

April 5, 2004

Dear Mr. Griffin,

Thank you for your letter of April 1, 2004 and for once again sending a copy of Judge Gilmore's order allowing discovery. I think is clear to me now after reading, it for the second time, that Judge Gilmore's order allows you discovery.

According to the protective order, only documents containing trade secrets or confidential commercial information are allowed coverage by the protective order. Paragraph 1 is quite clear on the items - financial, commercial, marketing, business, trade secrets, know-how or proprietary data relating to financial, commercial, marketing, business, and other related within the meaning of Rule 26(c)(7). Nowhere does it state that an opposing expert's opinion is entitled to coverage of a protective order.

Would you mind detailing those areas of the Blakey report, which are trade secrets or of a confidential commercial nature fitting the classes highlighted in paragraph 1? You never answered from my first letter why this document would be granted protective order privileges in the first place. It fits none of the characteristics of definition defined in Paragraph 1 of the protective order.

I have never worked for the court, any of the attorneys in the case, and I was not a party to the case. I cannot *knowingly* have violated a protective order for a document, for which I've never had a legal obligation to protect, which doesn't fit the characteristics of documents customarily afforded such protection, and which had already been made public before I published it. With regard to your assertion that I knew the report was subject to a protective order because of the language from the Western District of Michigan opinion I read, I would remind you that it says no such thing. That opinion says that your client and P&G *agreed* to keep it under seal. It does not say that it was subject to a protective order. I find that interesting since I notice in the text of your letter to my site host that nowhere do you state that the report is actually covered by the protective order. Like the opinion from the Western District of Michigan court, you state that your client and P&G agreed to treat it as sealed. I find it curious that you would route copies of the protective order out to private non-parties to give the impression that this document is covered by a court order when it appears that it is covered by nothing more than an agreement between P&G and Amway – an agreement, by the way, you seem to have forgotten to include in the materials you sent to me.

I wrote my attorney, who is an expert in 1st Amendment law. She said, due to the doctrine of prior restraint, I have the right to publish any document that came to me legally. The document was found in a very public place and this is not an issue of national security. A second attorney also confirmed this. What actions the webmaster at webraw.com/quixtar took set no legal precedent for me. He is not an attorney and I do not know if he even has an attorney to advise him.

Since you saw fit not to include any precedents to support your case, I will go out of my way to supply you with a precedent, which supports my case. Please see attachment from the *Procter & Gamble Co. v. Bankers Trust Co.*, 78 F.3d 219 (6th Cir. 1996).

Best Regards,

Scott Larsen