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7 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
8
9 IN AND FOR THE COUNTY OF MARICOPA

10 In Re the Matter Of:

Case No. FC2023-052114

11 [REDACTED]
12 **LAURA OWENS,**

13 Petitioner,

14 and

15 **CLAYTON ECHARD,**

16 Respondent.

**MOTION FOR CONFIDENTIALITY
AND PRELIMINARY PROTECTIVE
ORDER**

(Assigned to the Hon. Julie Mata)

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19 Petitioner, **LAURA OWENS** (hereinafter "Petitioner"), by and through undersigned
20 counsel, hereby files this Motion for Confidentiality and Preliminary Protective Order
21 pursuant to Rule 53, *Arizona Rules of Family Law Procedure*, ("ARFLP"). Petitioner
22 requests the Court sign and adopt the proposed Protective Order (*attached hereto as "Exhibit*
23 *1"*) as a formal Order of this Court or to issue its own protective order as deemed suitable
24 by the Court.
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26 **I. STATEMENT OF FACTS**

- 27 1. On August 1, 2023, Petitioner filed her Petition to Establish Paternity, Legal
28 Decision-Making, Parenting Time, and Child Support (hereinafter "The Petition").
2. On August 21, 2023, Respondent filed his Response to the Petition.

1 3. On December 28, 2023, Petitioner filed a Motion to Dismiss requesting that
2 the Court dismiss the Petition.

3 4. On January 4, 2024, Respondent issued a Notice of Deposition summoning
4 her to attend a deposition scheduled for January 17, 2024.

5 5. On January 11, 2024, undersigned counsel filed his Notice of Appearance on
6 behalf of Petitioner.

7 6. On January 16, 2024, undersigned counsel emailed legal counsel representing
8 Respondent (“Opposing Counsel”) asking if Respondent would agree to a preliminary
9 protective order with relation to the deposition. Respondent declined. *See “Exhibit 2”*.

10 7. Following the referenced January 16, 2024, email exchange, undersigned duly
11 notified Opposing Counsel of his intent to submit this Motion. It was also conveyed that
12 Petitioner would seek the Court’s issuance of a protective order prior to her deposition. *Id.*

13 **II. LAW AND ARGUMENT**

14 Rule 53(a), *ARFLP* allows the court for good cause to enter an order to protect a party
15 or person from annoyance, embarrassment, oppression, or undue burden or expense,
16 including one or more of the following:

- 17 (1) forbidding the discovery;
- 18 (2) specifying terms and conditions, including time and place, for the discovery;
- 19 (3) prescribing a discovery method other than the one selected by the party seeking
20 discovery;
- 21 (4) forbidding inquiry into certain matters, or limiting the scope of discovery to
22 certain matters;
- 23 (5) designating the persons who may be present while the discovery is conducted;
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- (6) requiring that a deposition be sealed and opened only on court order;
- (7) requiring that a trade secret or other confidential research, development, or commercial information not be revealed or be revealed only in a specified way; and
- (8) requiring that the parties simultaneously file specified documents or information in sealed envelopes, to be opened as the court directs.

Furthermore, Rule 53 (d) also allows the Court to enter an order that limits a party from disclosing information or materials produced in the action to a person who is not a party to the action:

- (A) the party seeking confidentiality must show why a confidentiality order should be entered or continued; and
- (B) the party opposing confidentiality must show why a confidentiality order should be denied in whole or in part, modified, or vacated. The burden of showing good cause for an order remains with the party seeking confidentiality.

Additionally, Rule 53 (2) requires that the court make findings of fact concerning any relevant factors, including but not limited to:

- (A) any party's or person's need to maintain the confidentiality of such information or materials;
- (B) any nonparty's or intervenor's need to obtain access to such information or materials; and
- (C) any possible risk to the public health, safety, or financial welfare that such information or materials may relate to or reveal.

Case law directly citing Rule 53, *ARFLP* is sparse. However, as the Commentary for Rule 53 states, Rule 53 is based on Rule 26 (c) of the Arizona Rules of Civil Procedure which provides additional insight and case law on the subject. Rule 26 (c)(1) similarity provides that upon good cause shown, court may make various protective orders that justice requires to protect a party or person from annoyance, embarrassment, oppression,

1 or undue burden or expense. Rule 26(c)(1) Ariz. Rule Civ. Procedure. *See, e.g., Arpaio*
2 *v. Figueroa*, 229 Ariz. 444, 276 P.3d 51 (2012) *MacMillan v. Schwartz*, 250 P.3d 1213,
3 1220-21 (Ariz. Ct. App. 2011).

4 The text of Rule 53 (a), *ARFLP* provides the Court with no fewer than eight separate
5 and non-inclusive means by which it might ensure that a party is not subjected to annoyance
6 embarrassment, oppression, and undue burden or expense. In other words, the rule provides
7 the Court with broad discretion in fashioning orders for parties or information entitled to
8 protection.

