

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re:	) Chapter 11
	)
	) Case No. 22-50804
	)
VOLUNTEER ENERGY SERVICES, INC.,	) Judge Nami Khorrami
	)
Debtor. ¹	)

**JOINT MOTION OF LIQUIDATING TRUSTEE AND CURNUTTE-RELATED
PARTIES FOR ENTRY OF A STIPULATED PROTECTIVE ORDER**

John B. Pidcock, solely in his capacity as the liquidating trustee (the “**Liquidating Trustee**”) of the above-captioned debtor, Voluntary Energy Services, Inc. (“**VESI**” or the “**Debtor**”) on one hand and (a) Richard Allen Curnutte Sr. (“**Curnutte Sr.**”); (b) Leah J. Curnutte (“**Mrs. Curnutte**”); (c) Deobrah Chuvalas (“**Mrs. Chuvalas**”); (d) Richard Allen Curnutte Jr. (“**Curnutte Jr.**”); (e) Shayne D. Curnutte (“**SD Curnutte**”); (f) Travis James Curnutte (“**TJ Curnutte**”); (g) Marc C. Runck Sr. (“**Runck Sr.**”); (h) Dorothy “Dotty” J. Runck (“**Mrs. Runck**”); (i) Marc C. Runck Jr. (“**Runck Jr.**”); (j) Amy Meloy (“**Ms. Meloy**” and together with “Curnutte Sr., Mrs. Curnutte, Mrs. Chuvalas, Curnutte Jr., SD Curnutte, TJ Curnutte, Runck Sr., Mrs. Runck and Runck Jr., the “**Curnutte Parties**”); (k) L.J.C. Real Estate Holdings, LLC (“**LJC**”); (l) Volli Communications, Inc. (“**Volli**” and with the Curnutte Parties, and LJC, collectively, the “**Defendants**”) and with the Liquidating Trustee, the “**Movants**”) on the other hand, by and through their respective undersigned counsel, hereby jointly move (the “**Joint Motion**”) seeking entry of a Confidentiality Agreement and Stipulated Protective Order (the

¹ The last four digits of the Debtor’s federal tax identification are (2693), and the address of the Debtor’s corporate headquarters is 790 Windmill Drive, Pickerington, Ohio 43147.

“Protective Order”) in the form attached hereto as **Exhibit A**. In support of this Joint Motion, the Movants respectfully state as follows:

BACKGROUND

1. On March 23, 2024, the Liquidating Trustee filed a *Complaint for Collection and Turnover of Property of the Estate Pursuant to 11 U.S.C. § 542 and Related Relief* (the **“Volli Adversary Proceeding”**) against Volli, being Adversary Proceeding Case No. 24-02021 filed in the United States Bankruptcy Court for the Southern District of Ohio.

2. On the same day, the Liquidating Trustee filed a *Complaint for Avoidance and Recovery of Preferential Transfers, Unjust Enrichment and Objection to Claims* (the **“LJC Adversary Proceeding”**) against LJC, being Adversary Proceeding Case No. 24-02022 filed in the United States Bankruptcy Court for the Southern District of Ohio.

3. On the same day, the Liquidating Trustee filed a *Complaint for Breach of Fiduciary Duty, Corporate Waste, Conversion, Aiding and Abetting Breach of Fiduciary Duty, Avoidance and Recovery of Fraudulent Transfers, Unjust Enrichment, Negligence, Accounting, Equitable Subordination and Related Relief* (the **“Curnutte Adversary Proceeding”** and with the Volli Adversary Proceeding and the LJC Adversary Proceeding, the **“Adversary Proceedings”**) against the Curnutte Parties, being Adversary Proceeding Case No. 24-02023 filed in the United States Bankruptcy Court for the Southern District of Ohio.

4. On June 21, 2024, each of the Defendants, by and through their counsel, filed their respective *Motion to Dismiss Liquidating Trustee’s Complaint* (each a **“Motion to Dismiss”**) in each of the respective Adversary Proceedings.

