

1 1. **Confidential Information.** As used herein, “Confidential Information”
2 includes, but is not limited to any documents and information contained in
3 documents or any other materials, which comprise or reflect trade secrets,
4 proprietary, confidential business information of any party, non-public financial
5 information of any party, any party’s employee personnel records, other sensitive
6 or private information of any party, or information obtained from the federal
7 government and/or other third parties pursuant to a nondisclosure agreement or
8 other Confidentiality Order. The entry of this Order shall not obligate a party to
9 produce such information without the third party’s express consent or other
10 information which that party may have a duty to or has an interest in protecting
11 from unrestricted disclosure.

12 2. **Designation of Confidential Information.** Any party may designate as
13 “Confidential” any documents or other materials that the designating party and its
14 counsel reasonably believe contain or reflect Confidential Information. The
15 designation of documents or other materials shall be made by written notice in the
16 documents or materials designated, or by providing a separate written notice to
17 counsel for the opposing party. The designation of portions of testimony as
18 “Confidential” shall be made on the record and/or promptly after receipt of a
19 transcript thereof by the designating party.

20 Within ten days of the entry of this Order, any party may serve a notice of
21 designation of “Confidential” with respect to any materials produced or filed prior
22 to the entry of this Order.

23 3. **Use and Access of Confidential Information.** Except upon further
24 order of the Court or by express written consent of counsel of record, any
25 Confidential Information furnished in this action by any of the parties or
26 individuals referred to in Paragraph 1 herein shall be used by the receiving party
27 solely for purposes of prosecuting or defending this action, shall not be publicized,
28 and shall not be disclosed to any persons (including the parties) other than:

- 1 (a.) the Court, Court personnel, and trier of fact in this matter, as well as any
2 appellate court reviewing this matter;
- 3 (b.) attorneys for the parties who have entered an appearance in this
4 proceeding and to other attorneys, paralegals, law clerks, and clerical
5 staff working with those attorneys who have entered an appearance
6 (including Securitas' in-house counsel);
- 7 (c.) any court reporter, typist or videographer, recording or transcribing
8 testimony in this action or percipient witness during the course of giving
9 testimony in this action;
- 10 (d.) designated expert witnesses or consultants retained or employed by any
11 party for the purpose of this action provided that said expert witnesses
12 or consultants have executed a certificate in the form attached as Exhibit
13 A; and
- 14 (e.) any other persons who are specifically designated by consent of the
15 attorneys of record or by order of the Court, provided such other
16 persons have executed a certificate in the form attached as Exhibit A.

17 **4. Safeguarding Confidential Information.** The recipient of any
18 Confidential Information that is provided pursuant to this Order shall maintain
19 such information in a secure and safe area and shall exercise due and proper care
20 with respect to its storage, custody and use.

21 **5. Final Disposition.** At the conclusion of this action, including any
22 appeals, all Confidential Information furnished pursuant to the terms of this
23 Stipulation and Order, any notes reflecting that Information, and all copies thereof,
24 which are not in the custody of the Court, shall be returned to the party furnishing
25 that Confidential Information or shall be destroyed (and certified by affidavit as
26 having been destroyed) by the party in possession thereof, provided that counsel
27 for the parties may retain attorney work product materials.

28 **6. Challenging Confidential Designation.** If a party disagrees with the

1 designation of any particular document designated as “Confidential,” the parties
2 shall attempt to resolve the dispute by agreement. If they cannot resolve the
3 dispute, then the party who disagrees with the “Confidential” designation may file
4 a motion to have the designation modified or removed. Until a motion is filed and
5 resolved by the Court, all materials designated “Confidential” shall be treated as
6 prescribed in this Order.

7 **7. Modification of Order.** Nothing in this Order shall preclude any party
8 from applying to the Court for an appropriate modification of this Order, provided
9 that before such application, the parties shall make a good faith effort to resolve the
10 matter by agreement. Furthermore, the parties can agree, without Court approval,
11 on the exclusion of particular information, documents or answers from the scope of
12 this Order. The parties reserve all rights to apply to the Court for an order (i)
13 modifying this Order; (ii) seeking further protection against discovery or other use
14 of Confidential Information or documents, transcripts, or other materials reflecting
15 Confidential Information; (iii) seeking further production, discovery, disclosure or
16 use of claimed Confidential Information and/or documents, transcripts, or other
17 materials reflecting Confidential Information; or (iv) moving the Court to seal
18 certain Confidential Information or other portions of the record in accordance with
19 FRCP 26(c)(7).

20 **8. Inadvertent Failure to Designate as Confidential.** Inadvertent failure
21 to designate documents or information as “Confidential” at the time of production
22 or disclosure shall not constitute a waiver of any party’s right to later designate
23 them “Confidential.” Once a belated designation has been made, the relevant
24 documents shall be treated as confidential in accordance with this Stipulation and
25 Protective Order.

26 **9. Continuing Jurisdiction of the Court.** This Stipulation shall remain in
27 full force and effect after the termination of this lawsuit and the Court shall retain
28 jurisdiction over the parties, their attorneys, and all other persons to whom

1 Confidential Information has been disclosed for the purpose of enforcing the terms
2 of this Order and/or redressing any violations thereof.

3
4 Dated: May 10, 2010

MASTAGNI, HOLSTEDT, AMICK,
MILLER & JOHNSEN

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By: /s/Isaac S. Stevens
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DONNA FORMAN

15 Dated: May 10, 2010

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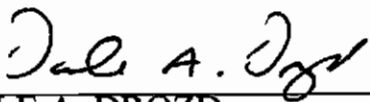
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ORDER

Having reviewed the parties' Joint Confidentiality Stipulation and Proposed Protective Order, and good cause having been shown, the Protective Order is approved, and IT IS SO ORDERED.

DATED: May 10, 2010.



DALE A. DROZD
UNITED STATES MAGISTRATE
JUDGE

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EXHIBIT "A"

UNDERTAKING

The undersigned has read the annexed Joint Confidentiality Stipulation and Protective Order, understands its contents, and hereby undertakes to make no disclosures of any Confidential Information, as that term is defined in the annexed Protective Order, to any person who is not permitted to have access to such Confidential Information by the Protective Order. In addition, the undersigned agrees not to use such Confidential Information for any purpose whatsoever other than in connection with this action. The undersigned agrees either to return all Confidential Information supplied by any party, directly or indirectly, and all copies thereof and all notes or other transcriptions made therefrom, to the party producing the Confidential Information, or to destroy all copies of all Confidential Information, including any notes or other transcriptions made therefrom, within thirty (30) days of the conclusion of this action and any appeals thereof. The undersigned understands that a violation of this undertaking could be punishable as a contempt of Court.

DATE: _____

NAME: _____
(print or type)

SIGNATURE: _____