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10 Petitioner's proposed Protective Order, attached hereto and incorporated by
11 reference, requests that relevant discoverable information which either party designates as
12 confidential remains confidential and is not disseminated to anyone other than the parties
13 and their respective counsel—including if one party objects to the confidentiality designation
14 and until said designation is removed by the Court. The Protective Order also seeks that any
15 party depositions in this matter, if deemed appropriate by the Court, are designated as
16 confidential until either party requests that the Court make an evaluation into whether parts
17 of the deposition, or the deposition in its entirety, should have the confidential designation.

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21 1. *Respondent's Requested and Anticipated Discovery will Further Annoy,*
22 *Embarrass, and Oppress Petitioner.*

23 Respondent's anticipated discovery is sensitive in nature and should be protected.
24 Respondent intends to depose Petitioner or is seeking discovery relating to several sensitive
25 and potentially privileged topics including her previous sexual relations, specifics regarding
26 the sexual encounter with Respondent, previous pregnancies, discussions surrounding
27 potential adoption or abortions, her privileged medical records, her miscarriage, and other
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1 topics. While Petitioner concedes that certain discovery may be necessary in this matter to
2 appropriately litigate unresolved issues - including the issue of attorney fees - this limited
3 issue does not warrant the dissemination of sensitive information to non-parties to this case.

4 Petitioner has already been annoyed, embarrassed, and oppressed by Respondent's
5 actions and has concerns that this will only worsen as discovery continues. Respondent is
6 consistently using his social media platforms to control the narrative of this case. Respondent
7 is an American television personality best known for his appearance on two seasons of the
8 Bachelor/Bachelorette. Respondent has approximately 360,000 social media followers
9 across Instagram and TikTok alone. *See Exhibit 3.* Respondent has also made appearances
10 on multiple interviews or podcasts throughout this case where he has discussed this
11 case/situation.
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14 As a result, Petitioner has been the subject of disparaging comments, harassment,
15 annoyance, and undue scrutiny from tens of thousands of individuals online.¹ This deliberate
16 effort to shape public opinion has created an environment that is not only emotionally
17 distressing for Petitioner but also poses a potential threat to the fairness of the legal
18 proceedings. Petitioner desires to litigate this case on the merits, free from ongoing concerns
19 that she will receive further annoyance and embarrassment from the public should aspects
20 of the disclosures and/or her deposition testimony be freely disseminated to the public.
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26 ¹ Counsel notes that specific instances of online disparaging of Petitioner are not included in this Motion as counsel
27 believes this would only encourage the conduct for the people following this case. To the extent that this Court deems
28 it appropriate or necessary, counsel will provide the Court with specific instances of the public comments which are
annoying and embarrassing Petitioner across social media and online platforms. However, any such disclosure(s) should
be protected under seal or revealed via "in camera review" with only the Judge and attorneys present to avoid worsening
the continued impact of this case to Petitioner.

1 While Petitioner concedes that she also made comments to organizations, these efforts were
2 in attempt to clear up the many false narratives circling publicly.

3
4 *2. The Court Should Limit the Method of Respondent's Discovery Abilities.*

5 The only issue remaining in this action is the issue of sanctions or attorney fees. It is
6 undisputed that the parties do not share a child in common and that Petitioner is not presently
7 pregnant. A deposition is unnecessary to seek the information Respondent would require to
8 properly litigate the sole remaining issue of attorney fees. Respondent refused to agree to
9 enter into any preliminary protective order prior, causing necessity for filing of this Motion.
10 Given Respondent's mainstream history of divulging information related to this case to the
11 masses, without issuance of a protective order Petitioner anticipates portions of and/or her
12 deposition as a whole will be discussed and/or disseminated publicly, thus subjecting her to
13 additional annoyance or embarrassment.²

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16 Petitioner believes discovery can be completed sufficiently through alternative means
17 including the use of uniform and non-uniform interrogatories, the request for production of
18 documents, a written deposition, cross examination, or other means.

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20 *3. If the Court does not Preclude the Parties from Conducting Depositions of the*
21 *Opposing Parties, the Court Should Limit the Scope of the Depositions to the Present*
22 *Matter.*

23 In the event the Court does not outright deny the parties' abilities to depose the other,
24 the Court should limit the deposition to the issues narrowly involved in the present litigation.
25 Petitioner believes this should initiate with the party's act or alleged act of sexual
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27 ² Counsel notes that in his limited time on this case, substantial amounts of information have leaked to the public or
28 media within hours or days of the information being transmitted. This includes not only things like Motions, but also
emails between counsel and other details surrounding the case as well.

