

**IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI  
FIRST JUDICIAL DISTRICT**

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**

**PLAINTIFF**

**VS.**

**CASE NO. 25CI1:22cv286-EFP**

**MISSISSIPPI COMMUNITY EDUCATION CENTER, INC., et al**

**DEFENDANTS**

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**AGREED PROTECTIVE ORDER**

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This day this cause came before the Court on the joint motion of Plaintiff Mississippi Department of Human Services (“MDHS”) and Defendants Brett Lorenzo Favre, Lobaki, Inc., and Lobaki Foundation for entry of a protective order, pursuant to Mississippi Rule of Civil Procedure 26(d), concerning disclosures or production of certain confidential documents and records and to protect the confidentiality of nonpublic, private and sensitive information in this action. Having considered such motion, and the agreement of the above-listed parties, the Court finds that the motion is well taken and should be granted. The Court hereby finds and orders as follows:

IT IS HEREBY ORDERED that Plaintiff MDHS and Defendants John Davis, Mississippi Community Education Center, Inc., New Learning Resources, Inc., Nancy Whitten New, Zachary W. New, Jesse Steven New, Jr., Magnolia Strategies LLC, N3 Holdings LLC, Family Resource Center of North Mississippi, Inc., Christi H. Webb, Amy S. Harris, Brett Lorenzo Favre, The University of Southern Mississippi Athletic Foundation, Jacob W. Vanlandingham, Prevacus, Inc., PreSolMD, LLC, Paul Victor Lacoste, Victory Sports Foundation, Inc., Marcus L. Dupree, Marcus Dupree Foundation, Inc., Ted M. DiBiase, Sr., Heart of David Ministries, Inc., Ted M. (“Teddy”) DiBiase, Jr., Priceless Ventures LLC, Familiae Orientem LLC, Brett Dale DiBiase, Restore2, LLC, Northeast Mississippi Football Coaches Association, Rise Luxury Rehab, LLC d/b/a Rise in

Malibu, Adam Andrew Such, SBGI, LLC, Nicholas Cronin Coughlin, NCC Ventures LLC, Brian Jeff Smith, JTS Enterprises LLC, Austin G. Smith, Lobaki Foundation, Lobaki, Inc., William Longwitz, Inside Capitol LLC, Soul City Hospitality LLC, Chase Computer Services, SouthTec, Inc., Jacob Black, William Garrigues (“Garrig”) Shields, Williams Weiss, Hester, & Co., PLLC (each a “Party” and herein collectively referred to as “Parties”), their respective officers, agents, servants, employees, and attorneys, any other person in active concert or participation with any of the foregoing, and all other persons with actual notice of this Order will adhere to the following terms, upon pain of contempt:

1. With respect to “Discovery Material” (*i.e.*, information of any kind produced or disclosed in the course of discovery in this action) that a person has designated as “Confidential” or “Highly Confidential—Attorney’s Eyes Only (AEO)” pursuant to this Order, no person subject to this Order may disclose such Confidential or Highly Confidential—AEO Discovery Material to anyone else except as expressly permitted hereunder:

2. The Party or person producing or disclosing Discovery Material (each, “Producing Party”) may designate as Confidential material that it reasonably and in good faith believes consists of:

- a) previously non-disclosed financial information (including without limitation profitability reports or estimates, percentage fees, design fees, royalty rates, minimum guarantee payments, sales reports, and sale margins);
- b) previously non-disclosed material relating to ownership or control of any non-public company;
- c) previously non-disclosed business plans, product-development information, or marketing plans;

- d) confidential, non-public personal information; and/or
- e) any other category of information given confidential status by this Court after the date of this Order.

3. The Producing Party may also designate as Highly Confidential—AEO Confidential information which a Producing Party in good faith reasonably believes contains sensitive, non-public, financial, marketing, customer, regulatory, research, development, personal, or commercial information.

4. With respect to the Confidential or Highly Confidential—AEO portion of any Discovery Material other than deposition transcripts and exhibits, the Producing Party or its counsel may designate such material as “Confidential” or “Highly Confidential—AEO” by stamping or otherwise clearly marking as “Confidential” or “Highly Confidential—AEO” the protected material.

