



which post dates the Final Decree for Dissolution of Marriage filed on June 25, 2004 in the Superior Court of Guam.

5. That more than four (4) years ago, on June 4, 2004, **PRIOR TO THE FINAL DECREE FOR DISSOLUTION OF MARRIAGE BEING ENTERED**, both parties signed an Agreement dated June 4, 2004, at the Law Office of D. Michael Riva.

6. That pursuant to the terms of said Agreement, the Petitioner accepted the benefit of the following items shortly after signing the Agreement:

- (a) One Hundred Twenty-Six Thousand Nine Hundred Eight and 19/100 (\$126,908.19) Dollars which was One Hundred Fifty Thousand (\$150,000.00) Dollars less an existing loan from Respondent to Petitioner of Nineteen Thousand (\$19,000.00) Dollars and less one-half of the estimated 2003 due 2004 and 2004 due 2005 pro-rated real estate tax in the amount of Four Thousand Ninety-One and 81/100 (\$4,091.81) Dollars for her interest in the marital residence of the parties;
- (b) Removal from any financial obligation on the marital residence;
- (c) A waiver from the Respondent for **his marital interest** in the settlement monies paid to Petitioner from Three Angels Broadcasting Network, Inc.

(hereinafter referred to as "3ABN").

- (d) The majority of the household furnishings which were located in the marital residence of the parties. (the Petitioner waived her interest in the household furnishings, except for a few miscellaneous items which are itemized in Exhibit "B" of the Agreement. Even so, the Petitioner entered the residence after the Agreement was signed and removed three (3) trailer truck loads of household furnishings; and
- (e) Petitioner waived maintenance.

7. Pursuant to the terms of the Agreement, the Respondent accepted the benefit of the following items:

- (a) Respondent received the marital residence and approximately 18 acres with all buildings and appurtenances;
- (b) Respondent assumed the debt on the marital residence; and
- (c) Respondent waived maintenance.

8. On May 6, 2005, the Respondent submitted to the Petitioner a Request to Admit Facts.

9. In her Answers to Request to Admit Facts dated June 6, 2005, the Petitioner admitted that the Agreement dated June 4, 2004 is genuine, that she had

assistance and the advice of legal counsel in entering into the Agreement, and that **SHE SIGNED IT VOLUNTARILY.**

10. This Court previously **judicially admitted** the Petitioner's admissions that the Marital Settlement Agreement dated June 4, 2004 is genuine and voluntarily signed by the Petitioner in the Court's Order entered on July 20, 2007.

11. The Petitioner filed her Petition for Dissolution of Marriage with this Court on February 8, 2005, nearly one (1) year after this Agreement was signed by both parties and distribution of the properties had been made.

12. Paragraph 5 of the Agreement signed by the parties on June 4, 2004, states:

"Danny and Linda agree that should either party at any time with no time limit file a petition for dissolution of marriage in any court, the real estate and other property which is the subject of this Agreement shall be treated by both parties as being non-marital property belonging solely, exclusively and completely to Danny, and Linda will not assert any claim of ownership or interest of any nature or degree at any time especially during the dissolution proceeding."

13. All of the properties awarded pursuant to said agreement are, as a matter of law, non-marital as awarded.

14. The only outstanding issues between the parties are (a) classification and distribution of property not addressed in the June 4, 2004 Agreement which would include the classification and distribution of Respondent's literary works written

during the marriage, being: Can We Eat Anything, Does God Love Sinners Forever, and The Forgotten Commandment.; (b) allocation of marital debt not addressed in the June 4, 2004 Agreement; and (c) attorney's fees pursuant to the Agreement signed by the parties on June 4, 2004, as a result of the Petitioner's attempt to deny enforcement of the June 4, 2004 Agreement.

15. Any properties acquired by either party after June 4, 2004, not described in the June 4, 2004 Agreement, are that parties' post-dissolution/non-marital property.

16. It is only the intent of the Petitioner and individuals she has associated with to attempt to hurt and discredit the Respondent through his 3ABN ministry that these requests for post-divorce discovery matters come before this Court.

17. The Respondent's intent has never been to prevent discovery, only to prevent its dissemination.

18. Post-dissolution properties and financial information, as in the case at bar, are irrelevant and immaterial to the Court's finalization of this process.