1 intercourse. In an email exchange between counsel, Respondent Counsel has expressed
2 intent to depose Petitioner regarding her previous relationships which are entirely unrelated
3 to this matter. See "Exhibit 2".
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5 *4. The Court Should Issue an Order Designating Confidentially Deemed Discovery as*
6 *Protected and Confidential.*

7 The present case is unique. This Court is aware of the constant struggle within
8 Arizona courts and laws weighing the best interests of a child against the privileges designed
9 to protect communications with certain professionals. While this case is still labeled as a
10 Family Court case, the parties do not share a minor child in common and therefore, there is
11 no obligation for Petitioner to share protected or privileged information. Almost all the
12 requested discovery to date seeks otherwise privileged information from Petitioner. While
13 Petitioner concedes that disclosure of certain medical records may become necessary to
14 support her claims, she is uncomfortable disclosing such personal and private information
15 without a protective order in place. Even then, Petitioner should only be required to produce
16 evidence establishing the viability of her claims instead of all medical records or HIPPA
17 releases as Respondent has and will likely continue to request.
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20 **III. CONCLUSION**

21 For the reasons set forth, issuance of a protective order is necessary and can be
22 accomplished without any material prejudice to either party. As such, Petitioner asks this
23 Court to sign the Proposed form of Preliminary Protective Order attached hereto as "Exhibit
24 1". Doing so will protect the parties from additional embarrassment and annoyance, while
25 allowing this case to be decided on the merits.
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RESPECTFULLY submitted this 17th day of January 2024.

THE VALLEY LAW GROUP, PLLC

/s/ Cory Keith

Cory B. Keith
Attorney for Petitioner

ORIGINAL of the foregoing e-filed
this 17th day of January 2024, with:

Clerk of the Superior Court
Maricopa County Superior Court

COPY presumed delivered even date to:
The Honorable Julie Mata

COPY emailed even date to:
Gregg Woodnick
Woodnick Law, PLLC
1747 E. Morten Ave. Ste 205
Phoenix, Arizona 85020

Attorney for Respondent

By: ILS

THE VALLEY LAW GROUP, PLLC

EXHIBIT 1

1 THE VALLEY LAW GROUP, PLLC

2 Cory B. Keith - [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

8 **IN AND FOR THE COUNTY OF MARICOPA**

9

10 In Re the Matter Of:

Case No. FC2023-052114

11 [REDACTED]

12 **LAURA OWENS,**

PROTECTIVE ORDER

13 Petitioner,

14 and

(Assigned to the Hon. Julie Mata)

15 **CLAYTON ECHARD,**

16 Respondent.

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18 Pursuant to Rule 53(B), *ARFLP* and to provide for the protection of documents,
19 information, and things that may be produced containing non-public proprietary
20 information, including, without limitation personal information which may be subject to the
21 confidentiality obligations of the parties:
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24 **IT IS HEREBY ORDERED THAT the following procedures shall control all discovery**
25 **and disclosure in these proceedings:**

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- 27 1. In this Protective Order, the words set forth below shall have the following meanings:
- 28 a. "Proceeding" means the above-entitled proceeding in the Arizona Superior
Court for the County of Maricopa.

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- b. "Court" means the judge to which this Proceeding may be assigned, including Court staff participating in such proceedings.
- c. "Confidential" means any information that belong to a designating party who believes in good faith that the Disclosure of such information to another party or non-party would create a substantial risk of financial, personal, or other injury.
- d. "Confidential Materials" means any documents, testimony, or information, as defined below, designated as "Confidential" pursuant to the provisions of this Protective Order.
- e. "Highly Confidential" means any information that belongs to a Designating Party who believes in good faith that the disclosure of such information to another party or non-party would create a substantial risk of serious financial or other injury that cannot be avoided by less restrictive means.
- f. "Highly Confidential Materials" means any documents, testimony, or information, as defined below, designated as "Highly Confidential" pursuant to the provisions of this Protective Order.
- g. "Designated Party" means the Party that designates documents, testimony, or information, as defined below, as "Confidential" or "Highly Confidential."
- h. "Disclosure" or "Disclosed" or "Disclosures" means to reveal, divulge, give, or make available materials, or any part thereof, or any information contained therein.

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i. "Documents" means (i) any "Writing," "Original," and "Duplicate" as those terms are defined by Rule 1001 of the Arizona Rule of Evidence, which have been produced in discovery in this Proceeding by any person or entity, and (ii) any copies, reproductions, or summaries of all or any party of the foregoing.

j. "Deposition" means any sworn testimony outside of the courtroom with attorneys or clients questioning a Party or witness to the case.

If this box is checked, the Court is not authorizing the use of depositions in the remaining proceedings in this matter.

k. "Information" means the content of documents or testimony.

l. "Testimony" means all depositions, declarations, or other testimony taken or used in this Proceeding.

2. The Designating Party shall have the right to designate as "Confidential" only the non-public or privileged Documents, Testimony, or Information that the Designating Party in good faith believes would create a substantial risk of injury if disclosed to another party or non-party.

3. The Designating party shall have the right to designate as "Highly Confidential" only the non-public or privileged Documents, Testimony, or Information that the Designating Party in good faith believes would create a substantial risk of serious injury if disclosed to another party or non-party., and that such high risk cannot be avoided by less restrictive means.

