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Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF MARICOPA

Peter S. Davis, as Receiver of DenSco  
Investment Corporation, an Arizona  
corporation,

Plaintiff,

v.

Clark Hill PLC, a Michigan limited  
liability company; David G. Beauchamp  
and Jane Doe Beauchamp, husband and  
wife,

Defendants.

No. CV2017-013832

**MOTION TO DECLARE  
MENAGED'S ATTEMPTED  
CONFIDENTIALITY  
DESIGNATION INEFFECTIVE**

(Assigned to the  
Honorable Daniel Martin)

When he was deposed in a federal prison, Yomtov Scott Menaged attempted to have his deposition transcript sealed by stating that he wanted his entire deposition testimony to be deemed confidential under the protective order that has been entered in this case. This motion asks the Court to enter an Order that Menaged's attempted confidentiality designation was ineffective and that no portion of Menaged's deposition transcript is subject to the protective order.

The Court should do so because: (1) Menaged did not timely pursue a confidentiality designation, as the protective order requires; (2) he has failed in any

1 event to articulate why any portion of the deposition was “entitled to confidential  
2 treatment under applicable law”; and (3) Rule 26(c)(4)(C) does not permit the entire  
3 transcript to be deemed confidential.

4 The Receiver notes that he has included excerpts of Menaged’s deposition as  
5 CSOF Ex. 3 to his 10/18/19 Reply/Cross-Response in support of the Receiver’s Motion  
6 for Partial Summary Judgment regarding the affirmative defense of *in pari delicto*, but  
7 did not seek to file the excerpts under seal and intends to file them on the record  
8 without restriction once the Court enters an Order that Menaged’s confidential  
9 designation was ineffective.

## 10 **I. BACKGROUND**

### 11 **A. The Protective Order in This Case**

12 The protective order in this case allows a party to designate testimony as  
13 Confidential if the party believes in good faith that the testimony is “entitled to  
14 confidential treatment under applicable law.” (Protective Order filed 4/4/18 at ¶ 1.)

15 A party or witness may designate deposition testimony as Confidential. Any  
16 such designation “shall also function as consent . . . to the authority of this Court to  
17 resolve and conclusively determine any motion or other application made by any person  
18 or party with respect to such designation.” (*Id.* at ¶ 5.)

19 If there is an objection to a confidentiality designation, the objector must notify  
20 the person claiming confidentiality and they must “meet and confer” to try to resolve  
21 the dispute. (*Id.* at ¶ 6.) If the dispute cannot be resolved, the person claiming  
22 confidentiality must “seek relief from the Court” within thirty days, and “shall have the  
23 burden of establishing the applicability of its Confidential Designation.” (*Id.*) Failure  
24 to seek such relief “shall constitute a binding admission” that the testimony is not  
25 confidential. (*Id.*)

### 26 **B. Menaged’s Prior Deposition and Conviction**

27 Before his September 2019 deposition in this case, Menaged gave a deposition  
28 about his involvement in DenSco’s affairs. That deposition transcript, as well as

1 hundreds of other documents describing Menaged's involvement in DenSco's affairs,  
2 his bankruptcy, and a criminal conviction, are matters of public record.

3 In October 2016, the Receiver's counsel deposed Menaged after he filed for  
4 bankruptcy protection. (Rule 2004 Exam of Menaged on 10/20/16, available online at  
5 [https://nebula.wsimg.com/98e2947c9c1c07401639802d719eade4?AccessKeyId=B4760](https://nebula.wsimg.com/98e2947c9c1c07401639802d719eade4?AccessKeyId=B4760A53C0E20C33F2F6&disposition=0&alloworigin=1)  
6 [A53C0E20C33F2F6&disposition=0&alloworigin=1](https://nebula.wsimg.com/98e2947c9c1c07401639802d719eade4?AccessKeyId=B4760A53C0E20C33F2F6&disposition=0&alloworigin=1) (last accessed 12/9/19).) In that  
7 deposition, Menaged testified extensively about his involvement in DenSco's affairs,  
8 including his dealings with DenSco's principal Denny Chittick and Defendant David  
9 Beauchamp. (See, e.g., *id.* at 96:10-14 (Menaged testifying that Beauchamp said  
10 "here's what we are going to do: We are going to draw up an agreement to protect  
11 [Menaged] and Denny from the situation"), 99:18–100:8 (Menaged testifying that  
12 Beauchamp initially said "I do have an obligation to advise the investors" but then,  
13 when Chittick asked Beauchamp not to tell investors, Beauchamp said "Okay, Denny, I  
14 will do what you want.").)