19. The Petitioner falsely and knowingly alleges a marital ownership interest in certain royalties for certain books which were and are post-dissolution property of the Respondent. Respondent does not object to the discovery process or the Petitioner's effective amusement and to satisfy this Court that he has made complete and full disclosure of the facts.

20. The Petitioner has been presented with this choice and course of action for the parties to complete their discovery so as to protect each of their respective financial interests, but she chooses to ignore a rational approach to resolve the dispute.

For what good cause are any of these matters being disclosed publicly and when neither party objects to the discovery?

21. The Petitioner has made numerous references in her Memorandum to her relationship with 3ABN and the termination of that relationship which is irrelevant to these proceedings. Further, Petitioner was well compensated from 3ABN as set forth in the June 4, 2004 Agreement as a result of the termination of that relationship.

22. The issues related to grounds for dissolution of marriage have been completed. Section 503(d) of the Illinois Marriage and Dissolution of Marriage Act, 750 ILCS 5/503(d), specifically states that marital property is to be divided without any consideration of marital misconduct.

## II. THE SUBPOENAS

Respondent does not object to the issuance of Subpoenas that will result with the Court being adequately presented with the truth resolving the outstanding issues.

The Petitioner correctly cites the case of *In Re Marriage of Heinze*, 257 Ill.App.3d 782, 631 N.E.2d (3<sup>rd</sup> Dist. 1994), for her proposition that “royalty income received after a divorce, but resulting from the book or books written during the marriage, constitutes marital property.” A careful reading of *Heinze*, a case of first impression in Illinois for the classification of future book royalties as marital or non-marital property, provides valuable instruction to this Court not only in its determination in the present case of how to equitably apportion the future royalties generated by books written during the marriage but also regarding the classification of the book written by the Respondent

in the present case after the dissolution of marriage.

### III. THE MOTION FOR PROTECTIVE ORDER

The Motion for Protective Order was made to prevent each of the parties, but in particular, the Petitioner from disclosing the Respondent's post-marital financial information, no prohibition as to discovery, only dissemination. Under the Local Rules of the Second Judicial Circuit, no discovery documents are to be filed with the Court so that there is no "sealing of the Court file." In the event that a party wishes to utilize any document subject to the Protective Order, a simple request for an *in camera* review can be made.

### IV. THE SEPTEMBER 2008 ORDER AND ATTEMPTS TO RESOLVE THE DISCOVERY DIFFERENCES

The parties have attempted to resolve the issue. The Petitioner denies the request for the Protective Order.

### V. THE LAW SURROUNDING PROTECTIVE ORDERS AND ACCESS TO COURT DOCUMENTS AND DISCOVERY

Petitioner cites numerous cases for a broad and general proposition of law. This Court had broad discretion as justice requires. The facts of the case are such as alleged in Petitioner's Memorandum in Support of Petitioner's Response to Respondent's Motion for Protective Order, Pages 1-4, that she wishes to somehow create a public trial of her dispute with 3ABN and to litigate the issues related to grounds for

dissolution of marriage and to public disclose the Respondent's post divorce financial information.

The Petitioner repeatedly misstates and misguides her argument in her Memorandum that the Respondent is attempting to prevent disclosure of information for the purpose so as to prevent the Petitioner and the Court from having any information regarding disputed issues. As previously stated and repeated again, the Respondent is not objecting to the discovery of information.

**VI. PETITIONER'S ASSERTION THAT THERE ARE NUMEROUS REASONS WHY A PROTECTIVE ORDER SHOULD NOT BE ENTERED IS WITHOUT MERIT.**

The Petitioner's reference to a "secret trial" is irrational, untrue and directly demonstrates the premise for which the petitioner wants this trial to occur. The Petitioner will not get redemption from the church though the Circuit Court.

Attached hereto in support of this Memorandum is the Affidavit of M. Gregory Simpson. Special deference should be given to the Affidavit. As set forth in Paragraph 3 of the Affidavit, the Petitioner provided Respondent's personal financial documents to other individuals.

The proposed Protective Order would not hinder any trial preparation as there is no objection to the issue of discoverability, only dissemination by the Petitioner of the Respondent's discovery responses.

The Respondent can not abuse a Protective Order. The Petitioner filed her Petition for Dissolution of Marriage in this Court on February 8, 2005 and has



effectively done nothing and is on her third attorney.