4. "Highly Confidential" documents will include medical records where only relevant information for purposes of this Proceeding will be disclosed by the Designating

1 Party. Any irrelevant and immaterial items contained within these Documents will be
2 redacted from the Information. The relevant and material Information will be
3 “attorney eyes only.”

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- 5 5. “Attorney eyes only” means that only the designated counsel for the Proceeding,
6 his/her immediate staff assigned to this Proceeding, and any expert witness will have
7 access to this Information.
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- 9 6. The entry of this Protective Order does not alter, waive, modify, or abridge any right,
10 privilege, or protection otherwise available to any Party with respect to the discovery
11 of matters, including but not limited to any Party’s right to assert the attorney-client
12 privilege, the attorney work product doctrine, or other privileges or any Party’s right
13 to contest any such assertion.
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- 15 7. Any Documents, Testimony, or Information to be designated as “Confidential” or
16 “Highly Confidential” must be clearly so designated before the Document,
17 Testimony, or Information is Disclosed or produced. The “Confidential” or “Highly
18 Confidential” designation should not obscure or interfere with the legibility of the
19 designated Information.
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- 21 a. For Documents, the Designating Party must affix the legend “Confidential” or
22 “Highly Confidential” on each page of any Document containing such
23 designated material.
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- 25 b. Deposition exhibits or transcripts, or any portion thereof, may be designated
26 as “Confidential” or “Highly Confidential” by making such a designation on
27 the record at the deposition or by making such a designation in writing within
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1 30 days of receipt of the deposition transcript by the Designating Party. Until
2 30 days after receipt by the Designating Party of the deposition transcript, the
3 entire transcript and all exhibits shall be treated as Confidential Materials. The
4 Party conducting the deposition shall bear the burden of ensuring that the
5 cover page and any designated portions of the original transcript or any copies
6 of the transcript bear, in substance, the legend "CONFIDENTIAL OR
7 HIGHLY CONFIDENTIAL – subject to Protective Order."

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9 c. For Information produced in some form other than Documents, and for any
10 other tangible items, including, without limitation, compact discs or DVD's,
11 the Designating Party must affix in a prominent place on the exterior of the
12 container or containers in which the Information or item is stored the legend
13 "Confidential" or "Highly Confidential." If only portions of the Information
14 or item warrant protection, the Designating Party, to the extent practicable,
15 shall identify the "Confidential" or "Highly Confidential" portions.
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18 8. The inadvertent production by any of the undersigned Parties or non-Parties to the
19 Proceedings of any Document, Testimony, or Information during discovery in this
20 Proceeding without a "Confidential" or "Highly Confidential" designation, shall be
21 without prejudice to any claim that such items is "Confidential" or "Highly
22 Confidential" and such Party shall not be held to have waived any rights by such
23 inadvertent production. In the event that any Document, Testimony, or Information
24 that is subject to a "Confidential" or "Highly Confidential" designation is
25 inadvertently produced without such designation, the Party that inadvertently
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1 produced the document shall give written notice of such inadvertent production
2 within twenty (20) days of discovery of the inadvertent production, together with a
3 copy of the subject Document, Testimony, or Information designated as
4 “Confidential” or “Highly Confidential” (the “Inadvertent Production Notice”). Upon
5 receipt of such Inadvertent Production Notice, the Party that received the
6 inadvertently produced Document, Testimony, or Information shall promptly destroy
7 the inadvertently produced Document, Testimony, or Information and all copies
8 thereof, or, at the expense of the producing Party, return such together with all copies
9 of such Document, Testimony or Information to counsel for the producing party and
10 shall retain only the “Confidential” or “Highly Confidential” materials. Should the
11 receiving Party choose to destroy such inadvertently produced Document,
12 Testimony, or Information, the receiving Party shall notify the producing Party in
13 writing of such destruction within ten (10) days of receipt of written notice of the
14 inadvertent production. This provision is not intended to apply to any inadvertent
15 production of any Document, Testimony, or Information protected by attorney-client
16 or work product privileges. If this provision conflicts with any applicable laws
17 regarding waiver of confidentiality through the inadvertent production of Documents,
18 Testimony, or Information, such law shall govern.

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23 In the event that counsel for a Party received Documents, Testimony or Information
24 in discovery designated as “Confidential” or “Highly Confidential” objects to such
25 designation with respect to any or all such items, said counsel shall advise counsel for the
26 Designating Party, in writing, of such objections, the specific Documents, Testimony or
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1 Information to which each objection pertains, and the specific reasons and support for such
2 objections (the "Designation Objections"). Counsel for the Designating Party shall have ten
3 (10) court days from receipt of the written Designation Objections to either (a) agree in
4 writing to de-designate Documents, Testimony, or Information pursuant to any or all the
5 Designation Objections and/or (b) in accordance with the Family Court Discovery Dispute
6 Protocol to seek the determination of the Court whether or not to uphold any or all
7 designations on Documents, Testimony, or Information addressed by the Designation
8 Objections the "Discovery Dispute". Pending a resolution of the Discovery Dispute by the
9 Court, all existing designations on the Documents, Testimony, or information at issue in the
10 Discovery Dispute shall remain in place. The Designating Party shall have the burden of
11 establishing the applicability of its "Confidential" designation. If the Designation Objections
12 are neither timely agreed to nor timely addressed in the "Discovery Dispute," then such
13 Documents, Testimony, or Information shall be de-designated in accordance with the
14 Designation Objection applicable to such material.
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18 9. Access to and/or Disclosure of Confidential Materials shall be permitted only to the
19 following persons or entities:

- 20 a. the Court.
- 21 b. Attorneys of record in the Proceeding and their affiliated attorneys, paralegals,
22 clerical and secretarial staff employed by such attorneys who are actively
23 involved in the Proceeding and are not employees of any Party. Provided,
24 however, that each non-lawyer given access to Confidential Materials or
25 Highly Confidential Materials shall be advised that such materials are being
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1 Disclosed pursuant to, and are subject to, the terms of this Protective Order
2 and that they may not be Disclosed other than pursuant to its terms.

- 3 c. Those officers, directors, partners, members, employees and agents of all non-
4 designating Parties that counsel for such Parties deems necessary to aid
5 counsel in the prosecution and defense of this Proceeding; provide, however,
6 that prior to the Disclosure of Confidential Materials of Highly Confidential
7 Materials to any such officer, director, partner, member, employee or agent,
8 counsel for the Party making the Disclosure shall deliver a copy of this
9 Protective Order to such person, shall explain that such person is bound to
10 follow the terms of such Order, and shall secure the signature of such person
11 on a statement in the form attached hereto as Exhibit A.
- 12 d. Court reporters in this Proceeding (whether at depositions, hearings, or any
13 other proceeding).
- 14 e. Any deposition, trial, or hearing witness in the Proceeding who previously has
15 had access to the Confidential Materials or Highly Confidential Materials, or
16 who is currently or was previously an officer, director, partner, member,
17 employee or agent of an entity that has had access to the Confidential Materials
18 or Highly Confidential Materials.
- 19 f. Any deposition or non-trial hearing witness in the Proceeding who previously
20 did not have access to the Confidential Materials or Highly Confidential
21 Materials; provided, however, that each such witness given access to
22 Confidential Materials shall be advised that such materials are being Disclosed
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1 pursuant to, and are subject to, the terms of this Protective Order and that they
2 may not be Disclosed other than pursuant to its terms.

3 g. Outside experts or expert consultants consulted by the undersigned Parties or
4 their counsel in connection with this proceeding, whether or not retained to
5 testify at any oral hearing; provided, however, that prior to the disclosure of
6 confidential materials or highly confidential materials to any such expert or
7 expert consultant, counsel for the Party making the Disclosure shall deliver a
8 copy of this Protective Order to such person, shall explain its terms to such
9 person, and shall secure the signature of such person on a statement in the form
10 attached hereto as Exhibit A. It shall be the obligation of counsel or the party,
11 upon learning of any breach or threatened breach of this Protective Order by
12 any such expert or expert consultant, to promptly notify counsel for the
13 Designating Party of such breach or threatened breach.

14 h. Outside photocopying, database service providers, trial support firms,
15 litigation support services, and translators engaged by the Parties during this
16 Proceeding to whom disclosure is reasonably necessary in connection with the
17 Proceeding, provided, however, that prior to the Disclosure of Confidential
18 Materials or Highly Confidential Materials to any such person, counsel for
19 the Party making the Disclosure shall deliver a copy of this Protective Order
20 to such person, shall explain its terms to such person, and shall secure the
21 signature of such person on a statement in the form attached hereto as Exhibit
22 A. It shall be the obligation of counsel, upon learning of any breach or
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1 threatened breach of this Protective Order by any such person, to promptly
2 notify counsel for the Designating Party of such breach or threatened breach.