15 That October 2016 transcript was not confidential. The Receiver posted it on a  
16 public website the Receiver maintains for the benefit of DenSco's investors and other  
17 interested parties. See [https://denscoreceiver1.godaddysites.com/menaged-](https://denscoreceiver1.godaddysites.com/menaged-bankruptcy.html)  
18 [bankruptcy.html](https://denscoreceiver1.godaddysites.com/menaged-bankruptcy.html) (last accessed 12/9/19).

19 In 2017, Menaged was indicted for fraud and other crimes. He pled guilty and  
20 was sentenced to prison for seventeen years. The proceedings were not confidential.  
21 The Receiver posted the indictment, plea agreement, and related documents on the  
22 DenSco Receivership website so that DenSco's investors could see them. See  
23 <https://denscoreceiver1.godaddysites.com/us-v.-menaged.html> (last accessed 12/9/19).

24 The Receiver also maintains on that website, for the benefit of DenSco's  
25 investors and other interested parties, *all* relevant documents in this litigation, including  
26 pleadings, motions, court orders, disclosure statements, discovery responses, deposition  
27 transcripts, and expert reports. Those documents include numerous, detailed references  
28

1 to Menaged, his business relationship with DenSco, and his personal relationship with  
2 Denny Chittick.

3 The DenSco Receivership website also includes a number of Menaged-related  
4 documents that have been filed in other proceedings such as Menaged's criminal  
5 proceeding and his bankruptcy.

6 **C. Menaged's Deposition in This Case**

7 With the Court's assistance, Menaged was deposed on September 23 and 24,  
8 2019 at a federal prison in La Tuna, Texas. At the beginning of the deposition,  
9 Defendants' counsel showed Menaged the protective order and told him that he could  
10 designate testimony as Confidential. (Deposition of Menaged on 9/23/19 and 9/24/19,  
11 at 6:4-10.)<sup>1</sup> But the Receiver's counsel explained that the protective order calls for  
12 confidentiality "only to the extent allowed by law," and thus the proper course is for  
13 Menaged to designate specific "portions" of the deposition Confidential as necessary  
14 and then the parties can evaluate whether those designations are appropriate. (*Id.* at  
15 7:6-21.)

16 Later in the deposition, Menaged designated the "entire deposition" as  
17 Confidential, contrary to the Receiver's position that only specific portions of the  
18 deposition may be designated as confidential and only to the extent allowed by law.  
19 (*Id.* at 120:9-21.) Menaged's claimed justifications were:

20 **1.** His son had been "harassed" because of documents on the Receiver's  
21 website. (*Id.* at 121:2-8.) He did not specify how his son had been harassed or  
22 which documents caused the harassment. (*Id.*)

23 **2.** He thought there may be an ongoing criminal investigation of a third  
24 party, Active Funding Group, so he was "taking the Fifth" on questions relating  
25

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26 <sup>1</sup> The Receiver does not attach portions of the deposition transcript to this motion  
27 because the motion is a public filing and there is an unresolved question as to whether  
28 Menaged has validly designated the transcript as confidential, as explained below.  
Upon the Court's request, the Receiver can provide a copy of those deposition excerpts.

1 to Active Funding Group to avoid implicating himself. (*Id.* at 121:9–122:25.)  
2 His basis for thinking there may be a criminal investigation was that the  
3 Department of Justice had asked to interview him about Active Funding Group,  
4 and he declined. (*Id.*)

5 **3.** He was in federal prison, and a deposition is “not something you do” in  
6 prison. (*Id.* at 123:1-2.) He gave no further detail. (*Id.*)

7 **4.** He thought that “some of the other witnesses” in the case “should not see  
8 this testimony.” (*Id.* at 123:18–124:3.) He gave no further detail. (*Id.*)

9 During the deposition, Menaged spoke freely on most topics, including Beauchamp’s  
10 communications with Chittick on and after January 2014. (*See, e.g., id.* at 317:3–  
11 319:5.) But he declined to answer questions on certain topics, such as conduct by  
12 Active Funding Group. (*See, e.g., id.* at 251:22–252:9.) After the deposition, Menaged  
13 reviewed the transcript and decided not to make any corrections. (Letter from  
14 Reporters Ink on 10/24/19, attached hereto as **Exhibit 1**.)