The Petitioner's argument that a Protective Order will unduly complicate and lengthen the trial is meritless. Once again, the Petitioner renders a baseless argument regarding non-existent issues and facts as to why a Protective Order should not be issued.

The Petitioner argues that "the impounding of trial exhibits would be error, which makes the impounding of discovery documents destined to be trial exhibits a useless act." Once again, the Petitioner renders a baseless argument regarding non-existent issues and facts as to why a Protective Order should not be issued.

The Petitioner argues that "how would the Court possibly enforce a Protective Order entered at this state of the litigation." The Motion for Protective Order relates to the discovery from the date of the Protective Order forward. That discovery, post Protective Order, is easily discernable from any other. Once again, Petitioner is being dishonest and disingenuous to the Court. No post-divorce financial discovery has been previously disclosed by either party.

Petitioner's argument that "A Protective Order will essentially prohibit the Petitioner from discussing marital property in which she has a form of ownership" is blatantly untrue and false. The Protective Order as proposed prevents the disclosure of the financial information. The Respondent categorically denies that the Petitioner has ownership in 2 of 5 books previously mentioned in her Memorandum as they were written post-dissolution.

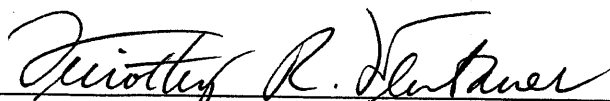
For the Petitioner to argue that the Protective Order would somehow restrict the

Petitioner's right to discuss marital property issues with her banker or investment advisor at some future date is a ridiculous supposition of law and fact and baseless under the facts and circumstances relating to the proposed Protective Order.

Petitioner argues that "A Protective Order would unjustifiably and effectively prohibit the Petitioner from earning a living in the ministry or restoring her reputation and standing within the Christian community." No Protective Order has been in place in this cause since the divorce of the parties on June 25, 2004. No one has prevented the Petitioner from discussing publicly or privately, her issues as a "spiritual adulterer" or to prevent her version of disassociation with 3ABN which is not the subject of this divorce proceeding or from making application of employment or in any way communicating with anyone about any subject, publically or privately. The Petitioner should simply go out and try to get a "regular" job like "regular" people.

The Petitioner creates and substantiates, through her own words, set forth on Pages 22, 23, and 24, as to the absolute need by the Respondent to receive from the Court a Protective Order relating to the disclosure of financial information. The Respondent should not have to concern himself with the continued association with the Petitioner and her unjustified possession and or use of his personal post-divorce financial information which she intends to use only for the reason of attempting to hurt him professionally.

TIMOTHY R. NEUBAUER & ASSOCIATES, P.C.

BY   
Timothy R. Neubauer

Timothy R. Neubauer  
IL ARDC No. 02039044  
TIMOTHY R. NEUBAUER & ASSOCIATES, P.C.  
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Phone: 618-242-9580

## PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing instrument was served upon the attorneys of record to all parties to the above cause by enclosing the same in an envelope addressed to such attorneys at their business address listed below with postage fully prepaid, and by depositing said envelope in a United States Post Office mail box in Mt. Vernon, Illinois, on the 15<sup>th</sup> day of January, 2009:

Mr. Kurt Bickes  
Bickes, Wilson, Moss & Gibson  
101 S. Main, Suite 600  
P.O. Box 1700  
Decatur, IL 62525

Mr. D. Micheal Riva  
226 East Main Street  
West Frankfort IL 62896

Upon penalties as provided by law pursuant to 735 ILCS 5/1-109, the undersigned certifies that the statements set forth in this Proof of Service are true and correct.

  
\_\_\_\_\_



2. The Massachusetts Lawsuit alleged that the Defendants, Robert Pickle and Gailon Arthur Joy, owned and operated web sites that infringed on the Three Angels Broadcasting Network, Inc.'s "3ABN" moniker in violation of federal trademark law in order to attract viewers to a website that was devoted to the disparagement to the Plaintiffs. In addition to trademark violation, the lawsuit alleged that certain statements made by Defendants on the website were defamatory or otherwise tortious. The Massachusetts Lawsuit was voluntarily dismissed in October of 2008. A motion for an award of costs remains pending. Defendants have appealed the order granting voluntary dismissal to the United States Court of Appeals for the First Circuit.

