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16 UNITED STATES DISTRICT COURT
 17 DISTRICT OF NEVADA

<p>18 CHRISTOPHER CARR, ROXANNE CLAYTON) AND BRIAN BENNETT, on Behalf of) 19 Themselves and all Others Similarly Situated,) 20 Plaintiffs,) vs.) 21) 22 INTERNATIONAL GAME TECH., et al.,) Defendants.)</p>	<p>Case No. 3:09-cv-00584-ECR-RAM</p> <p>STIPULATION AND [PROPOSED] PROTECTIVE ORDER</p>
<p>24 RANDOLPH K. JORDAN and KIMBERLY J.) JORDAN, on Behalf of Themselves and a Class of) 25 Persons Similarly Situated,) 26 Plaintiffs,) vs.) 27) 28 INTERNATIONAL GAME TECH., et al.,) Defendants.)</p>	<p>Case No. 3:09-cv-00585-ECR-RAM</p>

1 WHEREAS, disclosure and discovery activities in the above-captioned consolidated
2 actions are likely to involve production of confidential, proprietary, or private information for
3 which special protection from public disclosure and from use for any purpose other than this
4 Litigation would be warranted;

5 WHEREAS, the parties, by and through their undersigned counsel, have stipulated and
6 agreed, subject to the approval of the Court, that the protective order set forth below (the
7 “Order”) shall govern the production and use of all such information provided during the course
8 of discovery in this Litigation;

9 THEREFORE, IT IS HEREBY ORDERED BY THE COURT, that any person subject to
10 this Order, including without limitation, the individuals and entities described herein, shall
11 adhere to the following terms, procedures and conditions:

12 **1. PURPOSES AND LIMITATIONS**

13 This Order shall apply to all materials or information of any kind provided in
14 connection with discovery in this Litigation, including, but not limited to, documents (both paper
15 and electronic), deposition testimony and deposition exhibits, interrogatory answers, responses to
16 requests for admission, discovery responses and disclosures provided pursuant to the Federal
17 Rules of Civil Procedure, pleadings, motions, affidavits, declarations, and transcripts. The
18 parties acknowledge that this Order does not confer blanket protections on all disclosures or
19 responses to discovery and that the protection it affords extends only to the information or items
20 that qualify for protection under standards developed under applicable law.

21 **2. DEFINITIONS**

22 2.1 CONFIDENTIAL Information or Items: information (regardless of how it
23 is generated, stored or maintained) or tangible things that qualify for protection under Federal
24 Rule of Civil Procedure 26(c).

25 2.2 Counsel (without qualifier): Outside Counsel of Record and House
26 Counsel (as well as their support staffs).

27 2.3 Designating Party: a Party or Non-Party that designates information or
28 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or

1 “HIGHLY CONFIDENTIAL PLAN PARTICIPANT INFORMATION” (“HIGHLY
2 CONFIDENTIAL PPI”).

3 2.4 Disclosure or Discovery Material: all items or information, regardless of
4 the medium or manner generated, stored, or maintained (including, among other things,
5 testimony, transcripts, or tangible things) that are produced or generated in disclosures or
6 responses to discovery in this matter.

7 2.5 Expert: a person with specialized knowledge or experience in a matter
8 pertinent to the Litigation who (1) has been retained by a Party or its Counsel to serve as an
9 expert witness or as a consultant in this Litigation, (2) is not a past or a current employee of a
10 Party, (3) is not a current employee of a Party’s competitor, and (4) at the time of retention, is
11 not anticipated to become an employee of a Party or of a Party’s competitor. This definition
12 includes a professional jury or trial consultant retained in connection with this Litigation.

13 2.6 “HIGHLY CONFIDENTIAL PLAN PARTICIPANT
14 INFORMATION” (“HIGHLY CONFIDENTIAL PPI”) means information about
15 International Game Technology Profit Sharing Plan (“Plan”) participants and beneficiaries
16 otherwise unavailable to the public, including Social Security numbers, Birth Dates, Plan
17 participant identifiers, Plan account activity, distributions, tax information, employment
18 information, or information otherwise protected by Health Insurance Portability and
19 Accountability Act of 1996 (“HIPAA”) privacy and/or other federal and state privacy standards.

20 2.7 House Counsel: attorneys who are employees of a Party.

21 2.8 Litigation: the above-captioned consolidated actions and any appeals
22 thereof only. The term “Litigation” does not include any related cases or proceedings.

