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13 **UNITED STATES DISTRICT COURT**  
 14 **DISTRICT OF NEVADA**

15 BALLY GAMING, INC.

16 Plaintiff,

17 v.

18 ARISTOCRAT TECHNOLOGIES, INC.,  
 19 VIDEO GAMING TECHNOLOGIES, INC.,  
 20 AND ARISTOCRAT LEISURE LIMITED

21 Defendants.

Case No.: 2-16-cv-02359-JCM-CWH

**STIPULATED PROTECTIVE ORDER**

22 Pursuant to Federal Rule of Civil Procedure 26(c), Plaintiff Bally Gaming, Inc. (“Bally  
 23 Gaming”) and Defendants Aristocrat Technologies, Inc., Video Gaming Technologies, Inc., and  
 24 Aristocrat Leisure Limited (collectively, “Defendants”) (Bally Gaming and Defendants  
 25 collectively “The Parties” and individually each is a “Party”), by and through their respective  
 26 counsel, hereby stipulate and agree that discovery in this Civil Action (“Action”) may involve  
 27 the disclosure of certain documents, things, and information that constitute or contain trade

1 secrets, financial records, or other confidential research, development, or commercial  
2 information within the meaning of Rule 26(c), which must be protected in order to preserve  
3 legitimate business interests. Accordingly, good cause exists for the entry of this Protective  
4 Order pursuant to Rule 26(c) to protect against improper disclosure or use of confidential  
5 information produced or disclosed in this case. The Parties therefore further stipulate and agree,  
6 subject to the approval of the Court, that the terms and conditions of this Protective Order shall  
7 govern the handling of documents, depositions, pleadings, exhibits and all other information  
8 exchanged by the Parties in this Action, or provided by or obtained from non-parties in this  
9 Action.

#### 10 **SCOPE**

11 1. This Protective Order shall apply to all documents, electronically stored  
12 information, tangible thing, testimony, or other discovery material in this Action,  
13 including responses to requests for production of documents, answers to interrogatories,  
14 responses to requests for admissions, deposition testimony, expert testimony and reports,  
15 exhibits and all other discovery taken pursuant to the Federal Rules of Civil Procedure,  
16 matters in evidence and any other information hereafter furnished, directly or indirectly,  
17 by or on behalf of any party, non-party or witness in connection with this Action  
18 (“Discovery Material”).

19 2. As used herein, “Producing Party” shall refer to any party to this Action  
20 and to any non-party who produces Discovery Material, and “Receiving Party” shall refer  
21 to any individual who properly receives or is shown Discovery Material.

#### 22 **DESIGNATION**

23 3. A Producing Party may designate Discovery Material as  
24 “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” in  
25 accordance with this Protective Order if the party in good faith believes that such  
26 Discovery Material contains CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS’  
27 EYES ONLY information as defined in Paragraph 4. The burden of establishing that

1 Discovery Material is CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS’ EYES  
2 ONLY as defined herein shall be on the Producing Party. The designation of any  
3 Discovery Material as CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS’ EYES  
4 ONLY shall be deemed effective unless and until the Court orders otherwise or the  
5 Producing Party withdraws the designation.

6 4. CONFIDENTIAL and CONFIDENTIAL—ATTORNEYS’ EYES ONLY  
7 Discovery Material includes the following:

8 a. CONFIDENTIAL Discovery Material refers to confidential  
9 information that reflects proprietary business information or technical information  
10 relating to a trade secret or other confidential research, development, or  
11 commercial information.

12 b. CONFIDENTIAL—ATTORNEYS’ EYES ONLY  
13 Discovery Material refers to confidential information, the disclosure of which to  
14 the other party, non-parties, or the public could cause actual damage to the  
15 competitive position of the Producing Party, including, without limitation,  
16 information that may be subject to an existing obligation of confidentiality by the  
17 Producing Party or its affiliates, financial information (*e.g.*, detailed nonpublic  
18 financial information such as information relating to sales, sales volume, profits,  
19 account balances, and money transfers), commercial, proprietary, marketing or  
20 technical information, as well as competitive information that the Producing Party  
21 believes would provide significant technical or business advantage to the  
22 Receiving Party, including, without limitation, information that reflects unit  
23 selling prices to specific customers, customer lists (actual and/or potential),  
24 forecasts, or strategic business plans and marketing plans.