- 3 i. Any mediator, Judge *Pro Tempore* or arbitrator engaged by the Parties in
4 connection with this Proceeding provided, however, that prior to the
5 Disclosure of Confidential Materials or Highly Confidential Materials to any
6 such person, counsel of Confidential Materials to any such person, counsel for
7 the Party making the Disclosure shall deliver a copy of this Protective Order
8 to such person, shall explain its terms to such person, and shall secure the
9 signature of such person on a statement in the form attached hereto as Exhibit
10 A. It shall be the obligation of counsel, upon learning of any breach or
11 threatened breach of this Protective Order by any such person, to promptly
12 notify counsel for the Designating Party of such breach or threatened breach.
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15 j. Any other person or entity that Designating Party agrees to in writing.
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17 10. Confidential Materials or Highly Confidential Materials shall be used by the persons
18 or entities receiving them only for the purposes of preparing for, conducting,
19 participating in the conduct of, and/or prosecuting and/or defending the Proceeding,
20 and not for any business, personal, or other purpose whatsoever.
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22 11. Any Party to the Proceeding (or other person subject to the terms of this Protective
23 Order) may ask the court, after appropriate notice to the other Parties to the
24 Proceeding, to modify or grant relief from any provision of this Protective Order.
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26 12. Complying with the terms of Protective Order shall not prejudice in any way the right
27 of any Party (or any other person subject to the terms of this Protective Order):
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- 1 i. to seek a determination by the Court of whether any particular
2 Confidential Materials or Highly Confidential Materials should be
3 subject to protection under the terms of this Protective Order; or
4 ii. to seek relief from the Court on appropriate notice to all other Parties
5 to the Proceeding from any provision(s) of this Protective Order, either
6 generally or as to any particular Document, Material or Information.
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8 13. Any Information that may be produced by a non-Party witness in discovery in the
9 Proceeding pursuant to subpoena or otherwise may be designated by such non-Party
10 as "Confidential" or "Highly Confidential" under the terms of this Protective Order.
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12 14. If any person subject to this Protective Order who has custody of any Confidential
13 Materials or Highly Confidential Materials receives a subpoena or other process
14 ("Subpoena") from any government or other person or entity demanding production
15 of such materials, the recipient of the Subpoena shall promptly give notice of the
16 same by electronic mail transmission, followed by either express mail or overnight
17 delivery to counsel of record for the Designating Party, and shall furnish such counsel
18 with a copy of the Subpoena. Upon receipt of this notice, the Designating Party may,
19 in its sole discretion and at its own cost, move to quash or limit the Subpoena,
20 otherwise oppose production of the Confidential Materials or Highly Confidential
21 Materials, and/or seek to obtain confidential treatment of such materials from the
22 subpoenaing person or entity to the fullest extent available under law. The recipient
23 of the Subpoena may not produce any Confidential Materials or Highly Confidential
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1 Materials pursuant to the Subpoena prior to the date specified for production of the
2 Subpoena.

3 15. Nothing in this Protective Order shall be construed to preclude either Party from
4 asserting in good faith that certain Confidential Materials or Highly Confidential
5 Materials require additional protection. The Parties shall meet and confer to agree
6 upon the terms of such additional protection.
7

8 16. If, after execution of this Protective Order, any Confidential Materials or Highly
9 Confidential Materials submitted by a Designating Party under the terms of this
10 Protective Order is Disclosed by a non-Designating Party to any person other than in
11 the manner authorized by this Protective Order, the non-Designating Party
12 responsible for the Disclosure shall bring all pertinent facts relating to the Disclosure
13 of such Confidential Materials or Highly Confidential Materials to the immediate
14 attention of the Designating Party.
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17 17. This Protective Order is entered without prejudice as to the right of the Designating
18 Party to knowingly waive the applicability of this Protective Order to any
19 Confidential Materials or Highly Confidential Materials designated by that Party. If
20 the Designating Party uses Confidential Materials or Highly Confidential Materials
21 in a non-Confidential manner, then the Designating Party shall advise that the
22 designation no longer applies.
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24 18. Nothing in this Protective Order shall affect the admissibility into evidence of
25 Confidential Materials or Highly Confidential Materials or abridge the rights of any
26 person to seek judicial review or to pursue other appropriate judicial action with
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respect to any ruling made by the court concerning the issue of the status of any Confidential Materials or Highly Confidential Materials.

19. This Protective Order shall continue to be binding after the conclusion of the Proceedings and all subsequent proceedings arising from the Proceeding, except that a Party may seek the written permission of the Designating Party or may move the Court for relief from provisions of this Protective Order. To the extent permitted by law, the Court shall retain jurisdiction to enforce, modify, or reconsider this Protective Order, even after the Proceeding is terminated.

20. Within thirty (30) days of the conclusion of this Proceeding, including any appeals, each Party shall, through its counsel, provide written confirmation to the Designating party that the Party has destroyed or returned any and all Confidential Materials or Highly Confidential Materials, provided that counsel of record for each Party may keep a copy of all pleadings and correspondence in the Proceeding and any attorney work-product, and further provided that all retained Confidential Materials or Highly Confidential Materials shall be treated in accordance with the terms of the Protective Order.

21. This Protective Order shall survive the final disposition of this Proceeding by judgement, dismissal, settlement, appeal, or otherwise.

DATED this _____ day of _____, 2024

Honorable Julie Mata
Maricopa County Superior Court

EXHIBIT 2

From: Cory Keith [REDACTED]
Sent: Tuesday, January 16, 2024 4:08 PM
To: Gregg Woodnick [REDACTED]
Cc: Isabel Ranney [REDACTED]; Isabel Sisse [REDACTED]
Maribeth Burroughs [REDACTED]
Subject: RE: FC2023-052114; Owens vs. Echard

Gregg,

I appreciate your understanding of the interesting situation I walked into in this case. I know you and I are in opposition on this one, but I hope we can represent our clients with the understanding that we are both simply representing our clients and not take issue with each other for doing so. Let's hope our next case together isn't so contentious.