23 2.9 Non-Party: any natural person, partnership, corporation, association,
24 or other legal entity not named as a Party to this Litigation and subject to Paragraph 9 herein.

25 2.10 Outside Counsel of Record: attorneys and their support staff who are not
26 employees of a Party but who are retained to represent or advise a Party in this Litigation and
27 have appeared in this Litigation on behalf of that Party.

28

1 2.11 Party or Parties: any party to this Litigation, including all of its officers,
2 directors, employees, retained Experts, and Outside Counsel of Record (and their support staff).

3 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
4 Discovery Material in this Litigation.

5 2.13 Professional Vendors: persons or entities that provide litigation support
6 services (*e.g.*, photocopying; videotaping; translating; preparing exhibits or demonstrations;
7 organizing, storing, processing or retrieving data in any form or medium) and their employees
8 and subcontractors.

9 2.14 Protected Material: any Disclosure or Discovery Material that is
10 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL PLAN PARTICIPANT
11 INFORMATION” (“HIGHLY CONFIDENTIAL PPI”).

12 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
13 from a Producing Party.

14 **3. SCOPE**

15 The protections conferred by this Order cover not only Protected Material (as
16 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
17 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
18 conversations, or presentations by the Parties or their Counsel that might reveal Protected
19 Material. Any use of Protected Material at trial shall be governed by a separate agreement or
20 order.

21 **4. DURATION**

22 Even after the final disposition of this Litigation, the confidentiality obligations
23 imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing
24 or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) the
25 dismissal of all claims and defenses in this Litigation, with or without prejudice; and (2) final
26 judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials,
27 or reviews of this Litigation, including the time limits for filing any motions or applications for
28 extension of time pursuant to applicable law.

1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under this Order
4 must take care to limit any such designation to specific material that qualifies under the
5 appropriate standards. To the extent that it is practical to do so, the Designating Party must take
6 care to designate for protection only those parts of material, documents, items, or oral or written
7 communications that qualify – so that other portions of the material, documents, items, or
8 communications for which protection is not warranted are not swept unjustifiably within the
9 ambit of this Order.

10 If it comes to a Party’s or a Non-Party’s attention that information or items that it
11 designated for protection do not qualify for protection, that Party or Non-Party must promptly
12 notify all other parties that it is withdrawing the mistaken designation.

13 5.2 Manner and Timing of Designations. Except as otherwise provided in this

14 Order (*see, e.g.*, second paragraph of Section 5.2(a), below), or as otherwise stipulated or
15 ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be
16 clearly so designated before the material is disclosed or produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (apart from transcripts of
19 depositions or other pretrial proceedings), that the Producing Party affix the legend
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL PLAN PARTICIPANT INFORMATION”
21 (“HIGHLY CONFIDENTIAL PPI”) on each page that contains Protected Material.

22 A Party or Non-Party that makes original documents or materials available for
23 inspection need not designate them for protection until after the inspecting Party has indicated
24 which material it would like copied and produced. During the inspection and before the
25 designation, all of the material made available for inspection shall be deemed
26 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and
27 produced, the Producing Party must determine which documents, or portions thereof, qualify for
28 protection under this Order, then, before producing the specified documents, the Producing Party

1 must affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL PLAN
2 PARTICIPANT INFORMATION” (“HIGHLY CONFIDENTIAL PPI”) on each page that
3 contains Protected Material.

4 (b) for testimony given in deposition or in other pretrial or trial
5 proceedings, that the Party or Non-Party offering or sponsoring the testimony identify all
6 protected testimony, and further specify any portions of the testimony as to which protection is
7 sought, either on the record, before the close of deposition, hearing or other proceeding, or
8 within thirty (30) days after the receipt of the testimony transcript.

9 The court reporter must affix to the top of each page containing Protected
10 Material the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL PLAN
11 PARTICIPANT INFORMATION” (“HIGHLY CONFIDENTIAL PPI”) as instructed by the
12 Party or Non-Party offering or sponsoring the witness or presenting the testimony.

13 (c) for information produced in some form other than documentary,
14 and for any other tangible items, that the Producing Party affix in a prominent place on the
15 exterior of the container or containers in which the information or item is stored the legend
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL PLAN PARTICIPANT INFORMATION”
17 (“HIGHLY CONFIDENTIAL PPI”). If only portions of the information or item warrant
18 protection, the Producing Party, to the extent practicable, shall identify the protected portions.

19 5.3 Privacy-Based Designations. The parties acknowledge that certain types of
20 highly sensitive personal and financial information of Plaintiffs, Defendants, Plan participants,
21 and/or Non-Parties, such as social security numbers, account numbers and birth dates, warrant
22 heightened protection (collectively, “Personal Information”). Accordingly, Protected Material
23 containing such information shall be redacted before it is filed under seal with the Court, even if
24 that information has been produced with the Personal Information in unredacted form.

25 5.4 Federal, State and Local Laws Regarding Privacy and Confidential
26 Information. A Party or Non-Party’s production of documents that the Producing Party has
27 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL PLAN PARTICIPANT
28 INFORMATION” (“HIGHLY CONFIDENTIAL PPI”) shall be deemed to be compliant with

1 any federal, state or local laws or agreements governing the disclosure of confidential, personal
2 or proprietary information.

3 5.5 Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items as “CONFIDENTIAL” or “HIGHLY
5 CONFIDENTIAL PLAN PARTICIPANT INFORMATION” (“HIGHLY CONFIDENTIAL
6 PPI”) does not, standing alone, waive the Designating Party’s right to secure protection under
7 this Order for such material. If material is appropriately designated as “CONFIDENTIAL” or
8 “HIGHLY CONFIDENTIAL PLAN PARTICIPANT INFORMATION” (“HIGHLY
9 CONFIDENTIAL PPI”) after the material was initially produced, the Receiving Party, on timely
10 notification of the designation, must make reasonable efforts to assure that the material is treated
11 in accordance with the provisions of this Order.

12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13 6.1 Timing of Challenges. Any Party may challenge a designation of
14 confidentiality. Unless a prompt challenge to a Designating Party’s confidentiality designation is
15 necessary to avoid foreseeable substantial unfairness, unnecessary economic burdens, or a later
16 significant disruption or delay of the Litigation, a Party does not waive its right to challenge a
17 confidentiality designation by electing not to mount a challenge promptly after the original
18 designation is disclosed.

19 6.2 Meet and Confer. A Party challenging a confidentiality designation shall
20 initiate the dispute resolution process by providing written notice of each designation it is
21 challenging and describing the basis for each challenge. The parties shall attempt to resolve each
22 challenge in good faith and must begin the process by conferring directly (in voice-to-voice
23 dialogue; other forms of communication are not sufficient) within 14 days of service of notice.
24 In conferring, the challenging Party must explain the basis for its belief that the confidentiality
25 designation was not proper and must give the Designating Party an opportunity to review the
26 designated material, to reconsider the circumstances, and, if no change in designation is offered,
27 to explain the basis for the chosen designation. A challenging Party may proceed to the next
28 stage of the challenge process only if it has engaged in this meet and confer process first.

1 6.3 Judicial Intervention. A Party that elects to press a challenge to a
2 confidentiality designation, after considering the justification offered by the Designating Party,
3 may file and serve a motion that identifies the challenged material and sets forth in detail the
4 basis for the challenge. Each such motion must be accompanied by a competent declaration that
5 affirms the movant has complied with the meet and confer requirements imposed in the
6 preceding paragraph and that sets forth with specificity the justification for the confidentiality
7 designation that was given by the Designating Party in the meet and confer dialogue.

8 Until the Court rules on the challenge, all Parties and Non-Parties shall continue
9 to afford the material in question the level of protection to which it is entitled under the
10 Producing Party’s designation.

11 7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

12 7.1 Basic Principles. A Receiving Party may use Protected Material that is
13 disclosed or produced by another Party or by a Non-Party in connection with this case only for
14 prosecuting, defending, or attempting to settle this Litigation. Such Protected Material may be
15 disclosed only to the categories of persons and under the conditions described in this Order.
16 When the Litigation has been terminated, a Receiving Party must comply with the provisions of
17 Section 13, below.

18 Protected Material must be stored and maintained by a Receiving Party at a
19 location and in a secure manner that ensures that access is limited to the persons authorized
20 under this Order. Each person who has access to Protected Material shall take all due
21 precautions to prevent the unauthorized or inadvertent disclosure of such material.

22 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
23 otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving
24 Party may disclose any information or item designated “CONFIDENTIAL” only to:

- 25 (a) the Receiving Party’s Outside Counsel of Record in this Litigation,
26 as well as employees and Professional Vendors of said counsel to whom it is reasonably
27 necessary to disclose the information for this Litigation;

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1 (b) the officers, directors, and employees (including House Counsel)
2 of the Receiving Party to whom the disclosure is reasonably necessary for this Litigation and
3 who have signed the “Acknowledgment and Agreement to Be Bound” by the Order (Exhibit A);

4 (c) Experts (as defined in this Order) of the Receiving Party to whom
5 disclosure is reasonably necessary for this Litigation and who have signed the “Acknowledgment
6 and Agreement to Be Bound” by the Order (Exhibit A);

7 (d) the Court and its personnel;

8 (e) court reporters, videographers and their staffs to whom disclosure
9 is reasonably necessary for this Litigation;

10 (f) during their deposition, witnesses in the Litigation to whom
11 disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement
12 to Be Bound” by the Order (Exhibit A) ;

13 (g) the author of the document or persons who were listed as recipients
14 on the face of the document containing the information or a custodian of the document;

15 (h) a mediator or arbitrator retained by the Parties to this Litigation or
16 assigned by the court;

17 (i) such other persons as may be designated by prior written agreement
18 of Outside Counsel of Record on behalf of all Parties, or by order of the Court; and

19 (j) in the event of a joint deposition involving the Parties to this
20 Litigation and parties to any other litigation and subject to paragraph 7.2(i), the Parties agree to
21 meet and confer regarding the appropriate protocol for handling any information or items
22 designated in this Litigation as “CONFIDENTIAL.”

23 7.3 Disclosure of “HIGHLY CONFIDENTIAL PLAN PARTICIPANT
24 INFORMATION” (“HIGHLY CONFIDENTIAL PPI”) Information or Items. Unless otherwise
25 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may
26 disclose any information or item designated “HIGHLY CONFIDENTIAL PLAN PARTICIPANT
27 INFORMATION” (“HIGHLY CONFIDENTIAL PPI”) only to:

28 (a) the Receiving Party’s Outside Counsel of Record in this Litigation, as

1 well as employees of said counsel to whom it is reasonably necessary to disclose the information
2 for this Litigation;

3 (b) Professional Vendors of the Receiving Party's Outside Counsel of
4 Record in this Litigation to whom the disclosure is reasonably necessary for this Litigation and
5 who have signed the "Acknowledgment and Agreement to Be Bound" by the Order (Exhibit A);

6 (c) Experts (as defined in this Order) of the Receiving Party to whom
7 disclosure is reasonably necessary for this Litigation and who have signed the "Acknowledgment
8 and Agreement to Be Bound" by the Order (Exhibit A);

9 (d) the Court and its personnel;

10 (e) court reporters, videographers and their staffs to whom disclosure is
11 reasonably necessary for this Litigation;

12 (f) the author of the document or persons who were listed as recipients
13 on the face of the document containing the information or a custodian of the document;

14 (g) a mediator or arbitrator retained by the Parties to this Litigation or
15 assigned by the court;

16 (h) such other persons as may be designated by prior written agreement
17 of Outside Counsel of Record on behalf of all Parties, or by order of the Court; and

18 (i) in the event of a joint deposition involving the Parties to this
19 Litigation and parties to any other litigation and subject to paragraph 7.3(h), the Parties agree to
20 meet and confer regarding the appropriate protocol for handling any information or items
21 designated in this Litigation as "HIGHLY CONFIDENTIAL PLAN PARTICIPANT
22 INFORMATION" ("HIGHLY CONFIDENTIAL PPI").

23 7.4 Acknowledgment and Agreement to Be Bound. Each person who is
24 permitted access to Protected Material, excluding those individuals or groups identified *supra* in
25 Section 7.2 (a), (d), (e), (g), (h) and Section 7.3 (a), (d), (e), (f), and (g), shall first be shown a
26 copy of this Order, shall be advised of the obligations imposed by the Order, and shall execute
27 the "Acknowledgment and Agreement to Be Bound" by the Order that is attached hereto as
28 Exhibit A. Outside Counsel of Record shall retain the signed copies of Exhibit A in his or her

1 files during the pendency of this Litigation.

2 7.5 Other Litigation or Legal Proceedings. Protected Material shall not be
3 shared with any individual, party, putative class member, expert witness, consultant or counsel in
4 any other legal proceeding or action, including, but not limited to, other legal proceedings
5 involving International Game Technology and/or its current or former officers, directors or
6 employees.

7 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
8 **IN OTHER LITIGATION**

9 If a Receiving Party is served with a subpoena or an order issued in other
10 litigation that would compel disclosure of any information or items designated in this Litigation
11 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL PLAN PARTICIPANT
12 INFORMATION” (“HIGHLY CONFIDENTIAL PPI”) the Receiving Party must:

13 (a) promptly notify the Designating Party, in writing (by e-mail, if possible)
14 immediately and in no event more than three court days after receiving the subpoena or order.
15 Such notification must include a copy of the subpoena or court order;

16 (b) promptly notify in writing the party who caused the subpoena or order to issue
17 in the other litigation that some or all of the material covered by the subpoena or order is the
18 subject of this Order. Such notification shall include a copy of this Order;

19 (c) cooperate with respect to all reasonable procedures sought to be pursued by
20 the Designating Party whose Protected Material may be affected.

21 If the Designating Party timely seeks a protective order, the Party served with the
22 subpoena or court order shall not produce any information designated in this Litigation as
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL PLAN PARTICIPANT INFORMATION”
24 (“HIGHLY CONFIDENTIAL PPI”) before a determination by the court from which the
25 subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The
26 Designating Party shall bear the burden and the expense of seeking protection in that court of its
27 confidential material, and nothing in these provisions should be construed as authorizing or
28 encouraging a Receiving Party in this Litigation to disobey a lawful directive from another court.

1 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED IN THIS LITIGATION**

3 (a) The terms of this Order are applicable to information produced by a Non-Party
4 in this Litigation and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL PLAN
5 PARTICIPANT INFORMATION” (“HIGHLY CONFIDENTIAL PPI”). Such information
6 produced by Non-Parties in connection with this Litigation is protected by the remedies and
7 relief provided by this Order.

8 (b) In the event that a Party is required, by a valid discovery request, to produce
9 a Non-Party’s confidential information in its possession, and the Party is subject to an agreement
10 with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

11 1. promptly notify in writing the Requesting Party and the Non-Party
12 that some or all of the information requested is subject to a confidentiality agreement with a non-
13 party;

14 2. promptly provide the Non-Party with a copy of the Order in this
15 Litigation, the relevant discovery request(s), and a reasonably specific description of the
16 information requested; and

17 3. make the information requested available for inspection by the Non-
18 Party.

19 (c) If the Non-Party fails to object or seek a protective order from this court
20 within 14 days of receiving the notice and accompanying information, the Receiving Party may
21 produce the Non-Party’s confidential information responsive to the discovery request. If the
22 Non-Party timely seeks a protective order, the Receiving Party shall not produce any information
23 in its possession or control that is subject to the confidentiality agreement with the Non-Party
24 before a determination by the Court. Absent a court order to the contrary, the Non-Party shall
25 bear the burden and expense of seeking protection in this court of its Protected Material.

26 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

27 If a Receiving Party learns that, by inadvertence, it has disclosed Protected
28 Material to any person or in any circumstances not authorized under this Order, the Receiving

1 Party must immediately: (a) notify in writing the Designating Party of the unauthorized
2 disclosures; (b) use its best efforts to retrieve all copies of the Protected Material; (c) inform the
3 person or persons to whom unauthorized disclosures were made of all of the terms of this Order;
4 and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be
5 Bound” by the Order that is attached hereto as Exhibit A.

6 **11. FILING PROTECTED MATERIAL**

7 Without _____ a court order secured
8 after appropriate notice to all interested persons, a Party may not file in the public record in this
9 Litigation any Protected Material. All Protected Material filed with the Court, and all portions of
10 pleadings, motions or other papers filed with the Court that disclose Protected Material, shall be
11 filed under seal with the Clerk of the Court and kept under seal until further order of the Court.
12 All Protected Material submitted to the Court under seal shall clearly be designated and marked
13 as “UNDER SEAL -CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER” or “UNDER
14 SEAL - HIGHLY CONFIDENTIAL –SUBJECT TO PROTECTIVE ORDER.”