15 **D. The Parties’ Use of Menaged’s Deposition So Far**

16 In summary judgment briefing, the Receiver cited portions of Menaged’s  
17 deposition testimony describing Beauchamp’s communications with Chittick. (Pl.’s  
18 Controverting Statement of Facts and Additional Facts, filed 10/18/19, at ¶¶ 92, 110,  
19 113-15, 119, 122-25, 130.) The Receiver did not attach the transcript itself, however,  
20 because its brief was a public filing and the question of whether Menaged had properly  
21 designated the transcript as confidential has not yet been resolved. (*Id.* at CSOF Ex. 3.)

22 Similarly, Defendants cited portions of Menaged’s deposition testimony in their  
23 summary judgment briefing. (Defs.’ Resp. to Pl.’s Controverting Statement of Facts,  
24 filed 11/22/19, at ¶¶ 128, 130.) Unlike the Receiver, Defendants attached portions of  
25 the transcript to their public filing, despite Menaged’s confidentiality designation. (*Id.*  
26 at DCSOF Ex. 43.) ***The Receiver therefore assumes Defendants will not oppose, and***  
27 ***may join in, this motion.***

## II. ARGUMENT

The Court should enter an Order that Menaged's deposition transcript is not confidential under the protective order because: (1) Menaged's confidentiality designation has expired; (2) he has not, in any event, shown that any portion of the deposition is "entitled to confidential treatment under applicable law"; and (3) Rule 26(c)(4)(C) does not, in any event, authorize the designation of the entire transcript as confidential.

### A. Menaged's confidentiality designation has expired.

Menaged's confidentiality designation has expired for two reasons. **First**, the protective order provides only two options for confidentiality designations: (1) identify during the deposition which "specific portions" of the testimony are Confidential, or (2) designate during the deposition the entire testimony as Confidential, but then identify which "more specific portions" are Confidential within 30 days after receipt of the transcript. (4/4/2018 Protective Order at ¶ 2(b).) Menaged did neither. He designated his entire testimony as Confidential during the deposition, but never identified which "more specific portions" are Confidential within 30 days after he received the transcript. Thus, his designation has expired under the terms of the protective order.

**Second**, the Receiver's counsel made clear at the deposition that only specific portions of the deposition may be designated as confidential and only to the extent allowed by law, yet Menaged has not sought relief from the Court. Under the protective order, "the party claiming confidentiality shall have no more than thirty days from the initial 'meet and confer' session within which to seek relief from the Court . . . **Failure to seek such relief shall constitute a binding admission** that the subject . . . Testimony . . . should not be designated Confidential and need not be treated as such."

(4/4/2018 Protective Order at ¶ 6 (emphasis added).)<sup>2</sup> This is another reason why Menaged’s designation has expired under the terms of the protective order.

**B. Menaged’s confidentiality designation is not supported by law.**

Menaged’s confidentiality designation has not only expired, but was unsupported from the start. The protective order calls for confidentiality only when testimony is “entitled to confidential treatment under applicable law.” (See 4/4/2018 Protective Order at ¶ 1.) The person claiming confidentiality “shall have the burden of establishing the applicability of [his] Confidential Designation.” (*Id.* at ¶ 6.)

Menaged has not met this burden. None of the vague grounds Menaged stated during his deposition qualify as an “entitle[ment] to confidential treatment under applicable law.” Rule 26(c) authorizes confidentiality orders such as the one that has been entered in this case to “protect a party or person from annoyance, embarrassment, or undue burden or expense.” Menaged’s deposition fails this requirement for three reasons.

**First**, Menaged’s business relationship with DenSco, his personal relationship with Denny Chittick, and his role in DenSco’s demise are already matters of public record on the Receiver’s website, this Court’s file, and elsewhere. Thus, Menaged cannot, as a matter of law, contend that his deposition should be sealed to protect him from annoyance, embarrassment, or undue burden. See, e.g., *In re ULLICO Inc. Litig.*, 237 F.R.D. 314, 317–18 (D.D.C. 2006) (documents available on party’s website are “obviously non-confidential, publicly accessible documents” not within the scope of documents protected as confidential under Rule 26); *THK Am., Inc. v. NSK Co.*, 157 F.R.D. 637, 646 (N.D. Ill. 1993) (party’s confidential designation of “public document[s]” was “flagrant violation” of protective order, and party’s confidential designation of “documents predicated upon or relating to public information” suggested

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<sup>2</sup> Menaged’s failure to specify which portions of his deposition transcript are confidential has rendered impossible any meaningful “meet and confer” on the matter beyond what was discussed at his deposition.

