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8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 IN AND FOR THE COUNTY OF SANTA CLARA  
10

11 In re J. KIRALY vs. R. KIRALY )

12 Petitioner: JAMES KIRALY )

14 and )

15 Respondent: ROBERT KIRALY )  
16 \_\_\_\_\_ )

Case No. 1-12-DV-015910

**STIPULATION AND ORDER RE:  
LIMITING SCOPE OF LITIGATION**

**CMC: January 24, 2013 @ 9:00 AM**

**Department 75**

**APJ: L. Michael Clark**

17 **IT IS STIPULATED AND AGREED**, by and between Petitioner, JAMES KIRALY, by and  
18 through his attorney of record, Michael T. Bonetto, with HOGE, FENTON, JONES & APPEL, INC., and  
19 Respondent, ROBERT KIRALY, by and through his attorney of record, John H. Perrott, associate counsel  
20 with Thomas Chase Stutzman, A Professional Corporation, that:

21 **1. RECITALS**: The parties recite pursuant to the provisions of Evidence Code §622 that the  
22 following facts are true:

23 **A. STIPULATION REVIEWED BEFORE SIGNING**: At the time of the preparation and  
24 the signing of this instant Stipulation and Order Respondent, ROBERT KIRALY, was represented by John  
25 Henry Perrott, Associate Counsel with THOMAS CHASE STUTZMAN, A PROFESSIONAL  
26 CORPORATION, and Petitioner, JAMES KIRALY, was represented by Michael T. Bonetto, Associate  
27 Counsel with HOGE, FENTON, JONES & APPEL, Inc. Both parties and both counsel have had a fair and  
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1 complete opportunity to thoroughly review the terms contained in this instant Stipulation and Order prior  
2 to signing it.

3 **B. AGREEMENTS VOLUNTARILY MADE:** Petitioner and Respondent have each  
4 carefully read this instant Stipulation and Order in its entirety. Petitioner and Respondent each recite and  
5 warrant that they understood all the terms of this Stipulation at the time they each signed it. Petitioner and  
6 Respondent both freely and voluntarily agree to all the terms contained in this instant Stipulation and Order.  
7 All the agreement(s) contained herein have been made voluntarily by each party, free from duress, fraud,  
8 undue influence, coercion, or misrepresentation of any kind.

9 **C. KNOWING DECISION TO SETTLE ONE ISSUE INSTEAD OF LITIGATE THAT**  
10 **ISSUE:** Both Petitioner and Respondent understand that by agreeing to the terms of this instant Stipulation  
11 and Order they give up the right to have a hearing before the Court to have the Court make a determination  
12 of the single issue resolved by agreement and that the Court might have awarded either party either more  
13 or less relief on that issue than they will receive under the terms of this Stipulation and Order. Petitioner  
14 and Respondent also both understand that by resolving this single issue in their case by agreement instead  
15 of litigating it they may incur substantially less in legal fees and avoid the need to spend additional time in  
16 Court. They have each made a knowing and voluntary decision to settle the single issue resolved under the  
17 terms of this instant Stipulation and Order instead of litigating.

18 **2. CLETS ORDERS LIMITED TO AVOID ANY PRIOR RESTRAINT:** The parties agree that the  
19 purpose of the instant Domestic Violence Request does not include stopping either party from exercising  
20 any right to freedom of speech they either do or may possess, including but not limited to any right(s) found  
21 in the First Amendment of the Constitution of the United States. To that end, any and all Orders issued in  
22 the instant case shall be modified by this instant Stipulation and Order to make clear that Writing any  
23 Book(s), posting on any Web Blog(s), setting up any Web Page(s), making any Twitter posting(s), posting  
24 on any YouTube Channel(s), posting on any Twitter Stream(s), posting on any Website(s), posting on any  
25 RSS Feed(s), posting on any Scribd Publication(s), posting on any Reddit IAMA(s), posting on any IRC  
26 Channel(s), and/or any other mean(s) of communication aimed at the general public (such as a traditional  
27 magazine article) and/or groups and/or institutions such as: News Media; Abuse Prevention Centers; Mental  
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1 Health Professionals; County Medical Officials; First Amendment Advocates; Legislators; Torts Specialists;  
2 SLAPP Specialists; the California State Bar; and/or Religious Groups shall not be a violation of any Order(s)  
3 in this case. Such communications, designed to be available to the general public and/or any party(ies) not  
4 listed as a Protected Party, shall not be a violation of any CLETS Order(s) in this case.