25 **FORM AND TIMING OF DESIGNATION**

26 5. Confidential documents shall be so designated by placing or affixing the  
27 word “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” on the

1 document in a manner which will not interfere with the legibility of the document and  
2 which will permit complete removal of the CONFIDENTIAL or CONFIDENTIAL-  
3 ATTORNEYS' EYES ONLY designation. Documents shall be designated  
4 CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY prior to, or  
5 contemporaneously with, the production or disclosure of the documents.

6 6. Portions of depositions shall be deemed CONFIDENTIAL or  
7 CONFIDENTIAL—ATTORNEYS' EYES ONLY if designated as such when the  
8 deposition is taken or within fourteen (14) calendar days after receipt of the transcript.  
9 Depositions shall be automatically treated as CONFIDENTIAL—ATTORNEYS' EYES  
10 ONLY until fourteen (14) calendar days after receipt of the transcript.

11 7. Information from inspection of things and premises shall be deemed  
12 CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY if designated as  
13 such at the time of the inspection or within fourteen (14) calendar days after the  
14 inspection. All information gleaned from inspection of things and premises shall be  
15 automatically treated as CONFIDENTIAL—ATTORNEYS' EYES ONLY for fourteen  
16 (14) calendar days after the day of inspection.

17 8. To the extent that any party wishes to file or submit for filing as part of the  
18 Court record any materials subject to this Protective Order, or any pleading, motion or  
19 memorandum referring to them, the party wishing to do so shall cause to be filed a  
20 motion for leave to file such materials under seal pursuant to the Court's local rules and  
21 any other applicable rules governing sealed documents. If a party is filing a document  
22 that it has itself designated as CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS'  
23 EYES ONLY, then that party shall reference this Protective Order in submitting the  
24 document it proposes to maintain under seal. If a non-designating party is filing a  
25 document that another party has designated as CONFIDENTIAL or CONFIDENTIAL—  
26 ATTORNEYS' EYES ONLY, then the non-designating party shall file the document  
27 under seal. A non-designating party may make a written request to have the document

1 unsealed and if the designating party does not agree to the request, within ten (10)  
2 calendar days, the non-designating party may file an appropriate motion or application as  
3 provided by the Court's procedures that shows good cause to unseal the document.

#### 4 USE

5 9. Discovery Material designated CONFIDENTIAL or CONFIDENTIAL—  
6 ATTORNEYS' EYES ONLY under this Protective Order may be used only for purposes  
7 of this litigation and any appeal therefrom, and shall not be used for any other purpose  
8 including, but not limited to, any business, proprietary, commercial, governmental or  
9 other legal purpose, including in connection with any other litigation, arbitration or claim.  
10 Nothing in this Protective Order precludes a Producing Party from using or disseminating  
11 its own CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY  
12 information. Nothing herein shall prevent disclosure beyond the terms of this Protective  
13 Order if the Producing Party consents in writing to such disclosure, or if the Court,  
14 after notice to all affected parties, orders or permits such disclosure.

15 10. Discovery Material designated CONFIDENTIAL or CONFIDENTIAL—  
16 ATTORNEYS' EYES ONLY shall be protected from disclosure as specified herein,  
17 unless a party obtains an order of the Court declaring that all or certain portions of such  
18 Discovery Material are not, in fact, protected and may be disclosed.

19 11. Non-parties may designate as CONFIDENTIAL or CONFIDENTIAL—  
20 ATTORNEYS' EYES ONLY transcripts of depositions of their witnesses and any  
21 documents or information they produce, whether voluntarily or by subpoena, to the same  
22 extent and in the same manner as parties to this Action, and any such Discovery Material  
23 shall be treated by parties to this Action in the same manner as materials and information  
24 so designated by a party. Non-parties shall have the same rights and obligations under  
25 this Protective Order as parties and may move the Court to enforce the provisions of this  
26 Protective Order. A non-party's use of this Protective Order to protect its own  
27 information does not entitle that third party access to CONFIDENTIAL or