1 “misuse” of protective order); *United States v. Int’l Bus. Mach. Corp.*, 67 F.R.D. 39, 40  
2 (S.D.N.Y. 1975) (denying protective order when information had already been made  
3 public).

4 **Second**, Menaged cited no law in support of his confidentiality designation, and  
5 none of his four claimed justifications support treating the deposition as confidential.

6 **1.** Menaged said his son was “harassed” because of documents on the  
7 Receiver’s website. (Deposition of Menaged on 9/23/19 and 9/24/19, at 121:2-8.) But  
8 he gave no information to support this claim, such as how his son was harassed or  
9 which documents caused it. Nor did he explain why making his deposition confidential  
10 would address the issue. To the extent Menaged’s son was harassed, that is probably  
11 because *Menaged is a former reality TV star turned convicted criminal*, which are facts  
12 well known to the public regardless of whether Menaged’s deposition is confidential.<sup>3</sup>

13 **2.** Menaged said he thought there may be a criminal investigation of Active  
14 Funding Group, so he was “taking the Fifth” on questions relating to that entity. (*Id.* at  
15 121:9–122:25.) But he does not know whether there is a criminal investigation. His  
16 only reason for thinking so was that the Department of Justice asked to interview him  
17 about Active Funding Group, and he declined. (*See id.*) In any event, Menaged *did not*  
18 *answer* questions relating to Active Funding Group at his deposition, so any Fifth  
19 Amendment concerns were resolved by his own self-censorship. (*See, e.g., id.* at  
20 251:22–252:9.)

21 **3.** Menaged said a deposition is “not something you do” in prison. (*Id.* at  
22 123:1-2.) He gave no detail, rendering evaluation of this claim impossible. Assuming  
23 he meant that other inmates might retaliate against him for talking to lawyers, there is  
24 no reason to think this claim is true or that it is a legally valid reason to treat his  
25

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26 <sup>3</sup> For example, a recent episode of the NBC show *American Greed* was about  
27 Menaged. It was titled “The House Flipping Reality Star Fraudster.” *See*  
28 <https://www.nbc.com/american-greed/video/the-house-flipping-reality-star-fraudster/4029182> (last accessed 12/9/19).

1 deposition as confidential. If anything, publicizing Menaged's deposition would help  
2 him by making clear that he did not snitch on other inmates at his deposition.

3       **4.** Menaged said "some of the other witnesses" in the case "should not see  
4 this testimony." (*Id.* at 123:18–124:3.) Again, he gave no detail, rendering evaluation  
5 of this claim impossible. There is no reason to think this claim is true or that it is a  
6 legally valid reason to treat his deposition as confidential.

7       **Third**, any argument for confidentiality would be outweighed by the strong right  
8 of public access in this case. "As a general rule, the public is permitted 'access to  
9 litigation documents and information produced during discovery.'" *In re Roman*  
10 *Catholic Archbishop of Portland in Oregon*, 661 F.3d 417, 424 (9th Cir. 2011) (quoting  
11 *Phillips v. General Motors Corp.*, 307 F.3d 1206, 1210 (9th Cir. 2002)). Here, the  
12 public right of access to Menaged's testimony is especially strong. The Receiver is  
13 pursuing claims against Defendants for the benefit of DenSco's investors who lost  
14 substantial investments. Because Menaged gave testimony about how Defendant David  
15 Beauchamp was negligent and aided and abetted Denny Chittick's breaches of fiduciary  
16 duty, the Receiver will rely on that testimony at trial. DenSco's investors are entitled to  
17 read that testimony. They should not be prevented from doing so because Menaged  
18 made an unfounded attempt to seal his entire deposition transcript.