5. A Producing Party or its counsel may designate deposition exhibits or portions of deposition transcripts as Confidential or Highly Confidential—AEO Discovery Material either by: (a) indicating on the record during the deposition that a question calls for Confidential information, in which case the reporter will bind the transcript of the designated testimony in a separate volume and mark it as “Confidential Information Governed by Protective Order;” or (b) notifying the reporter and all counsel of record, in writing, within 30 days after a deposition has concluded, of the specific pages and lines of the transcript that are to be designated “Confidential” or Highly Confidential—AEO in which case all counsel receiving the transcript will be responsible for marking the copies of the designated transcript in their possession or under their control as directed by the Producing Party or that person’s counsel. During the 30-day period following a deposition,

all Parties will treat the entire deposition transcript as if it had been designated Confidential or Highly Confidential—AEO.

6. If at any time before the termination of this action a Producing Party realizes that it should have designated as Confidential some portion(s) of Discovery Material that it previously produced without limitation, the Producing Party may so designate such material by notifying all Parties in writing. Thereafter, all persons subject to this Order will treat such designated portion(s) of the Discovery Material as Confidential or Highly Confidential—AEO. In addition, the Producing Party shall provide each other Party with replacement versions of such Discovery Material that bears the “Confidential” or “Highly Confidential—AEO” designation within two business days of providing such notice.

7. Nothing contained in this Order will be construed as: (a) a waiver by a Party or person of its right to object to any discovery request; (b) a waiver of any privilege or protection; or (c) a ruling regarding the admissibility at trial of any document, testimony, or other evidence.

8. Where a Producing Party has designated Discovery Material as Confidential, other persons subject to this Order may disclose such information only to the following persons:

- (a) the Parties to this action, their insurers, and counsel to their insurers;
- (b) counsel retained specifically for this action, including any paralegal, clerical, or other assistant that such outside counsel employs and assigns to this matter;
- (c) outside vendors or service providers (such as copy-service providers and document-management consultants) that counsel hire and assign to this matter;
- (d) any mediator, arbitrator, or special master that the Parties engage in this matter or that this Court appoints, provided such person has first executed a Non-Disclosure Agreement in the form annexed as Exhibit A hereto;

- (e) as to any document, its author, its addressee, and any other person indicated on the face of the document as having received a copy;
- (f) any witness who counsel for a Party in good faith believes may be called to testify at trial or deposition in this action, provided (i) such person has first executed a Non-Disclosure Agreement in the form annexed as Exhibit A hereto, and (ii) they will not be permitted to keep any Confidential information unless otherwise agreed by the Producing Party or ordered by the court;
- (g) any person a Party retains to serve as an expert witness or otherwise provide specialized advice to counsel in connection with this action, provided such person has first executed a Non-Disclosure Agreement in the form annexed as Exhibit A hereto;
- (h) stenographers engaged to transcribe depositions the Parties conduct in this action;
- (i) this Court, including any appellate court, its support personnel, and court reporters; and
- (j) any other person or entity whom the Producing Party agrees in writing may receive materials designated as Confidential, provided that such person signs an undertaking in the form attached as Exhibit A hereto.

9. Where a Producing Party has designated Discovery Material as Highly Confidential—AEO, other persons subject to this Order may disclose such information only to the following persons:

- (a) counsel retained specifically for this action, including any paralegal, clerical, or other assistant that such outside counsel employs and assigns to this matter;

- (b) as to any document, its author, its addressee, and any other person indicated on the face of the document as having received a copy;
- (c) any mediator, arbitrator, or special master that the Parties engage in this matter or that this Court appoints, provided such person has first executed a Non-Disclosure Agreement in the form annexed as Exhibit A hereto;
- (d) any witness who counsel for a Party in good faith believes may be called to testify at trial or deposition in this action, provided (i) such person has first executed a Non-Disclosure Agreement in the form annexed as Exhibit A hereto, and (ii) they will not be permitted to keep any Confidential information unless otherwise agreed by the Producing Party or ordered by the court;
- (e) any person a Party retains to serve as an expert witness or otherwise provide specialized advice to counsel in connection with this action, provided such person has first executed a Non-Disclosure Agreement in the form annexed as Exhibit A hereto;
- (f) stenographers engaged to transcribe depositions the Parties conduct in this action;
- (g) this Court, including any appellate court, its support personnel, and court reporters;  
and
- (h) any other person or entity whom the Producing Party agrees in writing may receive materials designated as Confidential, provided that such person signs an undertaking in the form attached as Exhibit A hereto.