1 CONFIDENTIAL—ATTORNEYS' EYES ONLY Discovery Material produced by any  
2 party in this case.

### 3 DISCLOSURE

4 12. Unless otherwise directed by the Court or authorized in writing by the  
5 Producing Party, Discovery Material designated as CONFIDENTIAL may be disclosed  
6 by the Receiving Party only to the following persons:

7 (a) outside attorneys of record for each party in this Action, including any  
8 attorneys employed by firms of record who are representing a party in this Action even if not  
9 otherwise identified specifically on pleadings, provided the attorneys are working on this  
10 litigation. Support personnel for these outside attorneys (e.g., law clerks, analysts, paralegals,  
11 litigation assistants, secretaries and support staff) also are allowed access under this provision. ;

12 (b) subject to the disclosure requirements set forth in Paragraph 14 below, two  
13 (2) designated in-house counsel for each party who is assisting in the conduct of this Action, and  
14 support personnel for the in-house counsel, such as law clerks, analysts, paralegals, litigation  
15 assistants, secretaries and support staff, provided the in-house counsel does not actively  
16 participate in the conception, design, development, and marketing of electronic gaming  
17 machines;

18 (c) subject to the disclosure requirements set forth in Paragraph 14 below, up  
19 to two (2) designated employee representatives for each party to the extent reasonably necessary  
20 for the litigation of this Action;

21 (d) subject to the disclosure requirements set forth in Paragraph 14 below,  
22 independent consultants or expert witnesses (including partners, associates and employees of the  
23 firm which employs such consultant or expert) retained by a party or its attorneys for purposes of  
24 this litigation, but only to the extent necessary to further the interest of the Parties in this  
25 litigation;

26 (e) the Court and its personnel, and all appropriate courts of appellate  
27 jurisdiction, including, but not limited to, stenographic reporters regularly employed by the Court

1 and stenographic reporters not regularly employed by the Court who are engaged by the Court or  
2 the Parties during the litigation of this action;

3 (f) service contractors such as document copy services, trial technology  
4 consultants, jury consultants, translators, and graphic artists;

5 (g) employees of copy services, design services (including graphics services),  
6 microfilming or database services, trial support firms (including mock jurors) and/or translators  
7 who are engaged by the Parties during the litigation of this action;

8 (h) the authors and the original recipients of the document; and

9 (i) such other persons as hereafter may be designated by written agreement  
10 between the Parties in this Action or by the order of the Court.

11 13. Unless otherwise directed by the Court or authorized in writing by the  
12 Producing Party, Discovery Material designated as CONFIDENTIAL—ATTORNEYS'  
13 EYES ONLY may be disclosed by the Receiving Party only to the persons listed in  
14 Paragraphs 12(a) – (b) and (d) – (i).

15 14. Prior to disclosing a Producing Party's Discovery Material designated as  
16 CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY to any person  
17 under Paragraphs 12(b) – (d) and 13, the Receiving Party shall provide written notice to  
18 the Producing Party that includes: (i) the name of the person, (ii) the present employer  
19 and title of the person, and (iii) a signed agreement to agree to be bound by the terms of  
20 this Protective Order in the form of Exhibit A attached hereto. For persons under  
21 Paragraph 12(d), the Receiving Party shall also provide an up-to-date curriculum vitae.  
22 Within seven (7) calendar days of receiving the information required to be provided  
23 under this paragraph, the Producing Party may object in writing to the disclosure. In the  
24 absence of any objection at the end of the seven (7) day period, the individual shall be  
25 deemed approved under this Protective Order. If an objection is made, the Parties shall  
26 meet and confer within four (4) calendar days after the objection and attempt in good  
27 faith to resolve the dispute informally. If the dispute is not resolved, the party objecting

1 to the disclosure will have four (4) calendar days from the date of the meet and confer to  
2 seek relief from the Court. If relief is not sought from the Court within that time, the  
3 objection shall be deemed withdrawn. If relief is sought, CONFIDENTIAL or  
4 CONFIDENTIAL—ATTORNEYS' EYES ONLY shall not be disclosed until the objection  
5 is resolved by the Court. Counsel for the Receiving Party shall retain the signed agreement  
6 for a period of five years after the conclusion of the action, including all appeals.