19       **C. Sealing Menaged's deposition would violate Rule 26(c)(4)(C).**

20       Not only has Menaged failed to identify *any* portion of his deposition transcript  
21 that might conceivably be "entitled to confidential treatment under applicable law," but  
22 his request for a blanket sealing order violates Rule 26(c)(4)(C), which provides that a  
23 protective order, such as the one entered in this case, "must use the least restrictive  
24 means necessary to maintain needed confidentiality." That rule is reflected in the  
25 protective order's requirement that only "portions" of deposition testimony may be  
26 designated confidential, rather than the entire deposition. (4/4/2018 Protective Order at  
27 ¶ 2(b).)

1 Menaged's attempt to designate his entire testimony as confidential would  
2 violate this rule. Courts have deemed such blanket confidentiality designations  
3 ineffective, and this Court should too. *See, e.g., PHL Variable Ins. Co. v. Sheldon*  
4 *Hathaway Family Ins. Tr.*, No. 2:10-CV-0067, 2012 WL 12888387, at \*3 (D. Utah  
5 Dec. 6, 2012) (removing confidentiality designation from deposition transcript and  
6 observing that "the Protective Order uses language that indicates that *portions* of a  
7 transcript may be designated as confidential—not the entire transcript"); *Kinne v.*  
8 *Pierre*, No. CIV.A 12-11466-RWZ, 2014 WL 595440, at \*1 (D. Mass. Feb. 14, 2014)  
9 (sustaining objection to "plaintiff's designation of her entire deposition transcript as  
10 confidential").

### 11 **III. CONCLUSION**

12 The Receiver respectfully requests that the Court enter an Order that Menaged's  
13 attempt to designate his entire deposition transcript as confidential was ineffective, and  
14 that the transcript is not subject to the protective order that has been entered in this case.  
15 The Receiver has mailed a copy of this motion to Menaged. (Letter from Receiver's  
16 Counsel to Menaged dated 12/11/19, attached as **Exhibit 2.**)

17 RESPECTFULLY SUBMITTED this 11th day of December, 2019.

18 OSBORN MALEDON, P.A.

19  
20 By /s/Joshua M. Whitaker  
Colin F. Campbell  
21 Geoffrey M. T. Sturr  
Joseph N. Roth  
22 Joshua M. Whitaker  
2929 North Central Avenue, 21st Floor  
23 Phoenix, Arizona 85012-2793

24 Attorneys for Plaintiff  
25  
26  
27  
28

1 This document was electronically filed  
2 and copy delivered\*/e-served via the  
3 AZTurboCourt eFiling system  
this 11th day of December, 2019, on:

4 Honorable Daniel Martin\*  
5 Maricopa County Superior Court  
101 West Jefferson, ECB-412  
6 Phoenix, Arizona 85003

7 John E. DeWulf  
8 Marvin C. Ruth  
Vidula U. Patki  
9 COPPERSMITH BROCKELMAN PLC  
10 2800 North Central Avenue, Suite 1900  
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[vparki@cblawyers.com](mailto:vparki@cblawyers.com)  
13 *Attorneys for Defendants*

14  
15 /s/Karen McClain  
8319619

# **EXHIBIT 1**



REC'D OSBORN MALEDON P.A.

OCT 29 2019

October 24, 2019

Mr. John DeWulf/Mr. Marvin C. Ruth  
Coppersmith Brockelman, PLC  
2800 N. Central Avenue, Ste. 1900  
Phoenix, AZ 85004

In Re: Luz Minerva et al v IES Residential et al  
Case No. 2017-DCV2759

Dear Mr. John DeWulf/Mr. Marvin C. Ruth:

This is advising you the original correction and signature pages for the 2-day deposition of Yomtov Scott Menaged that were taken on September 23<sup>rd</sup> and 24<sup>th</sup>, 2019 have been returned in a timely manner. Please note that there were no changes and they were not notarized. Attached is the return of the original depositions.

Please feel free to contact me with any questions or concerns. It was a pleasure working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Shawn Wedel'.

Ms. Shawn Wedel  
Administrative Assistant

Enclosures

Cc: Mr. Geoffrey M.T. Sturr

A Court Reporting Firm  
Wells Fargo Plaza  
221 N. Kansas, Suite 1101  
El Paso, Texas 79901

P 915.544.1515  
F 915.544.1725


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1 I, YOMTOV SCOTT MENAGED, have read the  
2 foregoing deposition and hereby affix my signature that  
3 same is true and correct, except as noted above.

