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DAVID L. NYE (Bar #67009)
NYE, PEABODY & STIRLING, LLP
33 West Mission St., Suite 201
Santa Barbara, California 93101
Telephone: (805) 963-2345
Facsimile: (805) 563-5385

DIANE M. MATSINGER (Bar #96826)
HATCH & PARENT, A Law Corporation
21 East Carrillo Street
Santa Barbara, CA 93101
Telephone: (805) 963-7000
Facsimile: (805) 965-4333

Attorneys for Gary M. Blair
as Court Executive Officer/Jury Commissioner

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA BARBARA

JAN 31 2006

GARY M. BLAIR, Executive Officer
BY *Carril L. Yanez*
CARRIL L. YANEZ, City Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
For the County of Santa Barbara, Cook Division

PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

MICHAEL JACKSON,

Defendant.

Case No. 1133603

AGREED ORDER
FOR THE PROTECTION OF
CONFIDENTIAL INFORMATION

Assigned for All Purposes to the
Hon. Rodney Mellville

The parties to this Agreed Order for the Protection of Confidential Information are: (1) The People of the State of California by and through the Office of the Santa Barbara District Attorney; (2) Defendant Michael Jackson by and through one of his attorneys of record, Robert M. Sanger; and (3) The Santa Barbara County Court Executive Officer/Jury Commissioner by and through one of his attorneys, David L. Nye.

1 IT IS HEREBY STIPULATED AND ORDERED that:

2 1. **Scope.**

3 This Agreed Order for the Protection of Confidential Information ("Order")
4 shall be applicable to and govern disclosure of the following information pertaining to
5 the selection of the Grand Jury in the above captioned matter. This information is
6 being produced by the Jury Commissioner in response to Defendant's 11/24/04
7 Subpoena Duces Tecum and the Court's 12/20/04 Minute Order:

- 8 (1) The Department of Motor Vehicle (DMV) list;
- 9 (2) the Registered Voter List (ROV);
- 10 (3) the Merge/purge list;
- 11 (4) the list of names of jurors in the jury pool (1250 names);
- 12 (5) the list of names of the jurors whose summons were un-deliverable;
- 13 (6) the list of jurors who failed to respond to the summons;
- 14 (7) the list of jurors excused from service;
- 15 (8) the list of jurors deferred from service;
- 16 (9) the list of jurors disqualified from service;
- 17 (10) the list of qualified jurors;
- 18 (11) the list of those jurors who attended the juror selection process in Santa
19 Barbara (235 names).

20 The provisions of this Order shall apply to all attorneys and agents of the
21 parties hereto, as well as to any non-party, whether or not designated as an expert
22 witness, who consults with a party and/or his attorney or agent, or who provides
23 testimony, documents or information in these proceedings. Reference to a "party"
24 or "parties" herein shall also include such non-parties, and their agents and
25 employees.

26 2. **Definition of Confidential Information.**

27 For the purpose of this Order, the parties agree that all of the data and
28 information contained in items (1) through (11) set forth in Paragraph 1 above shall
be deemed confidential and subject to the limitations on disclosure set forth in
Paragraph 3 below. The data, which is being provided in electronic format, need not
be further designated as confidential for the purpose of this order.

1 **3. Limitations on Disclosure of Information.**

2 The confidential information described above shall not be shown,
3 communicated, paraphrased, summarized or disclosed, in whole or in part or in any
4 manner whatsoever to anyone other than the attorneys of record in this matter, their
5 experts or the Court and its staff without the prior approval of the parties hereto or,
6 in the alternative, the Court.

7
8 **4. Terms of Disclosure For Experts and Consultants.**

9 Before or at the time that any confidential information is shown, disclosed or
10 otherwise communicated to any expert, such person shall be provided with a copy of
11 this Order and shall be bound by its contents.