After speaking with my client, we will be filing a Motion for a Protective Order relating to both parties' depositions of each other. I will have this filed by the time of the deposition tomorrow. My client will be awaiting further Order from the Court with relation to this before subjecting herself to Mr. Echard's deposition of her and she will not be present for the deposition tomorrow. To be clear, this is not my client saying she does not *want* to be deposed - I believe her Motion to Quash adequately stated and put Mr. Echard on notice of this - but instead that the deposition should be confidential to avoid continued embarrassment and annoyance as she has undergone thus far in and outside of these proceedings. In order to allow the Court to weigh in on this deposition and request for confidentiality appropriately, Ms. Owens must seek this leave prior to the deposition.

Thank you,



Please include my paralegal Isabel Sissel on all emails and correspondence. Her email is [REDACTED]

Cory Keith
Managing Attorney
The Valley Law Group, PLLC.
[REDACTED]

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From: Gregg Woodnick [REDACTED]
Sent: Tuesday, January 16, 2024 2:06 PM
To: Cory Keith [REDACTED]
Cc: Isabel Ranney [REDACTED]
Maribeth Burroughs [REDACTED]
Subject: RE: FC2023-052114; Owens vs. Echard

Cory,

1. Clayton will not be agreeing to a Protective Order or filing this case under seal. Your client went to *The Sun*, People magazine, TMZ, Reddit, Medium etc and *continues* to post and contact the media to date. Also, it is highly *doubtful* that you will be able to meet the high burden to have a case sealed. (Note, your client already tried this and was denied relief).
2. As you are aware from the pleadings, we will absolutely be addressing the malignancy of her allegations including her historic prior allegations as they are directly relevant to her bad faith motivation to file this matter. Note, your client also repeatedly refers to her prior "pregnancies" in her emails and text messages to Clayton, which we disclosed. Moreover, her prior allegations are entirely relevant to our Motion for Sanctions, as she has a history of fabrications and her playbook in this underlying matter is almost identical (some of texts read like they are cut and paste) from the Gillespie matter. We appreciate that subject matter of fabricating pregnancies is embarrassing, but her responses to the questions are absolutely relevant to the pending action in the court.
3. Your objections at deposition are obviously limited by law. If **laure** attempts to terminate deposition because we are asking questions that are directly related to her sanctionable actions, that is obviously your choice. I am fairly confident that Judge Mata is *not* going to agree with you and she will be exposed to consequences including attorney's fees and paying for the reporter costs for yet another deposition so that the discovery process can be completed.
4. I have zero intention of asking questions that do not serve a legitimate purpose. Much of our time is going to be spent confirming foundation issues because your client (after she claimed

she was no longer pregnant) insisted on exercising Rule 2.

5. Last, No matter what questions we ask, your client will claim they are meant to harass. I assure you that is not the case.
6. I trust **[redacted]** told you that she had the opportunity to avoid this by acknowledging that she was never pregnant by Clayton. That offer still stands.

Last, this deposition was properly set 3 weeks ago and I have spoken to two (2) other lawyers for Laura in that window. If Laura is now refusing to participate without her demands being met, it is not only an unreasonable request (based on the history here and her publications) but a late one.

You are more than welcome to call me to discuss. I appreciate you are in a difficult situation having taken this case in this posture.

Gregg

WOODNICK LAW, PLLC

[redacted]

From: Cory Keith **[redacted]**
Sent: Tuesday, January 16, 2024 12:22 PM
To: Gregg Woodnick **[redacted]**
Cc: Isabel Ranney **[redacted]**
Maribeth Burroughs **[redacted]**
Subject: RE: FC2023-052114; **[redacted]** Owens vs. Echard

Mr. Woodnick,

Thank you for your email.

After reviewing this case more thoroughly, I am writing to request your position on both parties signing a Protective Order under Rule 53 with relation to the deposition. Specifically, we will be requesting that the deposition transcript, testimony, and any supporting video is documented as highly confidential and kept under seal. We will also request that the deposition scope is limited to matters relevant to this proceeding. Assuming your client does not intend to annoy, embarrass, oppress, harass, or leak the information, I am hopeful that they would be able to sign this agreement for same and move forward with the deposition

tomorrow. Please let me know your client's position as soon as possible. If we are unable to reach an agreement, I will be seeking court intervention prior to my client being present for any deposition.

Thank you,



Please include my paralegal Isabel Sissel on all emails and correspondence. Her email is [REDACTED]

Cory Keith
Managing Attorney
The Valley Law Group, PLLC.

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From: Gregg Woodnic [REDACTED]
Sent: Tuesday, January 16, 2024 11:37 AM
To: Cory Keith [REDACTED]
Cc: Isabel Ranney [REDACTED]
Maribeth Burroughs [REDACTED]
Subject: FC2023-052114; Owens vs. Echard

Cory,

As a professional courtesy, I wanted to let you know (as I am sure Laura is expecting) there may be a police presence at my office tomorrow for the deposition.