10. Before disclosing any Confidential or Highly Confidential—AEO Discovery Material to any person referred to in subparagraphs 8(d), 8(f), 8(g), 9(c), 9(d), or 9(e) above, counsel must provide a copy of this Order to such person, who must sign a Non-Disclosure

Agreement in the form annexed as Exhibit A hereto stating that he or she has read this Order and agrees to be bound by its terms. Said counsel must retain each signed Non-Disclosure Agreement, hold it in escrow, and produce it to opposing counsel either before such person is permitted to testify (at deposition or trial) or at the conclusion of the case, whichever comes first.

11. This Order binds the Parties and certain others to treat as Confidential or Highly Confidential—AEO any Discovery Materials so classified. The Court has not, however, made any finding regarding the confidentiality of any Discovery Materials, and retains full discretion to determine whether to afford confidential treatment to any Discovery Material designated as Confidential hereunder. Any use of Protected Material at trial shall be governed by the orders of the Court. This Order does not govern the use of Protected Material at trial.

12. In filing Confidential or Highly Confidential—AEO Discovery Material with this Court, or filing portions of any pleadings, motions, or other papers that disclose such Confidential or Highly Confidential—AEO Discovery Material (“Confidential Court Submission”), the Parties shall publicly file a redacted copy of the Confidential Court Submission via the Electronic Case Filing System. The Parties shall also file an unredacted copy of the Confidential Court Submission under seal with the Clerk of this Court, and the Parties shall serve this Court and opposing counsel with unredacted courtesy copies of the Confidential Court Submission. The Producing Party or any other Party that seeks to maintain Confidential or Highly Confidential—AEO Discovery Material under seal must file an application justifying the sealing of such documents within five (5) business days after the filing of the Confidential or Highly Confidential—AEO Discovery Material. The Confidential or Highly Confidential—AEO Discovery Material shall remain under seal until the Court rules on such an application.

13. Any Party who objects to any designation of confidentiality may at any time before the trial of this action serve upon counsel for the Producing Party a written notice stating with particularity the grounds of the objection. If the Parties cannot reach agreement promptly, counsel for all affected Parties will address their dispute to this Court.

14. Recipients of Confidential or Highly Confidential—AEO Discovery Material under this Order may use such material solely for the prosecution and defense of this action and any appeals thereto, and not for any other purpose or in any other litigation proceeding. Nothing contained in this Order, however, will affect or restrict the rights of any Party with respect to its own documents or information produced in this action.

15. Nothing in this Order will prevent any Party from producing any Confidential or Highly Confidential—AEO Discovery Material in its possession in response to a lawful discovery request, subpoena or other compulsory process, or if required to produce by law or by any government agency having jurisdiction, provided that such Party gives written notice to the Producing Party as soon as reasonably possible, and if permitted by the time allowed under the request, at least 10 days before any disclosure. Upon receiving such notice, the Producing Party will bear the burden to oppose compliance with the discovery request, subpoena, other compulsory process, or other legal notice if the Producing Party deems it appropriate to do so.

16. Each person who has access to Discovery Material designated as Confidential or Highly Confidential—AEO pursuant to this Order must take all due precautions to prevent the unauthorized or inadvertent disclosure of such material.

17. Within 60 days of the final disposition of this action—including all appeals—all recipients of Confidential or Highly Confidential—AEO Discovery Material must either return it—including all copies thereof—to the Producing Party, or, upon permission of the Producing Party,



destroy such material—including all copies thereof. In either event, by the 60-day deadline, the recipient must certify its return or destruction by submitting a written certification to the Producing Party that affirms that it has not retained any copies, abstracts, compilations, summaries, or other forms of reproducing or capturing any of the Confidential or Highly Confidential—AEO Discovery Material. Notwithstanding this provision, the attorneys that the Parties have specifically retained for this action may retain an archival copy of all pleadings, motion papers, transcripts, expert reports, legal memoranda, correspondence, or attorney work product, even if such materials contain Confidential or Highly Confidential—AEO Discovery Material. Any such archival copies that contain or constitute Confidential or Highly Confidential—AEO Discovery Material remain subject to this Order.

18. This Order will survive the termination of the litigation and will continue to be binding upon all persons subject to this Order to whom Confidential or Highly Confidential—AEO Discovery Material is produced or disclosed.

19. This Court will retain jurisdiction over all persons subject to this Order to the extent necessary to enforce any obligations arising hereunder or to impose sanctions for any contempt thereof.