3. During the Massachusetts Lawsuit, the Defendants indicated to the undersigned and others that one of their sources for the information they had published about the Plaintiffs was Linda Shelton. They revealed that Ms. Shelton had provided them with Danny Shelton's personal tax filings, among other documents and information. Although the Defendants on the one hand indicated that they were acting in the defense of Ms. Shelton and that she had cooperated with them by supplying certain information, they also said that they intended to sue Ms. Shelton on the theory that she had supplied information that caused them to be sued in the Massachusetts Lawsuit. However, by the time of the dismissal, the Defendants had not sued Ms. Shelton.

4. During the Massachusetts Lawsuit, Defendants and their proxies published filings in the case on internet web sites, along with commentary critical


of the Plaintiffs. They posted commentary and links to the filings on websites owned and operated by non-parties which appear to be dedicated to disparagement of the Plaintiffs. Defendants also posted internet "blog" comments boasting about information that they had obtained during discovery, or claimed that they shortly would obtain.

5. Because Plaintiffs felt strongly from the start of the Massachusetts Lawsuit that the Defendants would publicly post any information obtained from Plaintiffs by discovery, no matter how personal or sensitive, the Plaintiffs sought and obtained a protective order from the Massachusetts court. A copy is attached as Exhibit A. All financial information regarding Danny Shelton or Three Angels Broadcasting Network, Inc., was produced subject to the protective order entered in that case.

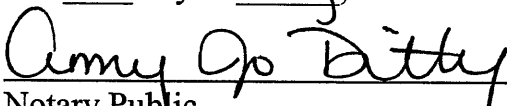
6. The order granting dismissal of the Massachusetts Lawsuit ordered the return of all confidential information obtained during the lawsuit. A copy is attached as Exhibit B.

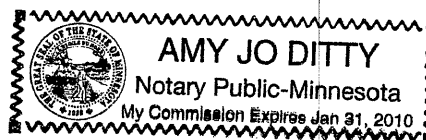
FURTHER YOUR AFFIANT SAYETH NOT.

Dated: January 2, 2009

  
\_\_\_\_\_  
M. Gregory Simpson

Subscribed and sworn to me  
this 2nd day of January, 2008<sup>9</sup>

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



UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

THREE ANGELS BROADCASTING  
NETWORK, INC., DANNY LEE SHELTON,  
Plaintiff

v.

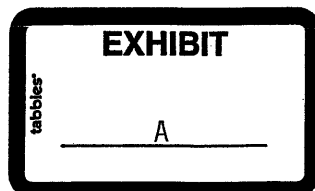
GAILON ARTHUR JOY  
ROBERT PICKLE,  
Defendants

CIVIL ACTION NO. 07-40098-FDS

**CONFIDENTIALITY AND PROTECTIVE ORDER**

THE ABOVE ENTITLED MATTER came before me for hearing on March 7, 2008 upon Plaintiffs Three Angels Broadcasting Network, Inc. and Danny Lee Shelton's Motion for Protective Order (Document #40). On March 10, 2008, I invited both parties to submit a proposed Confidentiality Order. Based upon the pleadings, the written and oral submissions of the parties, the proceedings before the Court, and the file and record in this matter, this Court hereby ORDERS that, pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, the following protections, directives, and procedures shall govern the discovery and production of documents, information and materials by any person or entity in relation to this case.

This Order governs all documents and information produced, or to be produced by any party or third party in connection with this litigation, including documents and things produced or to be produced, any answers to interrogatories, responses to requests for admissions, and deposition and other testimony disclosed through discovery in this case (the "Subject Discovery Materials"). The Subject Discovery Materials will be used for no other purpose than this





litigation. "Confidential Information" as used herein means any type or classification of information in any of the Subject Discovery Materials which is designated as "**CONFIDENTIAL**" by one of the parties, or a third party (the "designating party"), in accordance with this Order.

#### Confidential Designation

1. Whenever the designating party determines that a disclosure of the Subject Discovery Materials will reveal matters that such party believes in good faith are not generally known or readily available to the public, and that such party deems to constitute proprietary information, confidential business or commercial information, and/or trade secrets relating to its business, such party has the right to designate such information as confidential. In the case of written information, this designation must be made by marking the page or pages where such Confidential Information is contained, "**CONFIDENTIAL**", either prior to its disclosure to the other party (the "receiving party"), or at the time a copy(ies) of such written information is provided to the receiving party.

