

**NON-DISCLOSURE AGREEMENT
AND STIPULATED PROTECTIVE ORDER**

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3 Plaintiff Nawal Dewidar, an individual, by and through her attorneys, the Law
4 Offices of Timothy A. Scott, APC, and the Law Offices Of Mark F. Fleming; and
5 Defendant National Railroad Passenger Corporation service mark Amtrak, through
6 its attorneys, Sims Law Firm LLP, stipulate and agree as follows:

7 1. The parties anticipate that they may have to disclose to each other
8 during the course of discovery sensitive documents (“SD”), including but not limited
9 to the passenger manifest for the train that is the subject of Plaintiff’s complaint, the
10 substance and content thereof being considered confidential information that is
11 subject to the terms of this Non-Disclosure Agreement and Stipulated Protective
12 Order.

13 2. The term “documents” as used in this order specifically includes any
14 and all derivative copies of such documents regardless of its format, including but
15 not limited to CDs, DVDs, paper and electronic copies, transcripts, prints, negatives,
16 recordings, duplicates, and summaries of the SD.

17 3. Prior to producing SD, or any part thereof, to Plaintiff, Amtrak shall
18 stamp it with the word “Confidential” or other similar language, and in the event that
19 there is a deposition or other testimony regarding the SD, or any part thereof, in this
20 lawsuit or any related matter, a copy of this agreement shall be provided to the court
21 reporter by the party introducing the SD into the record, and those parts of the
22 transcript shall be kept “Confidential.”

23 4. Counsel of record who receive any form of the SD from counsel of
24 record for Amtrak shall not, except as provided in Paragraph 4, divulge or disclose
25 the SD, or any part thereof, to any person or entity other than their clients or
26 individuals employed by them to assist in the preparation or trial of this case, if any –
27 such as secretaries or legal assistants who work with and for the attorneys – and who
28 have a need to know the content of the SD for purposes of this lawsuit. In addition,

1 counsel of record who receive any form of the SD from counsel of record for Amtrak
2 may disclose it, or any part thereof, to consulting or testifying expert witnesses who
3 may be employed to assist in the preparation or trial of this case subject to the
4 requirements in Paragraph 4.

5 5. Counsel receiving the SD, on behalf of themselves, their secretaries,
6 legal assistants, and staff, shall provide to counsel for Amtrak the signed
7 acknowledgment (Exhibit A) that they have reviewed and understand this Non-
8 Disclosure Agreement and Stipulated Protective Order; that they agree to be bound
9 by all of its terms; that they agree to be subject to the jurisdiction of this Court with
10 respect to any claimed violations of this Non-Disclosure Agreement and Stipulated
11 Protective Order; that they will not reveal the Confidential Information, or any part
12 thereof, to any other person or entity; and that they will not discuss the Confidential
13 Information, or any part thereof, with anyone other than the counsel of record who
14 retained them. Consulting or testifying experts must sign the acknowledgment
15 before counsel provides them with the SD. Counsel shall keep the acknowledgment
16 signed by any testifying or consulting expert provided the SD pursuant to this order
17 as Exhibit A.

18 6. Any person who receives the SD in accordance with paragraphs 3 and 4
19 above, shall use it solely for the purposes of this lawsuit except as expressly
20 authorized by this Court, and the recipients thereof shall not use, give, show, divulge,
21 or otherwise disclose the SD, or any part thereof, or any paper or electronic copies,
22 transcripts, prints, negatives, recordings, or summaries of the SD, to any other person
23 or entity.

24 7. Prior to filing the SD, or any part thereof, with the Court as an exhibit or
25 otherwise, the filing party shall give at least ten (10) days notice to counsel for
26 Amtrak so that Amtrak may move the Court to have the SD sealed. Upon filing of a
27 motion to seal, the SD will be treated as sealed pending the Court's ruling on such
28 motion.

1 8. No items will be electronically filed under seal without a prior
2 application to, and order from, the judge presiding over the hearing or trial. Only
3 when the judge presiding over the hearing or trial permits filing an item or items
4 under seal may confidential material be filed with the Court under seal.

5 Whenever the Court grants a party permission to file an item under seal, a
6 duplicate disclosing all nonconfidential information shall be filed and made part of
7 the public record. The item may be redacted to eliminate confidential material from
8 the public document. The public document shall be titled to show that it corresponds
9 to an item filed under seal, e.g., "Redacted Copy of Sealed Declaration of John Smith
10 in Support of Motion for Summary Judgment." The public redacted documents shall
11 be filed within twenty-four hours of the Court order authorizing the filing of a
12 document under seal.

13 9. Within 30 days after the termination of this lawsuit, including any
14 appeals, by final judgment, settlement or otherwise, counsel of record for any party
15 who received the SD from counsel of record for Amtrak shall retrieve all such SD
16 paper and electronic copies, transcripts, prints, negatives, recordings and summaries
17 thereof that are in the possession of any other person or entity, including their
18 employees, consultants and expert witnesses; shall return to counsel of record for
19 Amtrak all copies of the SD; and shall certify under penalty of perjury, in writing, to
20 counsel of record for Amtrak that they have complied with this Paragraph 7.

21 10. No person who receives any form of the SD shall sell, offer, advertise,
22 publicize or provide, under any circumstances or conditions, the SD, or any part
23 thereof, to any person or entity other than in accordance with the provisions of this
24 Non-Disclosure Agreement and Stipulated Protective Order. No person who
25 receives any form of the SD shall make it available on the internet.

26 11. In the event that the SD, or any part thereof, appears in any form, in the
27 hands of an unauthorized person or entity in any proceeding or forum other than this
28 lawsuit as a result of an unauthorized disclosure by any recipient of the SD, including

1 counsel of record and the plaintiff, such shall be considered a direct violation of the
2 provisions of this Non-Disclosure Agreement and Stipulated Protective Order, for
3 which any and all appropriate sanctions and legal remedies may be imposed against
4 the offending recipient who disclosed the SD in an unauthorized manner or who
5 disclosed it to an unauthorized person or entity.

6 12. Nothing in this Non-Disclosure Agreement and Stipulated Protective
7 Order is intended to deny any party the right to an open and public trial of the
8 issues in this lawsuit and the Court will address use of the SD as evidence and/or
9 additional protections of the SD, if necessary, at time of trial.

10 13. If the Court refuses to accept this Non-Disclosure Agreement and
11 Stipulated Protective Order for any reason, each and all of the provisions of this
12 Non-Disclosure Agreement and Stipulated Protective Order still are effective and
13 legally binding on the parties to this Non-Disclosure Agreement and Stipulated
14 Protective Order.

15 SO STIPULATED AND AGREED:

16 Date: July 17, 2017

17 /s/ Timothy A. Scott

18 _____
19 Timothy A. Scott, Esq.
20 Nicolas O. Jimenez, Esq.
21 THE LAW OFFICES OF TIMOTHY A.
22 SCOTT
23 Attorneys for Plaintiff NAWAL DEWIDAR

24 Date: July 17, 2017

25 /s/ Mark F. Fleming

26 _____
27 Mark F. Fleming, Esq.
28 LAW OFFICES OF MARK F. FLEMING
Attorneys for NAWAL DEWIDAR

1 Date: July 17, 2017

/s/ Selim Mounedji

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3 Michael E. Murphy, Esq.
4 Selim Mounedji, Esq.
5 SIMS LAW FIRM, LLP
6 Attorneys for NATIONAL RAILROAD
7 PASSENGER CORPORATION service mark
8 AMTRAK
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1 The Court, having considered this matter and having found that all parties, by
2 and through their respective attorneys, have agreed to this Non-Disclosure
3 Agreement and Stipulated Protective Agreement, hereby APPROVES this agreement
4 and enters its order pursuant to the agreed upon terms as set forth above.

5 IT IS SO ORDERED.

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7 DATED: July 25, 2017

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10 Hon. Ruben B. Brooks
11 United States Magistrate Judge
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