12
13 **5. Copying and Abstracting Confidential Information.**

14 Nothing in this Order shall restrict an attorney or an expert from making
15 working copies, abstracts, digests and analyses of such information for use in
16 connection with the above-captioned action. Such working copies, abstracts,
17 digests and analyses shall be deemed to have the same level of protection as the
18 information from which they were taken. Further, an attorney or an expert may
19 convert or translate such information into machine-readable form for incorporation
20 into a data retrieval system used in connection with the above-captioned action
21 provided that access to such information, in whatever form stored or reproduced,
22 shall be limited to the attorney and the expert.

23
24 **6. Limitation on Disclosure.**

25 No attorney or expert to whom confidential information is disclosed shall
26 disclose such information in any manner whatsoever to any person to whom
27 disclosure is not authorized by the terms hereof. No attorney or expert, or anyone
28 acting on their behalf, shall contact or attempt to contact any of the jurors or
prospective jurors in this matter.

1 **7. Maintenance and Disposition of Confidential Information.**

2 The parties hereto shall maintain information designated as confidential
3 information in a secure, safe area and shall exercise the same standard of due and
4 proper care with respect to the storage, custody, use and/or dissemination of such
5 information as is exercised by the recipient with respect to its own proprietary and
6 confidential information.

7
8 **8. Objections Preserved.**

9 Nothing in this Order constitutes a finding or admission that any of the
10 confidential information covered hereby is in fact confidential, nor does any party
11 receiving such materials waive any right to later contest that any of these materials
12 is not confidential. Nothing in this Order shall prevent any party hereto from raising
13 objections on any ground whatsoever to the admission of such materials and/or
14 information in proceedings before this or any other Court.

15
16 **9. Amendment of This Order.**

17 This Order may be amended only by agreement of all parties' attorneys in the
18 form of a written stipulation that has been approved by the Court, or by separate
19 Order of the Court on its own motion or on motion of any party hereto.

20
21 **10. Survival of Terms.**

22 The terms and provisions of this Order shall not terminate at the conclusion
23 of this proceeding but rather shall survive the conclusion thereof and shall continue
24 to be binding upon all the parties herein and their attorneys and experts until
25 modified, terminated, or superseded by consent of the parties or by Order of the
26 Court.

27 ///

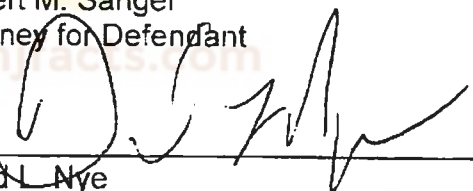
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IT IS SO AGREED:

Thomas Sneddon, District Attorney
For the People of the State of California


Robert M. Sanger
Attorney for Defendant



David L. Nye
Attorney for Gary M. Blair, Jury Commissioner

IT IS SO ORDERED:

Dated: January 31, 2005




HON. RODNEY S. MELVILLE
JUDGE OF THE SUPERIOR COURT

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IT IS SO AGREED:

Thomas Sneddon, District Attorney
For the People of the State of California

for  (STEPHEN DUNKLE)

Robert M. Sanger
Attorney for Defendant

David L. Nye
Attorney for Gary M. Blair, Jury Commissioner

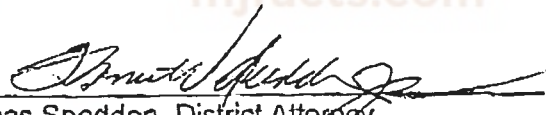
IT IS SO ORDERED:

Dated: January _____, 2005

HON. RODNEY S. MELVILLE
JUDGE OF THE SUPERIOR COURT

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IT IS SO AGREED:



aps/ps

Thomas Sneddon, District Attorney
For the People of the State of California

Robert M. Sanger
Attorney for Defendant

David L. Nye
Attorney for Gary M. Blair, Jury Commissioner

IT IS SO ORDERED:

Dated: January _____, 2005

HON. RODNEY S. MELVILLE
JUDGE OF THE SUPERIOR COURT