Any party wishing to designate a document as Confidential Information shall first discuss with the requesting party whether the production of the requested information in redacted form would be satisfactory, or if some other accommodation regarding the document(s) can be reached. If after consultation, the parties are unable to come to agreement regarding the production in redacted, or other form, they shall confer per Local Rule 37.1. Thereafter, the requesting party may move to compel the production of the document(s) at issue and the

responding party shall file the documents at issue with the court under seal per the provisions of Local Rule 7.2. as part of their opposition to the motion to compel.

### Depositions

2. In the case of a deposition or other testimony, testimony containing Confidential Information shall be designated "**CONFIDENTIAL**" either at the time of testimony or within two weeks of receipt of the written transcript. Until such designations are made, the transcript must not be disclosed by the non-designating party to persons other than those persons named or approved according to Paragraph 4 herein.

At any time during the taking of a deposition on oral examination, counsel for the designating party may state that a particular line of questioning should be treated as "**CONFIDENTIAL**" as in the case of written disclosures of information covered by Paragraph 1 above. Counsel for the parties shall then determine whether the line of questioning should not be carried out at that particular time, or whether it should be carried out with the following conditions:

a. The reporter may be instructed to transcribe the questions and answers separate from the transcript for the remainder of the deposition, which pages shall be marked as "**CONFIDENTIAL**".

b. During any time that the line of questioning involving Confidential Information is being followed, any and all representatives of the receiving party other than counsel, parties, and outside experts subject to the terms of this Agreement as evidenced by the signing of a document in the form of **Exhibit A** attached hereto and served on opposing

counsel prior to disclosure of such Confidential Information may be excluded from the deposition.

c. Any other conditions mutually agreeable to the parties to protect the confidential status of the information.

Use of Confidential Information

3. If any non-designating party or their counsel intends to use at trial, or for the purpose of any motion filed with the Court, any documents, interrogatory answers, deposition testimony, or other discovery responses which have been designated as Confidential Information, he/she shall so advise designating party's counsel seven (7) days prior to such use, and counsel for all parties shall confer in an effort to agree upon a procedure to maintain the confidentiality of such Confidential Information. If no agreement is reached, the matter shall be submitted to the Court by the party opposing the use of Confidential Information by motion with the material at issue filed under seal per the provisions of Local Rule 7.2.

Use of Information Designated "Confidential"

4. All Subject Discovery Materials that are received by either party pursuant to pretrial discovery in this action that have been designated by the other party as containing or comprising Confidential Information must be retained by the receiving party and must not be furnished, shown or disclosed to any other person, except that, and solely for the purposes of this action, any such Confidential Information may be disclosed by counsel to "Qualified Persons." Qualified Persons as used herein means:

i. the Board of Directors, officers or internal experts of receiving party, on a strict need-to-know basis;

- ii. legal counsel involved in the present action, including in-house counsel for each party;
- iii. any litigation assistant or paralegal employed by and assisting such counsel, and stenographic, secretarial or clerical personnel employed by and assisting such counsel in this action;
- iv. any court reporter or typist recording or transcribing testimony given in this action; and
- v. outside experts subject to the terms of this Agreement as evidenced by the signing of a document in the form of **Exhibit A** attached hereto and served on opposing counsel prior to such disclosure of Confidential Information.

5. In the event that counsel for the receiving party finds it necessary to make a disclosure of Confidential Information pursuant to Paragraph 3 above to a person other than a Qualified Person, including designated experts who are assisting counsel in the prosecution or defense of this action and who shall not otherwise be employed by or be a consultant to the receiving party, counsel for such party must, no less than ten (10) days in advance of such disclosure, notify the producing party's outside trial counsel in writing of:

- i. the Confidential Information to be disclosed; and
- ii. the person(s) to whom such disclosure is to be made.