5 Petitioner reserves the right to present any such communication(s) as evidence in this case, and may  
6 make any comment(s) upon the contents of the communication(s) that he may choose to make. This term  
7 does not absolve either party from any related civil claim(s), including but not limited the tort of Defamation.

8 **3. RESEARCH FOR A BOOK AND CONTACTING THIRD PARTIES:** The parties agree that  
9 contact(s) by the Respondent of third parties, whether live persons or legal entities like the Amazon  
10 Corporation, who are not named as Protected Parties in this case shall not be prohibited. Respondent may  
11 contact unspecified third parties to do research for any book(s) he has planned, and/or for any other legal  
12 and/or lawful purpose(s), including but not limited to joining the congregation of a church and/or other  
13 group(s) and/or institution(s). Respondent may contact third parties by any reasonable means, including but  
14 not limited to telephone, mail, email, and/or facsimile.

15 In the event Respondent seeks to meet personally and/or face to face with any such unspecified third  
16 party who is not named or specified as a Protected Party, but that third party is physically located within 300  
17 yards or less of any named Protected Party, then the Order shall be modified to allow the Respondent to meet  
18 with that third party. At any such meeting Respondent shall make reasonable and good faith efforts to  
19 maintain a respectful distance of no less than 50 feet from any Protected Party and/or the home, vehicle, or  
20 workplace of any Protected Party. For this exception to apply, the Respondent's contact with said third party  
21 within the 300 yards shall be consensual, peaceful, respectful, polite, and civil at all times. Possession by  
22 Respondent of written confirmation of the consent of the third party, which written consent may be by email,  
23 shall be conclusive proof that this exception shall apply; however, the burden of proof on any alleged  
24 violation(s) of any CLETS Order(s) shall remain with the party alleging the violation(s).

25 **4. NO ADMISSIONS:** This Stipulation and Order constitutes a settlement of one issue and nothing  
26 contained herein shall constitute or be treated as an admission of any liability for or any wrongdoing by  
27 Petitioner, JAMES KIRALY, Respondent, ROBERT KIRALY, and/or their agents, independent contractors,  
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1 consultants, attorneys, insurers, sureties, divisions, parents, subsidiaries, successors, predecessors, or assigns.  
2 In particular, Petitioner does not admit that he has ever sought to use the CLETS system to effect a prior  
3 restraint on free speech. Respondent does not admit that he has ever engaged in any inappropriate or  
4 unlawful act(s) which would justify any Court in making any CLETS Order(s).

5 **5. CASE TO CONTINUE:** The parties agree that they continue to disagree regarding whether a  
6 CLETS Restraining Order should be issued permanently. They agree that they may ultimately need a Trial  
7 to resolve this point. In the event a permanent CLETS Order is granted, these instant provisions shall be  
8 included therein. In the event that a permanent CLETS Order is not granted then this instant Stipulation,  
9 which effects a modification of the CLETS Order(s), shall be of no further force or effect.

10 **6. FAXED SIGNATURES ACCEPTABLE:** For purposes of this Stipulation and Order, facsimile  
11 signatures, scanned signatures, and signatures in counterpart are acceptable.

12 Dated: \_\_\_\_\_

13 \_\_\_\_\_  
14 Petitioner, JAMES KIRALY

15 Dated: \_\_\_\_\_

16 \_\_\_\_\_  
17 Respondent, ROBERT KIRALY

18 Dated: \_\_\_\_\_

19 Thomas Chase Stutzman,  
20 A Professional Corporation  
21 Attorney for Respondent, ROBERT KIRALY

22 By: \_\_\_\_\_  
23 John H. Perrott, Associate

24 Dated: \_\_\_\_\_

25 Michael T. Bonetto, Associate with  
26 HOGE, FENTON, JONES & APPEL, Inc.,  
27 Attorney for Petitioner, JAMES KIRALY

28 By: \_\_\_\_\_  
Michael T. Bonetto, Associate

**IT IS SO ORDERED:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT