

RECEIVED IN CLERK'S OFFICE
U.S.D.C. Atlanta

FILED IN CHAMBERS
2/05
Luther D. Thomas, Clerk
M. Nantz
Deputy Clerk

JAN 18 2005
ORIGINAL
LUTHER D. THOMAS, Clerk
[Signature]
Deputy Clerk

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

EARTHLINK, INC.,)	
)	
Plaintiff,)	
)	
v.)	CASE NO. 1:04-CV-3142 CAP
)	
)	
JOHN DOES 1-25 ("the Mortgage Lead)	
Spammers"); and JOHN DOES 26-50)	
("the Drug Spammers"),)	
)	
Defendants.)	

CONSENT CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER

Plaintiff EarthLink, Inc. ("EarthLink") and Quicken Loans, Inc. ("Quicken Loans") hereby agree that in response to that certain subpoena in the above-styled civil action served by EarthLink on Quicken Loans on December 28, 2004, Quicken Loans may produce correspondence, memoranda, guidelines, booklets, pamphlets, formulas, documents, reports, computer printouts, or otherwise respond to discovery, and provide information that might reveal confidential information that should not be disclosed outside of this litigation. Accordingly, EarthLink and Quick Loans hereby stipulate and agree, subject to the Court's approval, that:

1. Definition of Confidential Information.

"Confidential Information" as used herein means any information which is designated as "confidential" by a person or entity

producing such information (the "Designating Entity").

Information shall be designated as confidential only upon a good faith belief that the information is confidential and subject to protection under Federal Rules of Civil Procedure 26 and 34.

2. Designation of Confidential Information.

Documents containing Confidential Information shall be designated as confidential by marking it "CONFIDENTIAL."

The term "document" means all written, recorded, or graphic material, whether produced or created by a party or another person, whether produced pursuant to a subpoena issued under Federal Rule of Civil Procedure 45, by agreement or otherwise.

3. Non-Disclosure of Confidential Information.

No Confidential Information may be disclosed to, disseminated to, or otherwise discussed with, any person, except with the prior written consent of the Designating Entity, or as hereinafter provided in this Consent Confidentiality Agreement and Protective Order. Any summary, copy, electronic imaging or database of any Confidential Information likewise shall be subject to these terms to the same extent as the Confidential Information from which the summary or copy is made. Persons obtaining access to Confidential Information shall use the information only for preparation and trial of this litigation (including appeals and retrials), and shall not use such information for any other purpose, including business,

governmental, commercial, or administrative or judicial proceedings. However, nothing in this Order shall be deemed to restrict in any manner the use by any party of its own documents or materials.

4. Permissible Disclosures of Confidential Information.

a. Subject to paragraph 3, Confidential Information may be disclosed to counsel for the parties in this action who are actively engaged in the conduct of this litigation; to the lawyers, secretaries, paralegal assistants and employees of such attorney to the extent reasonably necessary to render professional services in this litigation; and to arbitration and/or court officials and court reporters involved in this litigation.

b. Subject to paragraph 3, Confidential Information may also be disclosed to persons noticed for deposition or designated as trial witnesses to the extent reasonably necessary in preparing to testify, and to outside consultants or experts retained for the purpose of assisting counsel in this litigation, provided, however, that in all such cases the individuals to whom disclosure is to be made has reviewed this Order and execute an affidavit of compliance.

5. Subpoena by Other Courts or Agencies.

If Confidential Information which a party has obtained under the terms of this Order is subpoenaed or its production is otherwise

demanded, such party shall promptly notify in writing the Designating Entity of the receipt of such subpoena or order, and shall cooperate with the Designating Entity in ensuring continued confidential treatment of such documents.

6. Return of Confidential Information.

Within sixty (60) days after conclusion of all aspects of this litigation, all documents containing Confidential Information and all copies of same (other than exhibits of record) shall be returned to the Designating.

7. Inadvertent Disclosure.

Inadvertent disclosure of any document or information in this action shall be without prejudice to any claims that such material is Confidential Information, privileged, work product or otherwise protected from discovery, and no party shall be held to have waived any rights by such disclosure. Any document or information so disclosed and subject to a subsequent claim of privilege, work product or other protection, shall be returned immediately to the appropriate party and such document or information shall not be introduced into evidence in this or any other proceeding by any person without either (i) the consent of said party or (ii) by order of the court, nor will such document or information be subject to production (other than in camera) in any proceeding by virtue of the fact that it was inadvertently produced in this proceeding.

8. Non-Waiver.

Disclosure of Confidential Information to third parties by any party or persons, except the Designating Entity, shall not waive the confidentiality of such information or the obligation hereunder.

11. Non-Parties.

Quicken Loans is a subpoenaed non-party who may designate and provide Confidential Information in this action, and it may petition the Court for enforcement of this Order at any time.

12. Responsibility of Attorneys.

The attorneys of record are responsible for employing reasonable measures to control, consistent with this Order, duplication of, access to, and distribution of Confidential Information.

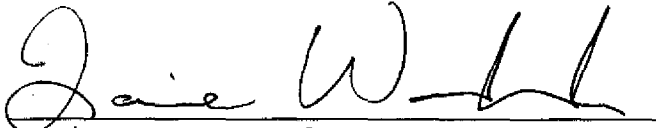
13. Court Retains Jurisdiction.

After the conclusion of this litigation, the provisions of this Order shall continue to be binding and this Court shall retain jurisdiction over the parties and any other person who has access to Confidential Information produced pursuant to this Order for the purpose of enforcement of this Order.

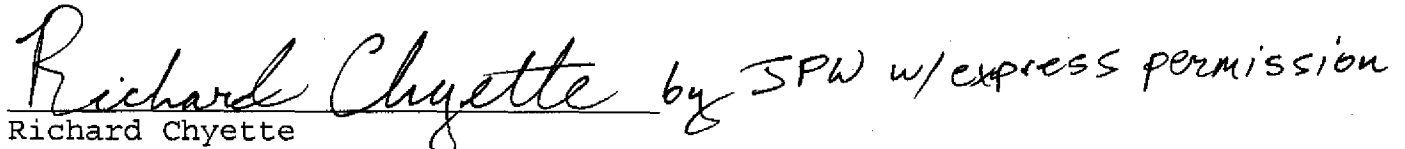
IT IS SO AGREED this 18 day of January, 2005.

[SIGNATURES ON FOLLOWING PAGE]

CONSENTED AND AGREED TO BY:

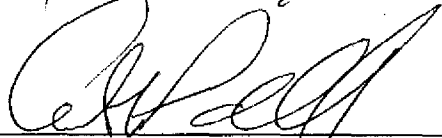


Jamie P. Woodard
Georgia Bar No. 775792
Attorney for Plaintiff EarthLink, Inc.



Richard Chyette
Michigan Bar No. P40857
Attorney for Quicken Loans, Inc.
(Signed by Jamie P. Woodard w/ express permission)

IT IS SO ORDERED THIS 1 DAY OF Feb, 2005.



Charles A. Pannell, Jr.
Judge, United States District Court