5. The Movants have agreed to extend the Liquidating Trustee’s deadline to respond to the respective Motions to Dismiss to allow them to explore a global resolution of each Adversary

Proceeding and Motion to Dismiss, and failing that, may continue litigating each Adversary Proceeding and Motion;

6. The Movants currently are engaged in informal discovery in connection with the pending adversary proceedings, and in furtherance of the litigation and goal of a global resolution, the Movants may either seek to exchange Confidential Information (as defined below) or seek discovery of Confidential Information from one another, including through informal requests or service of document requests, interrogatories, depositions, subpoenas and other discovery requests (collectively, “**Discovery Requests**”) as provided by the Federal Rules, the Bankruptcy Rules, and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Ohio (the “**Local Rules**”).

7. In addition, there are certain persons or entities other than the Movants hereto that may also propound or be served with Discovery Requests in connection with each Adversary Proceeding and Motion to Dismiss filed by the respective Defendants.

8. The Movants intend that this Protective Order shall govern the use, dissemination, and disclosure of certain documents and materials described herein which are obtained by the Parties through discovery.

9. Because documents and other discovery sought from the Movants relating to the Adversary Proceedings may contain proprietary and sensitive information, the Movants, through their respective undersigned counsel, have conferred with one another regarding the terms of the Protective Order.

JURISDICTION AND VENUE

10. The United States Bankruptcy Court for the Southern District of Ohio (the “**Court**”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and *General*

Order 30-3 from the Court, dated December 4, 2019 (the “**General Order**”). The Movants confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rule**”), to the entry of a final order by the Court in connection with this Joint Motion to the extent that it is later determined that the Court in connection with this Joint Motion to the extent that it is later determined that the Court, absent consent of the Parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

11. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

12. The bases for the relief requested herein are section 107(b) of the title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”), Rule 26 of the Federal Rules of Civil Procedure, Bankruptcy Rules 7026 and 9018, and the General Order.

BASIS FOR RELIEF

13. Under Federal Rule 26(c), made applicable to this chapter 11 case by Bankruptcy Rule 7026, apart from whom discovery is sought may move for a protective order and the Court, for good cause, may issue an order to protect a party from annoyance, embarrassment, oppression, or undue burden or expense, including one or more of the eight reasons the rule enumerates. *See* Fed. R. Civ. P. 26(c)(1)(A)-(H).

14. In bankruptcy proceedings, section 107(b) of the Bankruptcy Code expressly provides this Court with the authority to afford a part in interest protection from open disclosure of, among other things, “trade secret or confidential research, development, or commercial information.” *See* 11 U.S.C. § 107(b)(1). This statute is implemented through Bankruptcy Rule 9018, which provides that the Court may “make any order which justice requires ... to protect the

estate or any entity in respect of a trade secret or other confidential research, development, or commercial information.” *See* Fed. R. Bankr. P. 9018(1).

15. The proposed Protective Order is an effective mechanism – consistent with the statutes and rules noted above – to shield from public disclosure proprietary information, trade secrets, or other financial or confidential information, which, if publicly disclosure, could unnecessarily harm the disclosing party. It would apply to proceedings in the main case as well as adversary proceedings, as applicable, amongst the Parties. Among other things, the proposed Protective Order provide for the good-faith designation of documents and other information as “Confidential Material” or “Highly Confidential Material” and outlines the parameters, requirements, and protections attendant to such designations. Moreover, the proposed Protective Order provides mechanisms for other parties to agree to be bound by it and be treated as a Party (as defined in the Protective Order) with all rights and obligations of the signatory Parties thereto.

16. For the foregoing reasons, the Parties respectfully request that the Court enter the Protective Order in the form attached hereto as **Exhibit A**.

NOTICE

17. The Parties provided notice of this Joint Motion to the entities on the Master Service List (as defined in the Case Management Order in this chapter 11 case [Docket No. 104]) available on the Debtor’s case website at <https://dm.epiq11.com/case/volunteerenergy/info>. The Parties submit that, in light of the nature of the relief requested, no other or further notice need be given.

NO PRIOR REQUESTS

18. No prior request for the relief sought in this Joint Motion has been made to this or any other court.

WHEREFORE, the Movants respectfully request that the Court enter an order, substantially in the form attached as **Exhibit A**, granting the relief requested and such other and further relief as the Court deems appropriate under the circumstances.

Dated: March 5, 2025

Cleveland, Ohio

Dated: March 5, 2025

Columbus, Ohio

/s/ Christopher B. Wick

Christopher B. Wick (0073126)

Hahn Loeser & Parks LLP

200 Public Square, Suite 2800

Cleveland, Ohio 44114

Telephone: (216) 621-0150

Facsimile: (216) 241-2824

Email: cwick@hahnlaw.com

Counsel to the Liquidating Trustee

/s/ John C. Cannizzaro

John C. Cannizzaro (0085161)

ICE MILLER LLP

250 West Street

Columbus, Ohio 43215

Telephone: (614) 462-2700

Email: john.cannizzaro@icemiller.com

Counsel to Richard Allen Curnutte, Sr., Richard Allen Curnutte, Jr., and Marc C. Runck, Sr. in the Curnutte Adversary Proceeding and Volli Communications, Inc. and LJC Real Estate Holdings, LLC

/s/ John A. Gleason

John A. Gleason (0039150)

GLEASON LAW OFFICE LLC

4200 Regent Street, Suite 200

Columbus, Ohio 43219

Telephone: (614) 944-5180

E-mail: jgleason@gleasonlawofficellc.com

Counsel to Leah Curnutte, Deborah Chuvalas, Shayne Curnutte, Travis Curnutte, Dorothy Runck, Marc Runck, Jr., and Amy Meloy in the Curnutte Adversary Proceeding

Exhibit A

Proposed Stipulated Protective Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re:) Chapter 11
VOLUNTEER ENERGY SERVICES, INC.,)
Debtor.) Case No. 22-50804
Judge Nami Khorrami

CONFIDENTIALITY AGREEMENT AND STIPULATED PROTECTIVE ORDER

This Confidentiality Agreement and Stipulated Protective Order (the “**Order**”) is entered into the ____ day of March, 2025 by and among: (a) John B. Pidcock, solely in his capacity as liquidating trustee for the Volunteer Energy Services, Inc. Liquidating Trust (the “**Liquidating Trustee**”); (b) Richard Allen Curnutte Sr. (“**Curnutte Sr.**”); (c) Leah J. Curnutte (“**Mrs. Curnutte**”); (d) Deobrah Chuvalas (“**Mrs. Chuvalas**”); (e) Richard Allen Curnutte Jr. (“**Curnutte Jr.**”); (f) Shayne D. Curnutte (“**SD Curnutte**”); (g) Travis James Curnutte (“**TJ Curnutte**”); (h) Marc C. Runck Sr. (“**Runck Sr.**”); (i) Dorothy “Dotty” J. Runck (“**Mrs. Runck**”); (j) Marc C. Runck Jr. (“**Runck Jr.**”); (k) Amy Meloy (“**Ms. Meloy**” and together with “Curnutte Sr., Mrs. Curnutte, Mrs. Chuvalas, Curnutte Jr., SD Curnutte, TJ Curnutte, Runck Sr., Mrs. Runck and

Runck Jr., the “**Curnutte Parties**”); (l) L.J.C. Real Estate Holdings, LLC (“**LJC**”); (m) Volli Communications, Inc. (“**Volli**” and with the Curnutte Parties, and LJC, collectively, the “**Defendants**”); and (n) any other persons or entities who become bound by this Order by signifying their assent through execution of **Exhibit A** hereto (a “**Declaration**”). Each of the persons or entities identified in the foregoing clauses (a) through (l) shall be referred to herein individually as a “**Party**,” and, collectively, as the “**Parties**.” The Parties, by and through their respective attorneys of record and subject to Court approval, have agreed to entry of this Order pursuant to 11 U.S.C. § 107(b), Rules 7026, 9014 and 9018 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, as made applicable by Federal Rules of Bankruptcy Procedure 7026(c) (the “**Federal Rules**”).