The producing party or their outside trial counsel has ten (10) days after receipt of the written notice within which to object in writing to the disclosure and, in the event objection is made, no disclosure will be made without Court Order. If no objection is made or if an Order of Court permits the disclosure, counsel for the receiving party must, prior to the disclosure, inform the individual to whom the Confidential Information is to be disclosed as to the terms of this

Agreement, and have the individual acknowledge this in writing by signing a document in the form of **Exhibit A** attached hereto, the executed document to be served on the producing party within ten (10) days of the signing, acknowledging that he/she is fully conversant with the terms of this Agreement and agrees to comply with it and be bound by it.

6. If a producing party inadvertently produces to a receiving party any document that it deems confidential without designating it as Confidential Information, upon discovery of such inadvertent disclosure, the producing party must promptly inform the receiving party in writing, and the receiving party shall thereafter treat the document as Confidential Information under this Stipulation.

7. Neither party is obligated to challenge the propriety of any Subject Discovery Materials designated as Confidential Information, and a failure to do so in this action does not preclude a subsequent attack on the propriety of the designation.

8. This Agreement shall not preclude any party from using or disclosing any of its own documents or materials for any lawful purpose.

/s/Timothy S. Hillman  
TIMOTHY S. HILLMAN  
MAGISTRATE JUDGE

April 17, 2008

**EXHIBIT A**

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

* Plaintiff
v.
* Defendant

CIVIL ACTION NO.

I, \_\_\_\_\_, hereby declare under penalty of perjury that:

I confirm that I have read the Stipulation of Confidentiality and Protective Order (the "Stipulation") entered in this case.

I hereby confirm that:

a. I will maintain the confidentiality of the Confidential Information in accordance with the Stipulation, and will use, store and maintain such documents in accordance with the Stipulation so as to prevent the disclosure of such Confidential Information to any unauthorized person.

b. I will use any Confidential Information imparted to me solely for the purpose of the above litigation, and I will make no commercial use or any other litigation or non-litigation use of any part of such Confidential Information and shall not assist or permit any other person to do so.

c. Upon the earlier of: (i) demand of counsel of record for the party who supplied the Confidential Information to me or (ii) within 30 days after the final termination of instant litigation, including appeal, I will return all Confidential Information and all copies thereof, including all notes, abstracts, summaries and memoranda relating thereto which contain any of the substance thereof, to the person or party from whom I received the Confidential Information.

I agree to be fully bound by the Stipulation and I hereby submit to the jurisdiction of the United States District Court for the District of Massachusetts, for purposes of enforcement of the Stipulation and this undertaking.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

Address:

**Amy Ditty**

**From:** ECFnotice@mad.uscourts.gov  
**Sent:** Friday, October 31, 2008 8:53 AM  
**To:** CourtCopy@mad.uscourts.gov  
**Subject:** Activity in Case 4:07-cv-40098-FDS Three Angels Broadcasting v Joy, et al., Order on Motion to Dismiss

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United States District Court

District of Massachusetts

**Notice of Electronic Filing**

The following transaction was entered on 10/31/2008 at 9:52 AM EDT and filed on 10/30/2008

**Case Name:** Three Angels Broadcasting v Joy, et al.,

**Case Number:** 4:07-cv-40098

**Filer:**

**Document Number:** No document attached

**Docket Text:**

**Electronic Clerk's Notes for proceedings held before Judge F. Dennis Saylor, IV: Status Conference held on 10/30/2008. Case called, Counsel and dft's pro-se appear for status conference, Court hears arguments of counsel re: motion to dismiss, Court rules granting [120] Motion to Dismiss without prejudice; The Court orders dismissal with conditions stated on the record, Any renewed claims brought by plaintiff shall be brought in this division in the District of MA. as ordered on the record, Court orders all confidential documents returned, All subpoenas are ordered moot, Records in possession of Mag. Judge will be returned, Court orders any motion for costs to be filed by 11/21/08. Order of dismissal to issue, (Court Reporter: M. Kusa-Ryll.)(Attorneys present: Simpson,Pucci/Dft's Joy and Pickle - Pro se) (Castles, Martin)**

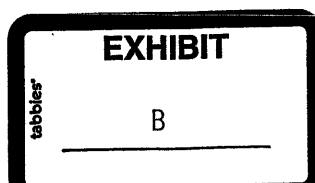
**4:07-cv-40098 Notice has been electronically mailed to:**

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J. Lizette Richards richards@fierstpucchi.com

Gerald Duffy gerryduffy@sbgdf.com

11/11/2008





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