

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS
FORT SMITH DIVISION**

ARKOMA INJECTION CONSULTING, LLC

PLAINTIFF

v.

CASE NO. 2:14-cv-02019-JLH

SELECT ENERGY SERVICES, LLC

DEFENDANT

PROTECTIVE ORDER

WHEREAS, it appears that confidential information with regard to the parties has been or will be the subject of discovery in this action.

NOW, THEREFORE, upon good cause shown, IT IS HEREBY ORDERED:

1. In responding to requests for discovery in this action, any party or non-party ("the Producing Party"), may designate as confidential any document, testimony, answers to interrogatories, portions of depositions, or other information or discovery material that the Producing Party in good faith believes contains confidential or other secret commercial, financial, or proprietary business information, or which is required to be maintained as confidential pursuant to any court order, settlement, or other contractual agreement. Such designation shall be by affixing to each page of such material a legend such as "Confidential," "Confidential Document," "Confidential Material," "Subject to Protective Order," or words of similar import. The designation of such material will also render confidential any copies, excerpts, summaries or other disclosure of the substance or contents of such material. Documents so marked or identified and all information

derived therefrom ("Confidential Material") shall be treated in accordance with the terms of this Order.

2. All Confidential Material received through discovery in this action shall be used solely for the prosecution or defense of this action and shall be copied only as reasonably necessary in the opinion of counsel.

3. Any documents that have been produced by any party prior to the date of this Order that contain or reflect Confidential Material may be designated as confidential by notifying counsel for the parties to mark or stamp such copies as "Confidential" as indicated above. Further, this Order will govern as Confidential Material any material already produced in this action that has been marked by the Producing Party as confidential.

4. Except with the prior consent of the Producing Party, no Confidential Material may be disclosed to any person other than: (a) attorneys for the parties; (b) secretaries, paralegal assistants and other employees of such attorneys assisting such attorneys in the preparation of this action; (c) parties to this action or directors, officers, managing agents or employees of any party to this action; (d) retained witnesses, expert witnesses and consulting experts; (e) any witness in the above-captioned case during the course of examination; and (f) the Court.

5. Any retained witness, expert witness, consulting expert or other non-party to which Confidential Information is disclosed, disseminated or otherwise made available shall agree to be bound by the provisions of this Order. Said obligation may be evidenced by a separate written agreement executed by the bound party or non-party if so requested by counsel for either party.

6. In the event that any Confidential Information is to be discussed or introduced as an exhibit to a deposition of a party or non-party who is not already otherwise bound by the provisions of this Order, the party who intends to reference or offer such Confidential Information at the deposition shall give reasonable advanced notice to opposing counsel of the intended use thereof.

7. Designated Confidential Material used as exhibits or incorporated in any other manner in briefs, memoranda, transcripts, testimony or other documents filed with the Court shall maintain its protected status under this Order.

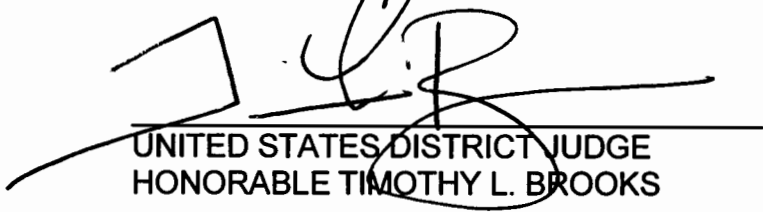
8. Nothing herein shall preclude any party or non-party raising any available objection or seeking available protection with respect to any designated Confidential Material or the contents thereof, including without limitation the admissibility of evidence, materiality, attorney work product, and any privilege.

9. Within thirty (30) days of the final conclusion of this action, including without limitation any appeal or retrial, all counsel and every person to whom designated Confidential Material has been disclosed shall return to counsel for the Producing Party all such designated Confidential Material, including all copies thereof.

10. After the termination of this action, this Order shall continue to be binding upon the parties hereto and all persons to whom designated Confidential Material has been disclosed or communicated.

11. If any party wishes to seek relief from a provision of this Order, said party must do so in accordance with U.S. Dist. Ct. Rules Ark., Local Rule 7.2.

IT IS SO ORDERED this 6th day of May, 2014.


UNITED STATES DISTRICT JUDGE
HONORABLE TIMOTHY L. BROOKS