RECITALS

WHEREAS, on March 23, 2024 the Liquidating Trustee filed a *Complaint for Collection and Turnover of Property of the Estate Pursuant to 11 U.S.C. § 542 and Related Relief* (the “**Volli Adversary Proceeding**”) against Volli, being Adversary Proceeding Case No. 24-02021 filed in the United States Bankruptcy Court for the Southern District of Ohio;

WHEREAS, on March 23, 2024 the Liquidating Trustee filed a *Complaint for Avoidance and Recovery of Preferential Transfers, Unjust Enrichment and Objection to Claims* (the “**LJC Adversary Proceeding**”) against LJC, being Adversary Proceeding Case No. 24-02022 filed in the United States Bankruptcy Court for the Southern District of Ohio;

WHEREAS, on March 23, 2024 the Liquidating Trustee filed a *Complaint for Breach of Fiduciary Duty, Corporate Waste, Conversion, Aiding and Abetting Breach of Fiduciary Duty, Avoidance and Recovery of Fraudulent Transfers, Unjust Enrichment, Negligence, Accounting, Equitable Subordination and Related Relief* (the “**Curnutte Adversary Proceeding**”) against the

Curnutte Parties, being Adversary Proceeding Case No. 24-02023 filed in the United States Bankruptcy Court for the Southern District of Ohio;

WHEREAS, on June 21, 2024 each of the Defendants, by and through their counsel, filed their respective *Motion to Dismiss Liquidating Trustee’s Complaint* (each a “**Motion to Dismiss**”) in the proper adversary proceeding;

WHEREAS, the Parties have agreed to extend the Liquidating Trustee’s deadline to respond to the respective Motions to Dismiss to allow the Parties to explore a global resolution of each Adversary Proceeding and Motion to Dismiss, and failing that, may continue litigating each Adversary Proceeding and Motion;

WHEREAS, in furtherance of the litigation and goal of a global resolution, the Parties may either seek to exchange Confidential Information (as defined below) or seek discovery of Confidential Information from one another, including through informal requests or service of document requests, interrogatories, depositions, subpoenas and other discovery requests (collectively, “**Discovery Requests**”) as provided by the Federal Rules, the Bankruptcy Rules, and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Ohio (the “**Local Rules**”);

WHEREAS, there are certain persons or entities other than the Parties hereto that may also propound or be served with Discovery Requests in connection with each Adversary Proceeding and Motion to Dismiss filed by the respective Defendants; and

WHEREAS, the Parties intend that this Order shall govern the use, dissemination, and disclosure of certain documents and materials described herein which are obtained by the Parties through discovery.

NOW, THEREFORE, to facilitate and expedite the production, exchange and treatment of Confidential Information, to facilitate the prompt resolution of disputes over confidentiality, and to protect Discovery Material that a Party seeks to maintain as confidential,

IT IS HEREBY STIPULATED, AGREED, AND, UPON COURT APPROVAL HEREOF, IT IS ORDERED that the following terms will govern any requests for and production and handling of Confidential Information (as defined below) in connection with the Adversary Proceedings filed by the Liquidating Trustee and the Motions to Dismiss filed by the Defendants:

Definitions.

The following definitions apply in this Order:

1. “Attorneys’ Eyes Only Information” means (a) Confidential Information that a Party in good faith believes to be of such an exceptionally sensitive nature that its disclosure to persons other than attorneys and their staff in the action might result in substantial commercial, financial, or operational harm to the Party.

2. The term “Confidential Information” as used in this Order shall mean and include all information that the Designating Party (as defined below) believes, in good faith, constitutes, contains, reveals or reflects information involving trade secrets or sensitive proprietary, commercial, financial, business, technical or private information. It may include, without limitation, documents, things, and information produced in this matter in connection with formal discovery or otherwise; documents, things and information produced by third parties that the producing or designating party is under an obligation to maintain in confidence; deposition testimony and transcripts; and tangible things or objects that are designated confidential pursuant to this Order. The information contained therein and all summaries, copies, abstracts or other documents derived in whole or in part from such Confidential Information shall also be deemed Confidential Information. Documents, things, and information originally designated as

Confidential Information pursuant to this Order shall not retain Confidential status after any ruling by the Bankruptcy Court denying such status. Confidential Information shall not include information that (i) is or becomes generally available to the public (other than as a result of its disclosure in breach of this Order by receiving Party), (ii) is or becomes available to receiving Party on a non-confidential basis from a source other than the Designating Party, unless the receiving Party knows or reasonably should know that such source is prohibited from disclosing such information to the receiving Party by a legal, contractual, or fiduciary obligation to the Designating Party or (iii) is independently developed by a Party without reference to the Confidential Information.

3. The term “Designating Party” means the party or non-party that designates Discovery Material as “Confidential.”

4. The term “Designated Material” means Discovery Material that has been designated as “Confidential Information” or “Attorneys’ Eyes Only Information” under the terms of this Order.

5. The term “Discovery Material” means all information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, documents, files stored in electronic form, and tangible items), contained in disclosures or produced in response to Discovery Requests in this matter or exchanged as part of settlement discussions between the Parties.

6. The term “Non-Party” and, collectively, “Non-Parties,” means a person or entity that is not a Party but produces Discovery Material or otherwise participates in this contested matter.

7. The term “Producing Party” means a Party or Non-Party that produces Discovery Material in this contested matter.

Treatment of Designated Material.

8. Designated Material and any summaries, copies, abstracts, or other documents derived in whole or in part from Designated Material shall be used by a Party only for the purpose of this contested matter, and shall not directly or indirectly be used for any business, financial or other purpose whatsoever, and shall not be communicated in any manner, directly or indirectly, to anyone other than a person qualified to have access to such materials pursuant to Paragraph 8 of this Order.

9. Under this Order, Confidential Information may be disclosed only to:

- a. counsel for the Parties, including their law firm partners, employees and staff as necessary for use in connection with the Adversary Proceedings;
- b. the Parties’ members, managers, partners, directors, officers, employees, and agents who are assisting with or making decisions with respect to the Adversary Proceedings, or if the party is an individual, that person;
- c. the Court, its officers and clerical staff in any judicial proceeding that may result from the Adversary Proceedings;
- d. industry advisors, financial advisors, accounting advisors, experts and consultants (and their respective staff) that are retained by the Parties in connection with the Adversary Proceedings;
- e. any person who is indicated on the face of a document to have been an author, addressee or copy recipient thereof, an actual or intended recipient thereof, or in the case of meeting minutes, an attendee of the meeting;
- f. outside photocopying, graphic production services, or litigation support services, as necessary for use in connection with the Adversary Proceedings;
- g. court reporters, stenographers, or videographers who record deposition or other testimony in connection with the Adversary Proceedings;
- h. the Parties’ insurers and their counsel;

- i. any other person or entity with respect to whom the Designating Party may consent in writing; or
- j. Any person who counsel for the Parties jointly agree should have access to such materials.

10. Under this Order, Attorney' Eyes Only Information may be disclosed only to:

- a. counsel for the Parties, including their law firm partners, employees and staff as necessary for use in connection with the Adversary Proceedings filed by the Liquidating Trustee;
- b. the Court, its officers and clerical staff in any judicial proceeding that may result from the Adversary Proceedings;
- c. the Parties' insurers and their counsel;
- d. any other person or entity with respect to whom the Designating Party may consent in writing; or
- e. Any person who counsel for the Parties jointly agree should have access to such materials.

11. Before any Designated Material is disclosed to any person under Paragraphs 9(d)-(j) and 10(c)-(e) of this Order, that person will execute a Declaration, in the form provided as **Exhibit A** annexed hereto. If a non-party witness, an expert, or a consultant is to be shown Designated Material for the first time at a deposition, hearing, or similar proceeding, the requirements of this paragraph will be satisfied if that non-party witness, expert, or consultant first declares under oath and on the record that he or she has received a copy of this Order, understands its terms, and agrees to be bound by its provisions.

12. Notwithstanding anything to the contrary, nothing in this Order shall prevent the disclosure of Designated Material or the terms hereunder to the Parties' lawyers, accountants, auditors, insurers/reinsurers (if any), together with such insurers/reinsurers' third-party service providers, actuaries or intermediaries or regulators, provided the disclosure of the information is

reasonably necessary to effectuate the terms of this Order, or is required for tax, financial reporting, or governmental compliance purposes, or to transact the business of insurance.