7 15. Prior to disclosing a Producing Party's designated Discovery Material to  
8 mock jurors under Paragraph 12(g), the Receiving Party shall require the mock jurors to sign a  
9 confidentiality agreement to agree to be bound by the terms of this Protective Order in the  
10 form of Exhibit A attached hereto, and counsel for the Receiving Party shall retain the  
11 signed agreement for a period of five years after the conclusion of the action, including all  
12 appeals.

13 16. In the event of an unauthorized disclosure of information designated  
14 under this Protective Order, the Producing Party may make a reasonable request for the  
15 signed agreements, and upon receipt of such request, counsel for the Receiving Party  
16 shall produce the signed agreements.

17 17. In no event shall a Receiving Party, an independent consultant, or an  
18 expert witness use any Discovery Material designated as CONFIDENTIAL—  
19 ATTORNEYS' EYES ONLY for the purpose of preparing or prosecuting any patent  
20 application, or in connection with any other proceeding before the U.S. Patent and  
21 Trademark Office or any foreign or international patent office. Individuals allowed  
22 access to Discovery Material designated as CONFIDENTIAL—ATTORNEYS' EYES  
23 ONLY (other than non-technical information potentially relevant to damages issues  
24 and/or settlement negotiations) shall not participate in the preparation, filing, or  
25 prosecution of any U.S. or foreign patent application that relates to electronic gaming  
26 machines for the duration of this Action and for a period of two years following  
27 termination of this Action by settlement or final judgment, including exhaustion of all

1 appeals. The Parties agree that this paragraph does not apply to *inter partes* review, post-  
2 grant opposition, or *ex parte* reexamination in the U.S. Patent and Trademark Office (or  
3 analogous proceedings in foreign jurisdictions), with the exception that individuals  
4 allowed access to Discovery Material designated as CONFIDENTIAL—ATTORNEYS’  
5 EYES ONLY shall not draft or amend claims, or advise or instruct another on the content  
6 to be included in any such new or amended claims for any patent asserted in this  
7 litigation for the duration of this litigation and for a period of two years following  
8 termination of this action by settlement or final judgment.

9 18. Whenever information designated as CONFIDENTIAL or  
10 CONFIDENTIAL—ATTORNEYS’ EYES ONLY pursuant to this Protective Order is to  
11 be discussed by a party or disclosed in a deposition, hearing, or pre-trial proceeding, the  
12 Producing Party may exclude from the room any person, other than persons designated in  
13 Paragraphs 12 and 13, as appropriate, for that portion of the deposition, hearing or pre-  
14 trial proceeding.

15 19. The recipient of any CONFIDENTIAL or CONFIDENTIAL—  
16 ATTORNEYS’ EYES ONLY Discovery Material that is provided under this Protective  
17 Order shall maintain such information in a secure and safe area and shall exercise  
18 reasonable and proper care with respect to the storage, custody, use and/or dissemination  
19 of such information.

20 **EXEMPTED MATERIALS**

21 20. None of the provisions of this Protective Order shall apply to the  
22 following categories of documents or information, and any party may seek to remove the  
23 restrictions set forth herein on the ground that information designated as  
24 CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS’ EYES ONLY has/had been:

- 25 (a) available to the public at the time of its production hereunder;  
26 (b) available to the public after the time of its production through no act, or  
27 failure to act, on behalf of the Receiving Party, its counsel, representatives or experts;

1 (c) known to the Receiving Party, or shown to have been independently  
2 developed by the Receiving Party, prior to its production hereunder without use or benefit of the  
3 information;

4 (d) obtained outside of this Action by the Receiving Party from the Producing  
5 Party without having been designated as CONFIDENTIAL or CONFIDENTIAL—  
6 ATTORNEYS' EYES ONLY; provided, however, that this provision does not negate any pre-  
7 existing obligation of confidentiality; and/or

8 (e) previously produced, disclosed or provided by the Producing Party to the  
9 Receiving Party or any third party without an obligation of confidentiality.

10 21. While the Producing Party has the burden of proof of establishing that  
11 Discovery Material is CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES  
12 ONLY as set forth in Paragraph 4, the Receiving Party shall have the burden of proof to  
13 establish that any otherwise valid claims of confidentiality have been vitiated based on  
14 any of the grounds set forth in Paragraph 20.

