

**MOTION SEQUENCE #**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

At \_\_\_\_\_ at the  
Supreme Court of the State of New  
York, held in and for the county of  
New York, at the County Court House,  
on the 23rd day of

December 19 1993  
Presents

Hon. **WILLIAM J. DAVIS**

-----X  
LANDMARK EDUCATION CORPORATION,  
:  
:  
Plaintiff,  
:  
:

- against -

THE CONDE NAST PUBLICATIONS, INC.,  
d/b/a SELF MAGAZINE, ADVANCE  
MAGAZINE PUBLISHERS, INC. d/b/a  
SELF MAGAZINE and DIRK MATHISON,  
:  
:  
:  
Defendants. :  
-----X

**STIPULATION OF CONFIDENTIALITY AND PROTECTIVE ORDER** Justice

INDEX NO. 114814/93

Hon. \_\_\_\_\_

JSC.

**WILLIAM J. DAVIS**

IT IS HEREBY stipulated and agreed by and between the parties through their undersigned attorneys as follows:

1. In the course of the above-styled action, the parties will produce certain documents and other materials containing information proprietary to their businesses (the "Confidential Information").

2. "Confidential Information," as used herein refers to all documents and all other information, including but not limited to deposition testimony, which is to be designated by a party as Confidential Information, and any summaries, abstracts, or other materials derived in whole or in part from such information.

3. "Documents," as used herein, means any documentary material of any nature whatsoever, whether in the form of a memorandum, letter, report, handwritten note, transcript, computer printout, tape recording, audio cassette, video cassette, or any other recorded, transcribed or graphic matter.

4. Access to Confidential Information shall be restricted to "Qualified Persons." All Qualified Persons afforded access to Confidential Information shall be advised of and made aware of the terms and conditions of this Stipulation and Order.

5. "Qualified persons" as used herein shall mean:

- (a) the attorneys of record for the parties in this action, partners, counsel, associate attorneys and employees of those law firms who are engaged in assisting counsel in this matter and to whom it is necessary that the material be shown, disclosed or otherwise communicated for the purposes of this action;
- (b) the parties, and those of their directors, officers and employees to whom it is necessary that the confidential information be shown for purposes of prosecuting and/or defending this action;
- (c) the Court;
- (d) outside experts and consultants and their employees who have been consulted or retained by a party or its attorney of record for the purpose of prosecuting and/or defending this action and who fill out and sign a copy of the affidavit annexed as Exhibit A which binds them to the provisions hereof; and

(e) any other person as to whom the parties first agree in writing or on the record to be bound by the terms of this Stipulation and who fill out and sign a copy of the affidavit annexed as Exhibit A which binds them to the provisions hereof.

6. Notwithstanding the language of paragraph 5 above, no third parties (or representatives of third parties) who were consulted by any of the defendants prior to the publication of the article by Dirk Mathison entitled "White Collar Cults -- They Want Your Mind" that appeared in the February 1993 issue of Self Magazine shall be afforded access to any material or information, whether confidential or not, produced by any party to this litigation unless (a) the parties first agree in writing and (b) the third parties sign a copy of the affidavit annexed as Exhibit A which binds them to the provisions hereof.

7. No qualified person shall be permitted to afford access to any material or information, whether confidential or not, produced by any party to this litigation to any of the following individuals or organizations, or representatives of said individuals or organizations, unless (a) the parties first agree in writing, and (b) the individual(s) to be afforded access sign a copy of the affidavit annexed as Exhibit A which binds them to the provisions hereof: Werner Erhard; Lifespring; John Hanley; John-Rogers' MSIA; Roger Hinkins; Scientology; Lyndon LaRouche; The Boston Church of Christ; the Unification Church; the Reverend Sun Myung Moon; College Association for the Research

of Principles ("C.A.R.P."); The Way International; or Nichiren Shoshu of America ("N.S.A").

8. Confidential Information shall be so designated by stamping documents to be produced with the legend "CONFIDENTIAL."

9. Deposition testimony may be designated as Confidential Information by making a statement to that effect on the record at the deposition, or within 10 days after the transcript is delivered to counsel. Arrangements shall be made with the court reporter transcribing the deposition to separately bind such portions of the transcript as contain Confidential Information, and to label such portions accordingly.

10. Confidential Information to be filed with the Court in this action shall be filed under seal and shall be maintained under seal by the Clerk of the Court.

11. Confidential Information shall be used only for the purpose of litigation in the above-styled action and for no other purpose and shall be disclosed only to those persons listed in paragraph 5 or pursuant to paragraphs 6 or 7.

12. Depositions shall be taken only in the presence of Qualified Persons.

13. The provisions of this Confidentiality Agreement and Protective Order shall not terminate at the conclusion of the above-styled litigation. Within thirty days after the conclusion of the litigation, all originals or copies of documents containing Confidential Information shall be returned to the party that

produced it or destroyed with proper certification of such destruction being provided to the party that produced it, except that counsel of record for each party may retain copies of all deposition and trial transcripts and exhibits.


14. At any time a party may advise another party in writing of its good faith belief that specifically identified Confidential Information is not entitled to confidential treatment. If the parties cannot resolve the matter between themselves, the party objecting to the designation of Confidential Information may move for a judicial ruling on the dispute. Until ruled upon, the Confidential Information shall continue to be treated in accordance with the provisions of this Stipulation.

15. Any inadvertent disclosure of information designated as Confidential Information shall not be deemed a waiver in whole or in part of a party's claim of confidentiality, either as to the specific Confidential Information disclosed or as to any other information designated Confidential Information. Counsel for the parties shall cooperate to restore the confidentiality of any inadvertently disclosed Confidential Information. The parties reserve the right to move for sanctions and/or damages against any party or non-party who discloses Confidential

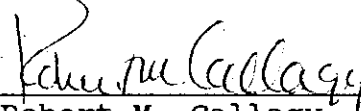
Information regardless of whether or not said disclosure was willful or inadvertent.

Dated: New York, New York  
September 1, 1993


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BY:   
Deborah E. Lans  
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SO ORDERED:

  
\_\_\_\_\_  
J.S.C.

WILLIAM J. DAVIS

**FILED**  
JUL 7 1994  
COUNTY CLERK'S OFFICE  
NEW YORK

EX. H

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
:  
LANDMARK EDUCATION CORPORATION,  
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Plaintiff,  
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- against -  
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THE CONDE NAST PUBLICATIONS, INC.,  
d/b/a SELF MAGAZINE, ADVANCE  
MAGAZINE PUBLISHERS, INC. d/b/a  
SELF MAGAZINE and DIRK MATHISON,  
:  
Defendants. :  
-----X

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AFFIDAVIT

STATE OF )  
 ) ss.:  
CITY/COUNTY OF )

\_\_\_\_\_, being duly sworn,

deposes and says:

1. I am employed by \_\_\_\_\_,  
located at \_\_\_\_\_.

2. I am aware that a Confidentiality Agreement and  
Protective Order has been entered in the above-styled action and  
a copy thereof has been given to me.

3. I promise that any and all Confidential Informa-  
tion (as defined in the Confidentiality Agreement and Protective  
Order) will be used by me only in connection with assisting  
counsel for the plaintiff or defendants in preparing for litiga-  
tion of the above-styled case.

4. I promise that I will not disclose the Confiden-  
tial Information to, or discuss the Confidential Information  
with, any person other than counsel or other persons assisting

counsel who have also signed affidavits undertaking to preserve the confidentiality of the information given to them subject to the Confidentiality Agreement and Protective Order.

5. I understand that any use of Confidential Information obtained by me, including but not limited to documents stamped "CONFIDENTIAL," or any use of any portions or summaries thereof, in any manner contrary to the provisions of the Confidentiality Agreement and Protective Order will subject me to sanctions of the Court for contempt and to other appropriate sanctions.

\_\_\_\_\_  
Signature of Affiant

Sworn to before me this  
day of \_\_\_\_\_, 19\_\_

\_\_\_\_\_  
Notary Public