Maintenance of Designated Material.

13. Counsel receiving Designated Material pursuant to this Order shall maintain such information in such counsel's office or in some other secure and safe area and shall exercise due and proper care with respect to the storage, custody and use of all Designated Material, so as to prevent the unauthorized or inadvertent disclosure of such Designated Material. Counsel shall similarly exercise due and proper care so as to prevent the unauthorized or inadvertent disclosure of Designated Material that is retained in electronic files or in any other intangible form.

Manner of Designating Documents.

14. A Designating Party shall designate a document as containing Confidential Information or Attorneys' Eyes Only Information by marking or stamping the legend "CONFIDENTIAL" or "CONFIDENTIAL – AEO" on each page of such document, in a prominent place that is readily discernible; or, if marking or stamping the document is impractical or infeasible, by notifying the other party in writing or on the record that a document is to be treated as CONFIDENTIAL or CONFIDENTIAL ATTORNEYS' EYES ONLY.

Use of Designated Material in Court Filings

15. A party who seeks to file with the Bankruptcy Court (the "**Filing Party**") any Designated Material, and any pleading, brief or memorandum which reproduces, paraphrases or discloses Designated Material or the Confidential Information contained in such Designated Material ("**Confidential Filing**"), shall make an application to the Bankruptcy Court for an order to Seal the portion of the Designated Material containing the Confidential Information in accordance with the Court's local rules and administrative procedures (an "**Application**").

16. Any such Application shall be made electronically or in a sealed envelope or other appropriate sealed container on which shall be endorsed the caption of this case and the words “CONFIDENTIAL INFORMATION” or “ATTORNEYS’ EYES ONLY INFORMATION.” A Designating Party shall have the right to file papers supporting such application. The Application for an order to seal shall be made by the Filing Party contemporaneously with the Confidential Filing. At the time of the Confidential Filing, the Filing Party shall file for public docketing a redacted version of the Confidential Filing, redacting only those portions that comprise or contain Designated Material, and indicating that the redaction is subject to a pending application for an order to seal. At the same time, the Filing Party shall serve on all other Parties (or in the case of Attorneys’ Eyes Only Information, their counsel) an unredacted version of the Confidential Filing. In the event that any portion of the Application is denied, or if the Bankruptcy Court otherwise orders revisions to the redactions the Filing Party filed previously, the Filing Party shall file for the public record a version of such Confidential Filing with the redactions modified to conform to the Bankruptcy Court’s order.

Depositions

17. In the case of depositions, if counsel for a Party or non-Party believes that a portion of the testimony given at a deposition should be Designated Material, such testimony may be designated as appropriate by:

- a. Stating so orally on the record and requesting that the relevant portion(s) of testimony is so designated; or
- b. Providing written notice within twenty (20) days of the Party’s or non-Party’s receipt of the final transcript from the court reporter that the relevant portion(s) of such transcript or videotape of a deposition thereof is so designated, unless a shorter time period is reasonably requested by a Party. Such designation and notice shall be made in writing to the court reporter, with copies to all other counsel, identifying the portion(s) of the transcript that is so designated, and directing the court reporter to treat the transcript as provided in Paragraph 18 below. Until expiration of the aforesaid twenty

(20) day period, all deposition transcripts shall be considered and treated as Confidential unless otherwise designated by counsel to any Party or non-Party on the record at the deposition.

18. Designated Material Used As Exhibits During Depositions: Nothing in Paragraph 16 shall apply to or affect the confidentiality designations on Discovery Material entered as exhibits at depositions.

19. Witness Review Of Deposition Testimony: Nothing in Paragraph 16 hereof shall preclude the witness from reviewing his or her deposition transcript.

20. Presence Of Persons During Deposition Testimony: When Designated Material is elicited during a deposition, persons not entitled to receive such information under the terms of this Order shall, upon request, be excluded from the portion of the deposition so designated.

21. Responsibilities And Obligations Of Court Reporters: In the event that testimony is designated as Confidential, the court reporter, who shall first have agreed to abide by the terms of this paragraph, shall be instructed to include on the cover page of each such transcript the legend, "This transcript portion contains information subject to a Protective Order and shall be used only in accordance therewith," and each page of the transcript shall include the legend "Confidential." If the deposition is videotaped, the videotape shall also be subject to the same level of confidentiality as the transcript and include the legend "Confidential" if any portion of the transcript itself is so designated.

Initial Failure to Designate Information.

22. The Parties have agreed that the inadvertent production of Confidential Information or Attorneys' Eyes Only Information without the appropriate designation will not be deemed a waiver in whole or in part of a Designating Party's prior or subsequent claim of confidentiality. If such Confidential Information or Attorneys' Eyes Only Information has previously been disclosed to persons not qualified to receive Confidential Information or Attorneys' Eyes Only Information

pursuant to the provisions contained in Paragraphs 9 and 10 of this Order, the Party that disclosed the Confidential Information or Attorneys' Eyes Only Information shall take reasonable efforts to obtain from that unqualified person all such previously disclosed Confidential Information or Attorneys' Eyes Only Information.

Final Disposition.

23. Upon the final disposition of each Adversary Proceeding, counsel of record shall: (a) promptly return to counsel of record for the Designating Party or destroy all documents and other materials designated as containing Designated Material and all copies made thereof; and (b) promptly destroy or see to the destruction of all writings related to Designated Material, including but not limited to notes, analyses, memoranda or reports provided to or by any other persons, and certify to the Designating Party that such destruction has been done. A Party receiving Designated Material shall have the right to retain copies of the Designated Material (including any notes or analyses thereon) to the extent required to comply with legal or regulatory requirements or to demonstrate compliance or internal compliance policy or with fiduciary duties.

Application for Relief from Designation.

24. If a Party receiving Designated Material contends that the Designated Material is not entitled to confidential treatment, such Party may at any time give written notice to the Designating Party. The Designating Party shall have seven (7) days to withdraw the designation or to explain in writing the basis for the designation. The Parties will attempt in good faith to resolve the matter. In the event that the Designating Party does not withdraw the designation and the Parties are unable to resolve the matter, the Party objecting to the "Confidential" or "Attorneys' Eyes Only" designation may apply to the Bankruptcy Court for relief. On any such application, the Party making the application shall have the burden of demonstrating that the documents or other materials are not entitled to the "Confidential" designation. All documents and materials

designated as “Confidential” or “Attorneys’ Eyes Only” shall be treated as such, pursuant to the terms of this Order, unless and until the Bankruptcy Court rules otherwise.

Privileged Material.

25. The inadvertent or unintentional production of any Discovery Material containing material subject to any legally cognizable privilege or evidentiary protection including, but not limited to, the attorney-client privilege or attorney work product protection, shall in no way prejudice or otherwise constitute a waiver of or an estoppel as to, any claim of privilege or protection for such documents or information or any other documents or information. If such documents or information appear on their face to have been inadvertently produced, the documents or information and all copies thereof shall immediately be returned to the Producing Party. Further, upon written notice of an unintentional or mistaken production by the Producing Party or oral notice if notice must be delivered at a deposition, the receiving party must promptly return to the Producing Party any documents or tangible items that the Producing Party represents are covered by any legally cognizable privilege or evidentiary protection and were inadvertently or mistakenly produced. The receiving party shall also destroy all copies or summaries of, or notes relating to, any such inadvertently or mistakenly produced documents or information; provided, however, that this Order shall not preclude the party returning such information from making a motion to compel production of the returned information on a basis other than waiver because of its inadvertent production as part of a discovery production under this Order. The Producing Party shall retain copies of all returned documents and tangible items for further disposition.

No Prejudice

26. Producing or receiving Designated Material or otherwise complying with this Order will not (a) prejudice the rights of a Party to object to the production of Designated Material; (b) prejudice the rights of a Party to seek a determination that particular Designated Material be

produced; (c) prejudice the rights of a Party to apply for further confidentiality or protective orders or to challenge the confidential or attorneys' eyes only designations; or (d) prevent the Parties from agreeing in writing to alter or waive the provisions or protections provided by this Order with respect to any particular Designated Material.