**SO ORDERED AND ADJUDGED** on this the 24 day of October, 2023.

  
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**CIRCUIT COURT JUDGE**

**AGREED:**

*/s/ Daniel J. Koevary*

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**KASOWITZ BENSON TORRES LLP**

Daniel R. Benson (PHV# 995927)  
DBenson@kasowitz.com  
Jennifer M. McDougall (PHV# 995926)  
JMcDougall@kasowitz.com  
Daniel J. Koevary (PHV# 995925)  
DKoevary@kasowitz.com  
1633 Broadway  
New York, NY 10019  
Telephone: (212) 506-1700  
Facsimile: (212) 506-1800

**ERIC D. HERSCHMANN, Esq.**

(PHV #995916)  
210 Lavaca Street  
Austin, Texas 78701  
Telephone: (512) 551-3344  
Facsimile: (512) 798-4376  
Email: EDHNotice@gmail.com

**MICHAEL J. SEMPÉR, PLLC**

Michael J. Shemper (MSB# 100531)  
Attorney at Law  
140 Mayfair Road, Suite 1200  
Hattiesburg, MS 39402  
Telephone: (601) 545-7787  
Facsimile: (601) 545-1711  
Email: michael@shemperlaw.com

*Counsel for Defendant Brett Lorenzo Favre*

*/s/ Kaytie M. Pickett*

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**JONES WALKER LLP**

Kaytie M. Pickett, Bar No. 103202  
Adam Stone, Bar No. 10412  
Clarence Webster III, Bar No. 102111  
Andrew S. Harris, Bar No. 104289  
Abbey Adcock Reeves, Bar No. 105720  
190 East Capitol Street, Suite 800 (39201)  
Post Office Box 427  
Jackson, Mississippi 39205-0427  
Telephone (601) 709-3344  
Telecopy (601) 949-4804  
Email: astone@joneswalker.com  
kpickett@joneswalker.com  
cwebster@joneswalker.com  
aharris@joneswalker.com  
areeves@joneswalker.com

*Counsel for Plaintiff Mississippi Department  
of Human Services*

Stephen F. Schelver, Bar No. 101889  
Special Assistant Attorney General  
Office of the Attorney General  
Civil Litigation Division  
Post Office Box 220  
Jackson, Mississippi 39205  
Telephone: (601) 359-3680  
Facsimile: (601) 359-2003  
Email: stephen.schelver@ago.ms.gov

*Co-Counsel for Plaintiff Mississippi  
Department of Human Services*

*/s/ Caroline B. Smith*

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**BUTLER SNOW LLP**

Tommie S. Cardin (MSB# 5863)  
Amanda B. Barbour (MSB# 99119)  
Caroline B. Smith (MSB# 105501)  
Sammy L. Brown, Jr. (MSB# 106046)  
1020 Highland Colony Parkway, Suite 1400

Ridgeland, MS 39157  
Post Office Box 6010  
Ridgeland, MS 39158-6010  
Tel: (601) 948-5711  
Fax: (601) 985-4500  
Email: tommie.cardin@butlersnow.com  
amanda.barbour@butlersnow.com  
caroline.smith@butlersnow.com  
sammy.brown@butlersnow.com

*Counsel for Defendants Lobaki, Inc. and  
Lobaki Foundation*

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FIRST JUDICIAL DISTRICT**

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**

**PLAINTIFF**

**VS.**

**CASE NO. 25CI1:22cv286-EFP**

**MISSISSIPPI COMMUNITY EDUCATION CENTER, INC., et al**

**DEFENDANTS**

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**NON-DISCLOSURE AGREEMENT**

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I, \_\_\_\_\_, acknowledge that I have read and understand the Agreed Protective Order in the above styled and numbered action governing the non-disclosure of those portions of Discovery Material that have been designated as Confidential. I agree that I shall not disclose such Confidential Discovery Material to anyone other than for purposes of this litigation and that at the conclusion of the litigation, I shall return all discovery information to the Party or attorney from whom I received it. By acknowledging these obligations under the Protective Order, I understand that I am submitting myself to the jurisdiction of the Circuit Court of Hinds County, Mississippi, First Judicial District, for all purposes of enforcement of the Agreed Protective Order any issue or dispute arising hereunder and that my willful violation of any term of the same could subject me to punishment for contempt of Court. I further agree to immediately return all confidential discovery material (and all copies or excerpts thereof) to the Party or attorney who tendered them to me immediately upon my receipt of a demand for their return, or to destroy such materials with the permission of the Party or attorney who tendered them to me.

\_\_\_\_\_  
Name:

Date: