

District Court, Douglas County, Colorado 4000 Justice Way, Suite 2009 Castle Rock, CO 80109 (720) 437-6200	
In re the Marriage of:	
Petitioner: JOHN VAN ANNE	▲ COURT USE ONLY ▲
Respondent: LESLIE VAN ANNE	
James R. Garts, III, #38293 GUTTERMAN GRIFFITHS PC 10375 Park Meadows Drive, Suite 520 Littleton, CO 80124 (303) 858-8090 Fax: (303) 858-8181 jgarts@ggfamilylaw.com ATTORNEY FOR PETITIONER	Case Number: 2014DR30341 Div: 2 Ctrm:
Daniel N. Deasy, #23959 Zuhair D. Fanash #41985 Ammarell Deasy, LLP 8101 E. Prentice Ave, Suite 1050 Greenwood Village, CO 80111 (303) 470-3020 Fax: DND@ADLawColorado.com ATTORNEY FOR RESPONDENT	
CONFIDENTIALITY STIPULATION	

COME NOW the Petitioner, John Van Anne, also known as Husband herein, by and through his attorney, James R. Garts, III and the Respondent, Leslie Van Anne, also known as Wife, by and through her attorney, Daniel N. Deasy, hereby agree to the following stipulation concerning the confidentiality of the disclosures and discovery in this case, and request that said stipulation be approved and adopted by the Court as a Protective Order pursuant to C.R.Civ.P. 16.2(f)(7) and 26(c):

1. Until further order of this Court or stipulation of the parties, all financial disclosures, financial discovery and other financial information relevant to this case shall be subject to this Confidentiality Stipulation.
2. All “confidential information” produced or exchanged in the course of this litigation shall be used solely for the purpose of this litigation.
3. “Confidential information” will not be used in any document of public record, including, but not limited to, exhibits for trial, hearings, depositions, motions, or affidavits filed with the Court, unless filed under seal, or unless the parties have agreed otherwise in writing.

4. "Confidential information" as used herein means any type or classification of financial information (including, without limitation, income, expenses, assets, liabilities and taxes of either or both parties) which shall be designated as confidential by the supplying party, whether it be a document, information contained in a document, information revealed in an interrogatory answer or document request, or otherwise. In designating information "confidential information," the supplying party will make such designation only as to that information that he or she in good faith believes contains confidential information.
5. "Confidential information" shall not be disclosed to any person except counsel for the parties, their respective staffs, the parties to this action, and expert witnesses retained by one or both of the parties. All persons to whom counsel discloses any confidential information shall, before receiving such information, be furnished with a copy of this Confidentiality Stipulation and be instructed by counsel that such information must be kept confidential and be used only in preparation for the settlement, pretrial and trial of this action and any appeals therefrom.
6. "Confidential information" and the contents of such documents shall not be used to contact business associates, customers, vendors, clients, service providers, employees, or other persons with the exception that counsel for the parties may contact potential witnesses. Neither party may disparage the other to third parties. Neither party may contact the other's business associates, customers, vendors, clients, service providers, employees or other persons for any purpose other than prosecuting this dissolution of marriage proceeding.
7. Documents containing "Confidential information" shall be marked by the party producing the document by marking the initial page "CONFIDENTIAL." In lieu of marking the original of the document, the party may mark any copies that are produced or exchanged
8. Information disclosed at the deposition of a party or an expert retained by one or both of the parties for the purposes of this litigation may be designated by a party as "confidential information" by indicating on the record at the deposition that the testimony is confidential and subject to the provisions of this Stipulation. The party may also designate information at such deposition as "confidential information" by notifying all parties in writing, within 30 days of receipt of the transcript, of the specific pages and lines of the transcript which contain confidential information. Each party shall attach a copy of such written statement to the face of the transcript and each copy thereof in his possession, custody, or control. All depositions shall be treated as confidential for a period of at least 30 days after a transcript of said deposition is available.
9. Information disclosed at hearings or trials in this matter may be designated by a party as "confidential information" by indicating on the record that the testimony is confidential and subject to the provisions of this Stipulation. The party may also designate information disclosed through testimony as "confidential information" by notifying all parties in writing, within 30 days of receipt of the transcript, of the specific pages and

lines of the transcript which contain confidential information. Each party shall attach a copy of such written statement to the face of the transcript and each copy thereof in his possession, custody, or control. All testimony shall be treated as confidential for a period of at least 30 days after a transcript of said hearing or trial is available

10. The inadvertent or unintended disclosure by the supplying party of confidential information, regardless of whether the information was so designated at the time of disclosure, shall not be deemed a waiver in whole or in part of a party's claim of confidentiality, either as to the specific information disclosed or as to any other information relating thereto or on the same or related subject matter.
11. A party shall not be obligated to challenge the propriety of a "confidential information" designation at the time made, and a failure to do so shall not preclude a subsequent challenge thereto. In the event that any party to this litigation disagrees at any point in these proceedings with the designation by the supplying party of any information as "confidential information," the parties shall first attempt to dispose of such dispute in good faith on an informal basis. If the dispute cannot be resolved, the party objecting to the designation of "confidential information" may seek appropriate relief from this Court, with the burden on the designating party to show the confidential nature of the information.
12. There shall be no reproduction of any discovery in this case except as required for the purposes of this litigation. Copies, excerpts, or summaries of discovery may be shown or given to those authorized to receive discovery pursuant to this Confidentiality Stipulation, and this Confidentiality Stipulation applies in full to any such copies, excerpts, or summaries.
13. The obligations described in this Stipulation are to be in force for the period of this litigation and shall remain in effect subsequent to the termination of this litigation, so as to protect the confidentiality of the disclosures and discovery.
14. Nothing in this Confidentiality Stipulation shall in any way limit or restrict the disclosure of "confidential information" to any named party in this litigation, any attorney or law firm representing any named party to this litigation, or any consultant or expert retained by one or both of the named parties to assist in the preparation of this case for trial.
15. Nothing in this Confidentiality Stipulation shall prohibit or restrict the parties from introducing otherwise admissible "confidential information" as evidence at trial, or as exhibits or evidence on appeal, or from using such information in connection with discovery, however such "confidential information" used at trial or on appeal shall be subject to the requirements of this Confidentiality Stipulation.

WHEREFORE the parties request that this Honorable Court make this Confidentiality Stipulation an Order of this Court as a Protective Order.

Respectfully submitted this ____ day of _____, 2015.

John Van Anne
Petitioner

Leslie Van Anne
Respondent

James R. Garts, III, #38293
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ATTORNEY FOR RESPONDENT

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PROTECTIVE ORDER	

The Confidentiality Stipulation of the parties, signed by the parties and their respective attorneys on _____ is hereby approved and adopted as n Order of the Court.

Dated this _____ day of _____, 2015.

BY THE COURT:

 District Court Judge/Magistrate