

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

E-P INTERNATIONAL DISTRIBUTION)
INC., a Barbados corporation,)

Plaintiff,)

v.)

A&A DRUG COMPANY, a Nebraska)
corporation, and SAV-RX, LLC, a Nebraska)
limited liability company,)

Defendants,)

JAMES BARTA,)

Defendant-Intervenor.)

8:07CV186

PROTECTIVE ORDER

A&A DRUG COMPANY, a Nebraska)
corporation,)

(AMENDED)

Third-Party Plaintiff,)

v.)

BARBARA RIGBY and MALCOLM RIGBY,)

Third-Party Defendants.)

The parties have agreed that certain documents at issue in this case contain sensitive and confidential medical, financial and personal information and other information entitled to protection under Fed. R. Civ. P. 26(c). The parties further stipulate and agree that (i) certain documents, information, and things which will be produced during discovery, or produced pursuant to a subpoena duces tecum or otherwise, (ii) evidence which will be adduced prior to the time of trial and portions of testimony to be taken by deposition, (iii) pleadings, affidavits, briefs, motions, transcripts

and other writings which are or may be filed and (iv) various other matters which include, but are not limited to, information which any party may deem confidential, should be entitled to protection against disclosure. Pursuant to Fed. R. Civ. P. 26(c),

IT IS ORDERED that the Stipulated Motion for Amended Protective Order (Doc. 186) is granted, as follows:

1. The parties or any third party producing documents shall stamp or declare as "Confidential" the documents that will be covered by this Amended Protective Order, and such stamp shall be preserved on the copies of such documents, including pages of any deposition transcript or exhibit which discloses or discusses the protected information, for all documents it deems proprietary and confidential.

2. Documents, things, testimony, pleadings, various matters and information designated by any party to this action as "Confidential" pursuant to Paragraph 4 of this Amended Protective Order:

(a) Shall be used only for the purpose of this litigation and may not be used for any purpose outside the reasonable conduct of this case.

(b) Shall not be disclosed to anyone other than the parties hereto, their witnesses or consultants and their attorneys of record in this litigation and their employees who are assisting such attorneys in this litigation. It is the intent of the parties hereto that documents designated as "Confidential" not be used for any purpose outside the reasonable conduct of this case.

3. No party or attorney shall disclose any Confidential document, or information contained therein, to any witness or consultant, unless and until such witness or consultant has:

- (a) read this Stipulated Amended Protective Order, and
- (b) has signed the following acknowledgment agreeing to be bound by the Stipulated

Amended Protective Order:

I hereby certify that I have read the Stipulated Amended Protective Order issued in the matter of E-P International Distribution Inc. v. SAV-RX, LLC., et al. pending before the United States District Court for the District of Nebraska, Case No. 8:07CV186, and agree to be bound by its terms. I understand that I am being shown Confidential documents subject to the terms of the Stipulated Amended Protective Order and I hereby promise and agree not to use or disclose any information contained in any Confidential documents for any purpose unrelated to the aforementioned litigation.

Date

Signature

Each Attorney or Party shall maintain their own file of such written agreements until this action is fully completed.

4. Within thirty (30) days after the final determination of this action, each party to the litigation and its attorneys shall assemble and return to the producing party or parties the originals and all copies or destroy the originals and all copies of documents produced in discovery designated by the producing party as Confidential, including all internal copies or copies provided to any witness or consultant. Each party shall be entitled to retain one copy of all Confidential documents disclosed as part of a permanent litigation file and such Confidential documents shall remain subject to the confidentiality obligations of this Order.

5. This Amended Protective Order shall be binding upon the parties, their attorneys, agents, employees, representatives, successors and assigns.

6. This Amended Protective Order is entered without prejudice to the right of any of the parties of this action (i) to bring before this Court at any time the question of whether any particular

information is or is not relevant to any issue of this case or whether any information is or is not privileged or confidential as defined in Paragraph 1 of this Amended Protective Order; (ii) to seek a further protective order; (iii) to exercise any right or raise any objection otherwise available under the rules of discovery or evidence; or (iv) by application and notice, to seek relief from any provision of this Amended Protective Order on any ground. During the pendency of any challenge to the applicability of this Amended Protective Order to any document, information or thing, however, said document, information or thing shall remain subject to the provisions of this Amended Protective Order.

DATED September 3, 2009.

BY THE COURT:

**s/ F.A. Gossett
United States Magistrate Judge**