4

5

6

  
YOMTOV SCOTT MENAGED

7 THE STATE OF \_\_\_\_\_)

8 COUNTY OF \_\_\_\_\_)

9

10 Before me, \_\_\_\_\_, on this  
11 day personally appeared YOMTOV SCOTT MENAGED known to me  
12 (or proved to me under oath or through \_\_\_\_\_)  
13 (description of identity card or other document) to be  
14 the person whose name is subscribed to the foregoing  
15 instrument and acknowledged to me that they executed the  
16 same for the purposes and consideration therein  
17 expressed.

18 Given under my hand and seal of office this  
19 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

20

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22

NOTARY PUBLIC IN AND FOR  
THE STATE OF \_\_\_\_\_

23

24 My commission expires: \_\_\_\_\_

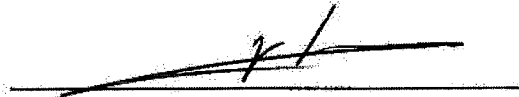
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1 I, YOMTOV SCOTT MENAGED, have read the  
2 foregoing deposition and hereby affix my signature that  
3 same is true and correct, except as noted above.

4

5



6

YOMTOV SCOTT MENAGED

7

THE STATE OF \_\_\_\_\_)

8

COUNTY OF \_\_\_\_\_)

9

10 Before me, \_\_\_\_\_, on this  
11 day personally appeared YOMTOV SCOTT MENAGED known to me  
12 (or proved to me under oath or through \_\_\_\_\_)  
13 (description of identity card or other document) to be  
14 the person whose name is subscribed to the foregoing  
15 instrument and acknowledged to me that they executed the  
16 same for the purposes and consideration therein  
17 expressed.

18

Given under my hand and seal of office this

19

\_\_\_\_\_ day of \_\_\_\_\_, 2019.

20

21

NOTARY PUBLIC IN AND FOR  
THE STATE OF \_\_\_\_\_

22

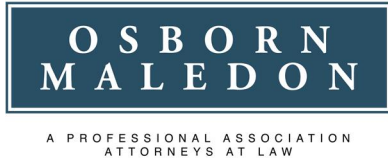
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My commission expires: \_\_\_\_\_

25

## **EXHIBIT 2**



**Joshua M. Whitaker**

[jwhitaker@omlaw.com](mailto:jwhitaker@omlaw.com)

2929 North Central Avenue  
21st Floor  
Phoenix, Arizona 85012

Direct Line 602.640.9365

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December 11, 2019

**VIA FIRST-CLASS MAIL**

Yomtov Scott Menaged, # 74322-408  
FCI Safford  
Federal Correctional Institution  
P.O. Box 9000  
Safford, Arizona 85548

Re: *Peter Davis, Receiver of DenSco v. Clark Hill PLC and David G. Beauchamp*  
Case No. CV 2017-013832

Dear Mr. Menaged:

As you may recall, you were deposed in the case listed above on September 23 and 24, 2019. I am one of the lawyers representing the Receiver of DenSco in this case.

During your deposition, you designated your entire testimony as confidential, rather than identifying specific portions of your testimony that the law allows to be treated confidential. We filed today the enclosed motion asking the Court to enter an Order that your attempted confidentiality designation was ineffective and that the transcript of your deposition is not subject to the protective order that has been entered in this case.

Sincerely,

Joshua M. Whitaker

JMW/klm  
Enclosure  
8328256

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Geoffrey M. T. Sturr, 014063  
Joseph N. Roth, 025725  
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Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF MARICOPA

Peter S. Davis, as Receiver of DenSco  
Investment Corporation, an Arizona  
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Plaintiff,

v.

Clark Hill PLC, a Michigan limited  
liability company; David G. Beauchamp  
and Jane Doe Beauchamp, husband and  
wife,

Defendants.

No. CV2017-013832

**ORDER**

(Assigned to the Honorable  
Daniel Martin)

Having considered Plaintiff's Motion to Declare Menaged's Attempted Confidentiality Designation Ineffective, filed December 11, 2019, and good cause appearing,

IT IS HEREBY ORDERED that Yomtov Scott Menaged's attempt to designate his entire September 2019 deposition transcript as confidential was ineffective. The transcript is not subject to the protective order that has been entered in this case.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Honorable Daniel Martin  
Judge of the Superior Court