Third-Party Disclosure Requests.

27. If a Party is served with a subpoena or other process, or is required to fulfill a disclosure obligation that requires the production or disclosure, for some purpose other than the Adversary Proceeding, of Designated Discovery Materials produced by Parties or non-parties other than itself, that Party shall notify the other Party or non-party as soon as practicable and, if the other Party or non-party so requests, shall take reasonable steps to allow the other Party or non-party time to oppose the subpoena, process, discovery request or disclosure obligation, provided that in no event must a Party take any action that would violate any court order or expose it to a risk of court sanctions..

Amendment of Order.

28. Upon good cause shown, and on notice to all Parties, any Party may move to amend the provisions of this Order at any time. The Parties may also agree by written stipulation to amend the provisions of this Order, without Court approval, and shall abide by the terms of the proposed amendment unless and until the Court orders otherwise.

Survival of Terms.

29. The provisions of this Order shall survive the final disposition of the Adversary Proceeding and continue to be binding on all persons subject to the terms of this Order.

SO ORDERED.

Copies to Default List

AGREED AND APPROVED:

Dated: March ___, 2025

Cleveland, Ohio

/s/ Christopher B. Wick

Daniel A. DeMarco (0038920)
Christopher B. Wick (0073126)
Hahn Loeser & Parks LLP
200 Public Square, Suite 2800
Cleveland, Ohio 44114
Telephone: (216) 621-0150
Facsimile: (216) 241-2824
Email: damarco@hahnlaw.com
cwick@hahnlaw.com

Counsel to the Liquidating Trustee

Dated: March ___, 2025

Columbus, Ohio

/s/ Draft

John C. Cannizzaro (0085161)
ICE MILLER LLP
250 West Street
Columbus, Ohio 43215
Telephone: (614) 462-2700
Email: john.cannizzaro@icemiller.com

*Counsel to Richard Allen Curnutte, Sr., Richard
Allen Curnutte, Jr., and Marc C. Runck, Sr. in the
Curnutte Adversary Proceeding and Volli
Communications, Inc. and LJC Real Estate
Holdings, LLC*

/s/

John A. Gleason (0039150)
GLEASON LAW OFFICE LLC
4200 Regent Street, Suite 200
Columbus, Ohio 43219
Telephone: (614) 944-5180
E-mail: jgleason@gleasonlawofficellc.com

*Counsel to Leah Curnutte, Deborah
Chualas, Shayne Curnutte, Travis Curnutte,
Dorothy Runck, Marc Runck, Jr., and Amy
Meloy in the Curnutte Adversary Proceeding*

###

EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re:	)	Chapter 11
	)	
VOLUNTEER ENERGY SERVICES, INC.,	)	Case No. 22-50804
	)	
Debtor.	)	Judge Nami Khorrami

**DECLARATION OF ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY
THE CONFIDENTIALITY AGREEMENT AND STIPULATED PROTECTIVE ORDER**

I, _____, declare under penalty of perjury (this
“Declaration”) that:

1. My address is _____ .
2. My present employer is _____ .
3. My present occupation or job description is _____
_____ .

4. I HEREBY CERTIFY AND AGREE that I have read and understand the terms of the Confidentiality Agreement and Stipulated Protective Order (the “Order”) in the above-captioned matter. All capitalized terms not otherwise defined in this Declaration have the meanings ascribed to such terms in the Order. I further certify that I will not use Designated Material for any purpose other than in connection with an Adversary Proceeding and will not disclose or cause Designated Material to be disclosed to anyone not expressly permitted by the Order to receive Designated Material. I agree to be bound by the terms and conditions of the Order.

5. I understand that I am to retain in confidence from all individuals not expressly permitted to receive Designated Material, whether at home or at work, all copies of any Designated

Material, and that I will carefully maintain such materials in a manner consistent with the Order. I acknowledge that the return or destruction of Designated Material shall not relieve me from any other continuing obligations imposed upon me by the Order.

6. I stipulate to the jurisdiction of this Court solely with respect to the provisions of the Order.

NAME

DATE