15 **12. INADVERTENT PRODUCTION OF PRIVILEGED MATERIAL**

16 Inadvertent production or disclosure of documents or information subject to the
17 attorney-client privilege, work product immunity, or any other applicable privilege shall not
18 constitute a waiver of, or a prejudice to, any claim – in this or any other proceeding – that such or
19 related material is privileged or protected by the work product immunity or any other applicable
20 privilege, provided that the Producing Party notifies the Receiving Party in writing within a
21 reasonable time after discovery of such inadvertent production. Upon receipt of such notice, the
22 Receiving Parties’ obligations are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
23 This provision is not intended to modify whatever procedure may be established in an e-
24 discovery order that provides for production without prior privilege review.

25 **13. FINAL DISPOSITION**

26 Unless otherwise ordered or agreed in writing by the Producing Party, within
27 sixty (60) days after the final disposition of this Litigation, each Receiving Party must either
28 destroy or return all Protected Material to the Producing Party, and the Receiving Party shall

1 provide a written certification confirming the destruction or return of all Protected Material to the
2 Producing Party. As used in this subdivision, “all Protected Material” includes all copies,
3 abstracts, compilations, summaries or any other form of reproducing or capturing any of the
4 Protected Material. Notwithstanding this provision, Outside Counsel of Record are entitled to
5 retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda,
6 correspondence or attorney work product. Any such archival copies that contain Protected
7 Material remain subject to this Order as set forth in Section 4 (DURATION), above. The
8 exemption for attorney work product shall not, however, include the “CONFIDENTIAL” or
9 “HIGHLY CONFIDENTIAL PLAN PARTICIPANT INFORMATION” (“HIGHLY
10 CONFIDENTIAL PPI”) information itself, or collections, assemblages or copies thereof, but is
11 limited to attorney work product referencing, quoting or summarizing such material.

12 **14. MISCELLANEOUS**

13 14.1 Party’s Use of Its Own “CONFIDENTIAL” Information or Items or
14 “HIGHLY CONFIDENTIAL PLAN PARTICIPANT INFORMATION” (“HIGHLY
15 CONFIDENTIAL PPI”). Nothing in this Order shall prevent a Party from using its own
16 “CONFIDENTIAL” information or “HIGHLY CONFIDENTIAL PLAN PARTICIPANT
17 INFORMATION” (“HIGHLY CONFIDENTIAL PPI”) in any manner it chooses.

18 14.2 Right to Further Relief. Nothing in this Order abridges the right of any
19 person to seek its modification by the Court in the future.

20 14.3 Right to Assert Other Objections. By stipulating to the entry of this Order,
21 no Party waives any right it otherwise would have to object to disclosing or producing any
22 information or item on any ground not addressed in this Order. Similarly, no Party waives any
23 right to object on any ground to the use in evidence of any of the material covered by this
24 Protective Order.

25 14.4 Trial. Prior to the trial in this matter, the Parties shall confer regarding the
26 submission of a joint proposal to the Court with respect to the treatment of Protected Material at
27 trial.

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1 14.5 The Court shall retain jurisdiction over all persons subject to this Order to
2 the extent necessary to enforce any obligations arising hereunder or to impose sanctions for any
3 contempt thereof.

4
5 Respectfully submitted,

6 DATED: May 18, 2011

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DATED: May 18, 2011

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Attorneys for Plaintiffs

* * *

ORDER

IT IS SO ORDERED.

Dated: May 19, 2011.



The Honorable Robert A. McQuaid, Jr.
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I have read
in its entirety and understand the Order that was issued by the United States District Court for the
District of Nevada on May ____, 2011 in the consolidated actions captioned *Carr v. International
Game Technology, et al.*, Case No. 09-cv-00584-ECR-RAM and *Jordan v. International Game
Technology, et al.*, Case No. 09-cv-00585-ECR-RAM. I agree to comply with and to be bound by
all the terms of this Order, and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will
not disclose in any manner any information or item that is subject to this Order to any person or
entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the District of Nevada for the purpose of enforcing the terms of this Order, even if such
enforcement proceedings occur after termination of this Litigation.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone number]
as my Nevada agent for service of process in connection with this Litigation or any proceedings
related to enforcement of this Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

[printed name]

Signature: _____

[signature]

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CERTIFICATE OF SERVICE

I hereby certify that on May 18, 2011, a true and correct copy of the foregoing **STIPULATION AND [PROPOSED] PROTECTIVE ORDER** was electronically filed with the Clerk of the Court using the CM/ECF System which will transmit a Notice of Electronic Filing to all registered CM/ECF registrants for this case.

Executed at Palo Alto, California, on May 18, 2011.

By: /s/ Jacob Veltman
Jacob Veltman