

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

**UNION PACIFIC RAILROAD** )  
**COMPANY,** )  
) )  
**Plaintiff,** )  
) )  
**vs.** )  
) )  
**COLONY NATIONAL INSURANCE** )  
**COMPANY;** )  
**DeANGELO BROTHERS, INC.; and** )  
**AMERICAN HOME ASSURANCE** )  
**COMPANY, d/b/a AIG, INC.,** )  
) )  
**Defendants.** )

**Case No.: 8:13-cv-0084**

**PROTECTIVE ORDER**

Upon consideration of the Joint Motion for Entry of Stipulated Protective Order ([filing 83](#)),

**IT IS ORDERED** that the motion is granted. Accordingly, all information, documents, and testimony produced and obtained during discovery that are designated as confidential by the producing party shall only be disseminated as follows:

- To the parties, their claim administrators, and their counsel, including firm lawyers, firm paralegals, and firm support personnel who are working on this case with counsel;
- To persons as are employed by counsel to act as vendors, consultants or experts in this action who shall also be bound by a written agreement not to disseminate;
- To each parties’ insurers, reinsurers, retrocessionaires, regulators and accountants;
- To judges and court personnel under seal;
- To the jury in this action under seal; and
- To certified court reporters acting as such.

The written agreement not to disseminate is incorporated herein and is attached to this Protective Order as Exhibit A.

All confidential documents shall be filed under seal pursuant to the Local Rules of the United States District Court for the District of Nebraska.

Nothing in this Protective Order shall later prevent or prohibit any party from seeking such additional or further protection as it deems necessary to protect documents or information subject to discovery in this action.

Nothing herein shall preclude a party from challenging the designation of any information, document or testimony as confidential. Should counsel for a non-disclosing party object to the designation by the disclosing party of any particular material as “confidential” such counsel at any time may notify counsel for the disclosing party in writing that he or she objects to the designation, specifying with particularity the material he or she believes has been improperly classified and the basis for his or her contention that said information, document or testimony should not be designated as confidential. Upon receipt by the disclosing party of such written objection, counsel shall negotiate and attempt in good faith to resolve the dispute as to the designation. If counsel are unable to resolve such a dispute, then counsel for the disclosing party may file with the Court a motion regarding the designation of such material as confidential. If counsel for the disclosing party does not file such a motion within 30 days of service of said objection, the information, document or testimony at issue will no longer be considered confidential. Otherwise, during the pendency of any such objection, dispute, or motion, the material in question shall remain confidential and be handled in accordance with the terms of this Protective Order.

The obligations imposed by this Protective Order shall survive the termination of this action and any related actions.

**DATED July 10, 2015.**

**BY THE COURT:**

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

**EXHIBIT A**

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

<b>UNION PACIFIC RAILROAD</b>	)	<b>Case No.: 8:13-cv-0084</b>
<b>COMPANY,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>vs.</b>	)	
	)	
<b>COLONY NATIONAL INSURANCE</b>	)	
<b>COMPANY;</b>	)	
<b>DeANGELO BROTHERS, INC.; and</b>	)	
<b>AMERICAN HOME ASSURANCE</b>	)	
<b>COMPANY, d/b/a AIG, INC.,</b>	)	
	)	
<b>Defendants.</b>	)	

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**NONDISCLOSURE AGREEMENT**

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The undersigned, having read the Protective Order issued by the United States District Court for the District of Nebraska in the above captioned case which protects the confidential information of the parties produced during discovery in that matter (the Protective Order is attached hereto), agrees to be bound as follows:

1. The undersigned agrees to be bound by the provisions of the Protective Order.
2. All confidential information disclosed to the undersigned pursuant to the Protective Order shall not be disclosed, disseminated or published by the undersigned, except as permitted in the Protective Order.
3. The undersigned agrees that he or she shall not even acknowledge the existence of the confidential information to anyone for any reason at any time, except as permitted in the Protective Order.

4. The undersigned agrees that he or she shall take all appropriate and necessary precautions to avoid loss or inadvertent disclosure of the confidential information as designated under the Protective Order.
5. The undersigned agrees that, after his or her permitted use of the confidential materials and documents is completed, he or she shall return any and all confidential materials and documents received to the person or entity from which he or she received the confidential materials and documents.
6. The undersigned agrees that the terms of this Non-Disclosure Agreement shall continue even after his or her return of the confidential materials and documents.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature – Recipient of Confidential Information

\_\_\_\_\_  
Name (Please Print)

Address: \_\_\_\_\_

\_\_\_\_\_

Employer: \_\_\_\_\_