

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

JOLLENE PROVENCIO,

Plaintiff,

vs.

Case No. 1:16-cv-01268-JCH-WPL

INTEL CORPORATION,

Defendant.

STIPULATED CONFIDENTIALITY ORDER

Certain information, documents and things subject to discovery in this action will consist of confidential information (“Confidential Information”) relating to the business or proprietary interests of Intel Corporation (“Intel”) or relating to personnel information regarding Intel employees and former Intel employees other than Plaintiff. The parties have agreed to preserve the confidentiality of any of Intel's Confidential Information and to use such information solely for the prosecution and defense of this action, and for no other purpose.

THIS MATTER having come before the Court upon application for a STIPULATED CONFIDENTIALITY ORDER (“Order”) and the Court having been shown good cause for the entry of the Order,

IT IS HEREBY ORDERED as follows:

1. Intel may designate documents, testimony or other evidence as Confidential Information. The matters that may be designated as Confidential Information include, but are not limited to, items relating to Intel’s financial status (*e.g.*, balance sheets, income statements), proprietary and trade secret information (*e.g.*, retirement and pension plan information), personnel information (*e.g.*, employee personnel records, compensation), third-party proprietary

information, and any of Intel's other business proprietary or confidential information, or that of any Intel-affiliated entity.

2. If Intel designates any material as Confidential Information, that material shall be stamped "Confidential" or be otherwise clearly designated as confidential. Intel will affix the "Confidential" stamp in a way which does not obstruct any of the content of the information disclosed. Upon being designated confidential, such information will immediately become subject to the terms of this Order.

3. After receiving materials designated as Confidential Information, Plaintiff shall have 30 days from the date of receipt to notify Intel of an objection to the designation. The objection must explain the basis supporting the objection. Thereafter, Intel will have 30 days from receipt of notice of the objection to request the Court to review the designation. The materials shall remain designated as Confidential Information unless and until the Court rules otherwise.

4. Any material designated as Confidential Information shall not be disclosed to any person or entity except as follows:

- A. Counsel for the Parties in this lawsuit and their employees, including paralegals and clerical staff;
- B. Plaintiff, but only to enable her to assist in the prosecution of this litigation;
- C. Designated experts engaged by Plaintiff for the purpose of consulting, preparing reports, and/or testifying in this proceeding; and
- D. Court reporters retained to transcribe testimony.

If any material designated as Confidential Information is filed in court, it will be filed under seal.

5. Any person to whom disclosure of Confidential Information is made shall be instructed that the Confidential Information is to remain confidential and may not be disclosed to any other person and may not be used for any other purpose. Any person other than counsel for a party shall, prior to having access to any Confidential Information, acknowledge in writing by signing a copy of the attached Acknowledgement (Exhibit A), the confidentiality of the information being disclosed and agree to treat any such information in accordance with the terms of this Order. The original, executed copy of the Acknowledgement shall be retained by counsel until the conclusion of this action.

6. It is the obligation of Plaintiff's counsel to ensure the strict compliance with these disclosure requirements. Any person who violates the terms of this Order is subject to the contempt powers of the Court and any available sanction.

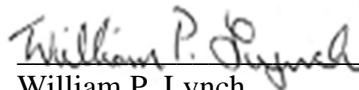
7. The inadvertent failure to designate material as Confidential Information shall not constitute, or have the effect of, a waiver of any claim that such material or any similar material is confidential.

8. Nothing in this Order shall constitute a waiver of Intel's right to object to disclosure of any Confidential Information, nor shall it constitute a waiver of Plaintiff's right to move to compel discovery of any Confidential Information not disclosed. Nothing in this Order shall constitute a waiver of Intel's right to seek additional protective orders or to further safeguard the disclosure or use of any additional categories of material that may not fall within the scope of this Order.

9. Any other business entity that may have confidential business information that is required to be produced in this case may designate such information as “Confidential,” at which point such information will become subject to the terms of this Order.

10. All Confidential Information produced pursuant to this Order, and all copies of such information in whatever form, will, at the request of defense counsel, be promptly returned to Intel at the conclusion of this action. Counsel for Plaintiff shall certify compliance with the requirements of this paragraph by Affidavit or Declaration within 60 days of the conclusion of this action.

IT IS SO ORDERED


William P. Lynch
U.S Magistrate Judge

Submitted by:

<p>The Gilpin Law Firm, LLC</p> <p>By <u>electronically approved 1/16/17</u> Donald G. Gilpin Christopher P. Machin 6100 Indian School Rd. NE, Ste. 115 Albuquerque, NM 87110-4180 Telephone : (505) 244-3861 Fax: (505) 254-0044 ggd48@aol.com cmachin@thegilpinlawfirm.com</p>	<p>RODEY, DICKASON, SLOAN, AKIN & ROBB, P.A.</p> <p>By <u>/s/ Scott D. Gordon</u> Scott D. Gordon Stephanie L. Latimer Post Office Box 1888 Albuquerque, New Mexico 87103 (505) 765-5900 (505) 768-7395 (fax) sgordon@rodey.com slatimer@rodey.com Attorneys for Defendant Intel Corporation</p>
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EXHIBIT A

Acknowledgement of Stipulated Confidentiality Order

As a recipient of Confidential Information from Intel, I have reviewed the Order and understand that this Order is a valid and binding Order of this Court. I agree to be bound by all of the terms of this Order and pledge to abide by all terms of this Order.

If at any time during the pendency of this action or thereafter it is alleged that I have violated any term of this Order, I agree that I am subject to the jurisdiction of the United States District Court for the District of New Mexico and hereby waive any objection to the Court's assertion of personal jurisdiction over me. I understand that if the Court finds I have violated this Order, I may be adjudged in contempt of this Court and subject to such sanctions as this Court may deem just and appropriate, including a monetary fine.

In the alternative, I understand and agree that the rights granted in this Order may be deemed to be contractual and in the event of any violation or alleged violation of this Order, Intel may pursue any person who violates the Order for breach of contract and upon proof of breach may be entitled to such contract remedies as a court of competent jurisdiction may deem just and appropriate.

Signature

Printed Name