

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 08-cv-02139-LTB-KLM

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Plaintiff.

v.

ALSTOM POWER, INC.,
TIC-THE INDUSTRIAL COMPANY,
ZURICH AMERICAN INSURANCE COMPANY

Defendants.

STIPULATED PROTECTIVE ORDER

This Court, upon the parties *Stipulated Motion for Entry of Stipulated Protective Order*, and pursuant to Fed. R. Civ. P. 26(c), hereby grants the parties Motion, and hereby enters the Stipulated Protective Order as follows:

1. St. Paul may designate a document or other materials (“Documents”) as confidential provided that the Documents have some form of privacy interest, confidentiality interest, trade secret interest, or privilege contemplated by F.R.C.P. 26(c). If any Documents are designated as confidential, then each page of such Documents shall be plainly and clearly marked “confidential.”

2. Any Documents designated by St. Paul as confidential shall be used solely for the purposes of this action, and shall not, without St. Paul’s consent be made available or disclosed to persons other than “qualified persons.” “Qualified person” as used herein means:

- a. Alstom's officers, directors or employees;
- b. Alstom's attorneys actively working on this case and persons regularly employed or associated with the attorneys actively working on the case;
- c. Court officials involved in this action, including the Court and its staff, court reporters, persons operating video recording equipment at depositions, and any Special Master or Referee appointed by the Court;

3. If a Document is designated confidential and is submitted to the Court, it shall be submitted under seal.

4. At the conclusion of the case, unless other arrangements are agreed upon, all Documents and all copies thereof which have been designated confidential shall be returned to St. Paul or St. Paul and Alstom may mutually agree to destroy confidential Documents. Where St. Paul and Alstom agree to destroy confidential Documents, Alstom shall provide St. Paul with an affidavit confirming the destruction.

5. This Protective Order shall bind the parties hereto and their attorneys as soon ^{as} the attorneys for both parties submit it to the Court to be made an Order of the Court. The [^] Stipulated Protective Order may be modified by the Court at any time for good cause shown following notice to all parties and an opportunity for them to be heard. KLM

6. This Stipulated Protective Order shall not be construed as a waiver by either party of any objection that might be raised as to the discoverability or admissibility at trial of any confidential Documents. Nothing in this Stipulated Protective Order shall preclude St. Paul from filing a motion seeking further or different protection from the

Court under F.R.C.P. 26(c), or from filing a motion with respect to the manner in which confidential Documents shall be treated at trial.

7. If information designated pursuant to this Stipulated Protective Order is disclosed by Alstom to any person other than in the manner authorized by this herein, Alstom must immediately bring all pertinent facts relating to such disclosure to the attention of St. Paul, without prejudice to other rights and remedies of St. Paul, and shall make every effort to prevent further improper disclosure.

8. If St. Paul inadvertently fails to designate Documents as confidential at the time of the production, St. Paul shall make a correction within thirty days of production, or if previously produced, within thirty days of the entry of this Stipulated Protective Order. Such correction and notice thereof shall be made in writing accompanied by substitute copies of the Documents, appropriately designated. Persons who reviewed the Documents prior to notice of the failure to designate shall, to the extent reasonably feasible, return the undesignated Documents to St. Paul and shall honor the provisions of this Stipulated Protective Order with respect to the use and disclosure of any confidential Documents contained in the undesignated Documents, from and after date of designation.

9. The terms of this Stipulated Protective Order shall survive the termination of this litigation.

Dated this 24th day of June, 2010.

BY THE COURT:

Kristen L. Mix
Kristen L. Mix
United States Magistrate Judge

D 10. Any disputes over whether documents have been properly designated as confidential shall be brought to the attention of the Court prior to the dispositive motion deadline.