15 **INADVERTENT PRODUCTION/DESIGNATION**

16 22. The inadvertent production of any document subject to attorney-client  
17 privilege or work product immunity will not waive attorney-client privilege or work  
18 product immunity in this Action or any other action or proceeding before any court,  
19 agency, or tribunal. In addition, the fact that a document was inadvertently produced  
20 shall not be used in any manner as evidence in support of any alleged waiver of attorney-  
21 client privilege or work product immunity. If a party has inadvertently produced a  
22 document subject to a claim of attorney-client privilege or work product immunity, upon  
23 written request, the document and all copies thereof shall be returned or destroyed  
24 promptly, and in no event later than seven (7) calendar days, after a written request is  
25 made by the Producing Party, as required by Rule 26(b)(5)(B). Moreover, any notes or  
26 summaries, other than those expressly permitted under this section, referring to or  
27 relating to any such inadvertently produced document subject to a claim of attorney-client

1 privilege or work product immunity shall be destroyed. Nothing herein shall prevent the  
2 Receiving Party from preparing a record for its own use containing the date, author,  
3 address(es) and other such information as is reasonably necessary to identify the  
4 document and generally describe its nature to the Court in any motion to compel  
5 production of the document. Such a record of the identity and nature of a document may  
6 not be used for any purpose other than preparation of a motion to compel in this Action.  
7 After return or destruction of the document(s), the Receiving Party may challenge the  
8 Producing Party's claim(s) of attorney-client privilege or work product immunity by  
9 making a motion to the Court.

10 23. The inadvertent failure to designate a document, testimony, or other  
11 material as CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY prior  
12 to disclosure shall not operate as a waiver of the party's right to later designate the  
13 document, testimony, or other material as CONFIDENTIAL or CONFIDENTIAL—  
14 ATTORNEYS' EYES ONLY in this Action or any other action or proceeding before any  
15 court, agency, or tribunal.

16 24. In the event of disclosure of Discovery Material designated  
17 CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY to any person  
18 not authorized to access such Discovery Material under this Protective Order, the party  
19 responsible for having made such disclosure, and each party with knowledge thereof,  
20 shall immediately inform counsel for the Producing Party of all known relevant  
21 information concerning the nature and circumstances of the disclosure. The party  
22 responsible for improperly disclosing such Discovery Material shall also promptly take  
23 all reasonable measures to retrieve the improperly disclosed Discovery Material and to  
24 ensure that no further or greater unauthorized disclosure and/or use thereof is made.

25 25. Nothing in this Protective Order shall waive or limit any protections  
26 afforded the Parties under Federal Rules of Evidence 502.  
27

1 **OBJECTION TO DESIGNATIONS**

2 26. Any party may object to the designation by the Producing Party of any  
3 Discovery Material as CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS’ EYES  
4 ONLY. The process for making such an objection and for resolving the dispute shall be  
5 as follows:

6 (a) The objecting party shall notify the Producing Party in writing as to its  
7 objection(s) to the designations. This notice shall include, at a minimum, a specific  
8 identification of the designated Discovery Material objected to as well as the reason(s) for the  
9 objection.

10 (b) The objecting party shall thereafter have the burden of conferring within  
11 seven (7) calendar days, either in person or by telephone with the Producing Party claiming  
12 protection, as well as any other interested party, in a good faith effort to resolve the dispute.

13 (c) Failing agreement, the objecting party may move the Court for a ruling  
14 that the Discovery Material sought to be protected is not entitled to such designation. The  
15 Producing Party bears the burden to establish that the Discovery Material is CONFIDENTIAL or  
16 CONFIDENTIAL—ATTORNEYS’ EYES ONLY and entitled to such protection under this  
17 Protective Order.

18 27. Notwithstanding any such challenge to the designation of Discovery  
19 Material as CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS’ EYES ONLY, all  
20 such Discovery Material so designated shall be treated as such and shall be subject to the  
21 provisions of this Protective Order until either the party who designated the Discovery  
22 Material as CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS’ EYES ONLY  
23 withdraws such designation in writing or the Court rules that the designation is not proper  
24 and that the designation be removed.

25 28. Any failure to object to any Discovery Material being designated as  
26 CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS’ EYES ONLY shall not be  
27 construed as an admission by any non-producing party that the material constitutes or

1 contains a trade secret or other confidential information.

2 **RETURN/DESTRUCTION OF MATERIALS**

3 29. Not later than sixty (60) calendar days after the termination of this Action,  
4 including all appeals, all CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS'  
5 EYES ONLY Discovery Material, including all copies thereof, shall be returned to the  
6 Producing Party or destroyed, such election to be made by the Receiving Party, except  
7 that each party's outside counsel may retain all papers filed with the Court, transcripts  
8 and videos of testimony and exhibits, expert reports, discovery requests and responses,  
9 correspondence and their own work product containing CONFIDENTIAL or  
10 CONFIDENTIAL—ATTORNEYS' EYES ONLY Discovery Material for archival  
11 purposes, and provided that such counsel shall not disclose any party's CONFIDENTIAL  
12 or CONFIDENTIAL—ATTORNEYS' EYES ONLY Discovery Material contained  
13 therein to any person or entity except pursuant to a written agreement with the Producing  
14 Party or as otherwise provided in this Protective Order. Not later than seventy-five (75)  
15 calendar days after the termination of this Action, including all appeals, the party  
16 receiving any CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY  
17 Discovery Material shall certify in writing that all such material has been returned or  
18 destroyed.

19 **MISCELLANEOUS PROVISIONS**

20 30. This Protective Order is without prejudice to the right of any party to seek  
21 further or additional protection of Discovery Material for which the protection of this  
22 Protective Order is not believed by such party to be adequate. Nothing in this Protective  
23 Order shall be deemed to bar or preclude any Producing Party from seeking such  
24 additional protection, including, without limitation, an order that certain information may  
25 not be discovered at all.

26 31. The entry of this Protective Order shall not be construed as a waiver of  
27 any right to object to the furnishing of information in response to discovery and, except

1 as expressly provided, shall not relieve any party of the obligation of producing  
2 information in the course of discovery.

3 32. If at any time CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS'  
4 EYES ONLY Discovery Material is subpoenaed by any court, or any arbitral,  
5 administrative or legislative body, the person to whom the subpoena is directed shall  
6 immediately give written notice thereof to counsel for every party who has produced such  
7 CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY Discovery  
8 Material and shall provide each such party with an opportunity to object to the production  
9 of such materials before the party being subpoenaed discloses such materials. If the  
10 Producing Party does not move for a protective order within seven (7) calendar days of  
11 the date written notice is given, the party to whom the referenced subpoena is directed  
12 may produce, on or after the date set for production in the subpoena but not prior to the  
13 end of the seven (7) calendar day notice period, such material in response thereto. Any  
14 such production shall be made pursuant to confidentiality protections at least as strict as  
15 the protections in this Protective Order.

16 33. All notices required by any Paragraphs of this Protective Order are to be  
17 made by e-mail to counsel representing the noticed party. The date by which a party  
18 receiving notice shall respond or otherwise take action shall be computed from the date of  
19 receipt of the notice. Any of the notice requirements herein may be waived in whole or  
20 in part, but only in a writing signed by counsel for the Producing Party.

21 34. Nothing in this Protective Order shall bar or otherwise restrict counsel  
22 from rendering advice to his or her client with respect to this Action and, in the course  
23 thereof, relying in a general way upon his or her examination of CONFIDENTIAL or  
24 CONFIDENTIAL—ATTORNEYS' EYES ONLY Discovery Material in this Action;  
25 provided, however, that in rendering such advice and in otherwise communicating with a  
26 person not entitled to view CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS'  
27 EYES ONLY Discovery Material, counsel shall not disclose the contents of

1 CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS’ EYES ONLY Discovery  
2 Material produced by any other party or non-party.

3 35. Execution of this Protective Order shall not constitute a waiver of the right  
4 of any party to claim in this Action or otherwise that any document, or any portion  
5 thereof, is protected by the attorney-client privilege or work product immunity or is  
6 otherwise not discoverable or admissible in evidence in this Action or any other  
7 proceeding.

8 36. This Protective Order shall remain in full force and effect until modified,  
9 superseded, or terminated on the record by agreement of the Parties or by an order of the  
10 Court. At the conclusion of the present Action, the Court shall retain jurisdiction to  
11 enforce the terms of this Protective Order. Each person or entity who receives  
12 CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS’ EYES ONLY Discovery  
13 Material agrees to subject himself or herself to the jurisdiction of this Court for the

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1 purpose of any proceedings relating to the performance under, compliance with or  
2 violation of this Protective Order.

3 IT IS SO STIPULATED this 23<sup>rd</sup> day of March, 2017.

4 For Plaintiff Bally Gaming, Inc.

For Defendants Aristocrat Technologies,  
Inc., Video Gaming Technologies, Inc. and  
Aristocrat Leisure Limited:

7 /s/ Spencer H. Gunnerson

/s/ Nicholas J. Santoro

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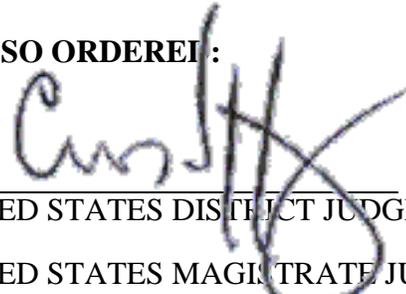
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22 **IT IS SO ORDERED:**

23   
24 \_\_\_\_\_  
25 UNITED STATES DISTRICT JUDGE  
26 or  
27 UNITED STATES MAGISTRATE JUDGE

DATED: \_ March 24, 2017 \_

1 **EXHIBIT A**

2  
3 UNITED STATES DISTRICT COURT  
4 DISTRICT OF NEVADA

5 BALLY GAMING, INC.

6 Plaintiff,

7 v.

8 ARISTOCRAT TECHNOLOGIES, INC.,  
9 VIDEO GAMING TECHNOLOGIES, INC., AND  
10 ARISTOCRAT LEISURE LIMITED

11 Defendants.

Case No.: 2-16-cv-02359-JCM-CWH

DECLARATION AND UNDERTAKING  
TO BE BOUND BY STIPULATED  
PROTECTIVE ORDER

12 I, \_\_\_\_\_, declare

13 that:

14 1. My residence address is

15 \_\_\_\_\_.

16 2. My current employer is \_\_\_\_\_

17 and the address of my current employment is

18 \_\_\_\_\_.

19 3. My current occupation or job description is

20 \_\_\_\_\_.

21 4. [Experts Only] A copy of my *curriculum vitae* is attached hereto.

22 5. I have received and read the Stipulated Protective Order in this Action dated

23 \_\_\_\_\_, and I understand its provisions. I agree (a) to be bound by the

24 terms of the Stipulated Protective Order, (b) to use CONFIDENTIAL and CONFIDENTIAL—

25 ATTORNEYS' EYES ONLY Discovery Material solely for this action and (c) not to disclose

26 any CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY Discovery Material

27 to any person, firm, corporation or other entity not qualified to have access to such information

1 pursuant to the terms of the Stipulated Protective Order.

2 6. Upon termination of this Action, including all appeals, I will destroy or return to  
3 retaining counsel all CONFIDENTIAL and CONFIDENTIAL—ATTORNEYS’ EYES ONLY  
4 Discovery Material and summaries, abstracts and indices thereof that come in my possession,  
5 and documents of things that I have prepared relating thereto.

6 7. I hereby submit to the jurisdiction of the United States District Court for the  
7 District of Nevada for the purpose of enforcement of the Stipulated Protective Order. I  
8 understand that if I violate the provisions of the Stipulated Protective Order, I will be in violation  
9 of a Court Order and subject to sanctions or other remedies that may be imposed by the Court  
10 and may be liable in civil action by one or more of the Parties in this Action.

11 I declare under penalty of perjury under the laws of the United States of America that the  
12 foregoing is true and correct.

13 Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_  
14 in the State of \_\_\_\_\_.

15  
16 \_\_\_\_\_  
17 (Signature)

18  
19 \_\_\_\_\_  
20 (Print Name)