EXHIBIT 3



claytonechard



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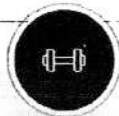
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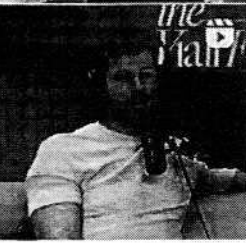
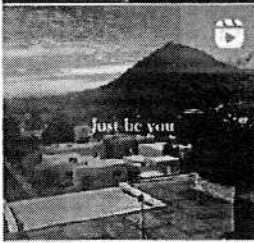
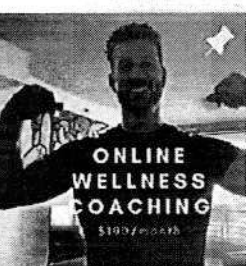
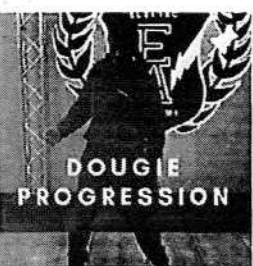
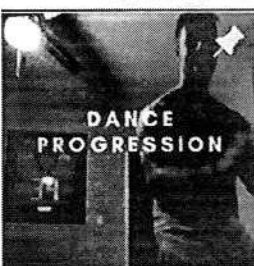
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Clayton Echard



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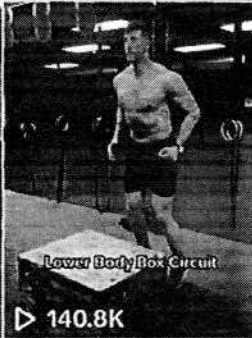
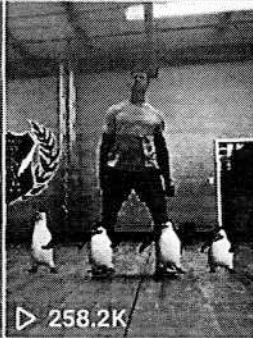
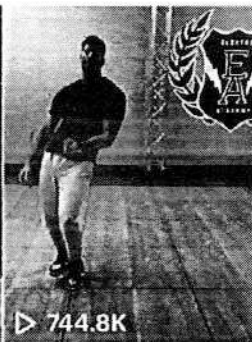
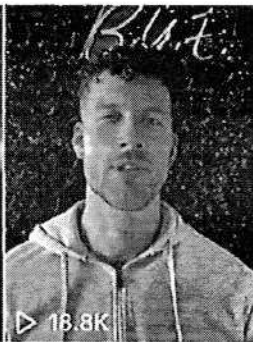
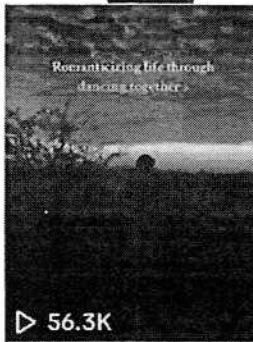
#26

Scottsdale

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FOR CLERK'S USE ONLY

Person Filing: Laura Owens
Address (if not protected) [REDACTED]
City, State, Zip Code [REDACTED]
Telephone [REDACTED]
Email Address: [REDACTED]
ATLAS Number: _____
Lawyer's Bar Number: _____
Representing Self, without a Lawyer OR Attorney for Petitioner OR Respondent

**SUPERIOR COURT OF ARIZONA
IN MARICOPA COUNTY**

Laura Owens
Name of Petitioner / Party A
Clayton Echard
Name of Respondent / Party B

Case Number: FC2023-052114
Current Judge: The Honorable Julie Mata

**REQUEST FOR PRE-DECREE
MEDIATION**

We do not agree about the legal decision-making and/or parenting time or visitation issues involving the child(ren) and I ask that Family Department to set a mediation of the issues, based on the following:

1. Case Type: (Check one box only.)

Divorce Pending: My spouse or I have filed papers with the Court for divorce or legal separation. No final orders about legal decision-making (Legal custody) or parenting time have been entered by the Judge.

OR

Paternity Pending: One of the parties has filed papers with this Court to establish paternity of the child(ren). No final orders about legal decision-making (Legal custody) or parenting time have been entered by the Judge.

OR

Other (describe): _____

2. Prior Mediation. (Check one box only.)

We have not participated in mediation

Or

We have participated in mediation before.

3. Describe the disagreement. Be brief and specific. (Your disagreement must involve the Legal custody and/or parenting time of your minor children):

The Respondent refuses to respond to emails, making it impossible to make a parer

He even acts as if the unborn children don't exist, despite a pro ponderous of evide

4. Information about Other Party:

Name: Clayton Echard

Address: [REDACTED]

City, State, Zip code: Scottsdale, AZ 85251

Telephone Number(s): [REDACTED] /

Attorney (if known): _____

Date: 10/18/23

Laura Owens

Signature of Person Submitting Request for Mediation

Notice to both parties: If your order is signed by the Judicial Officer, the Family Department will mail an "Order to Attend Mediation" to both parties.
Warning: Failure to attend may cost you a \$200 fee.