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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

9 NEVADA STAR RESOURCE CORP. (U.S.)
10 and PURE NICKEL, INC.,

No. 2:13-cv-00618-RSL

11 Plaintiff,

STIPULATED PROTECTIVE ORDER

12 v.

13 ROBERT AGRISANO, MONTY D. MOORE,
14 SCOTT NICHOLSON, and MONTY L.
15 MOORE,

**NOTED FOR:
December 5, 2013**

16 Defendant.

17 1. PURPOSES AND LIMITATIONS

18 Discovery in this action is likely to involve production of confidential, proprietary, or
19 private information for which special protection may be warranted. Accordingly, the parties
20 hereby stipulate to and petition the court to enter the following Stipulated Protective Order.

21 The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer
22 blanket protection on all disclosures or responses to discovery, the protection it affords from
23 public disclosure and use extends only to the limited information or items that are entitled to
24 confidential treatment under the applicable legal principles, and it does not presumptively
25 entitle parties to file confidential information under seal.

STIPULATED PROTECTIVE ORDER – 1

CORR CRONIN MICHELSON
BAUMGARDNER & PREECE LLP
1001 Fourth Avenue, Suite 3900
Seattle, Washington 98154-1051
Tel (206) 625-8600
Fax (206) 625-0900

1 2. “CONFIDENTIAL” AND “HIGHLY CONFIDENTIAL” MATERIAL

2 “Confidential” material shall include documents, tangible things, or deposition
3 testimony designated with the legend “Confidential” or in the manner described in paragraph
4 5, below. “Highly Confidential” material shall include documents, tangible things, or
5 deposition testimony designated with the legend “Highly Confidential” or in the manner
6 described in paragraph 5, below.

7 3. SCOPE

8 The protections conferred by this agreement cover not only Confidential and Highly
9 Confidential material (as defined above), but also (1) any information copied or extracted
10 from Confidential or Highly Confidential material; (2) all copies, excerpts, summaries, or
11 compilations of Confidential or Highly Confidential material; and (3) any testimony,
12 conversations, or presentations by parties or their counsel that might reveal Confidential or
13 Highly Confidential material. However, the protections conferred by this agreement do not
14 cover information that is in the public domain or becomes part of the public domain through
15 trial or otherwise. This agreement applies to material and information produced in this action
16 both by parties and non-parties.

17 4. ACCESS TO AND USE OF CONFIDENTIAL AND HIGHLY CONFIDENTIAL
18 MATERIAL

19 4.1 Basic Principles. A receiving party may use Confidential or Highly
20 Confidential material that is disclosed or produced by another party or by a non-party in
21 connection with this case only for prosecuting, defending, or attempting to settle this
22 litigation. Confidential and Highly Confidential material may be disclosed only to the
23 categories of persons and under the conditions described in this agreement. Confidential and
24 Highly Confidential material must be stored and maintained by a receiving party at a location
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1 and in a secure manner that ensures that access is limited to the persons authorized under this
2 agreement.

3 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
4 ordered by the court or permitted in writing by the designating party, a receiving party may
5 disclose any Confidential material only to:

6 (a) the receiving party’s counsel of record in this action, as well as employees
7 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

8 (b) the officers, directors, and employees (including in house counsel) of the
9 receiving party to whom disclosure is reasonably necessary for this litigation;

10 (c) experts and consultants to whom disclosure is reasonably necessary for this
11 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
12 A);

13 (d) the court, court personnel, and court reporters and their staff;

14 (e) copy or imaging services retained by counsel to assist in the duplication of
15 confidential material, provided that counsel for the party retaining the copy or imaging service
16 instructs the service not to disclose any confidential material to third parties and to
17 immediately return all originals and copies of any confidential material;

18 (f) during their depositions, witnesses in the action to whom disclosure is
19 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be
20 Bound” (Exhibit A), unless otherwise agreed by the designating party or ordered by the court.

21 Pages of transcribed deposition testimony or exhibits to depositions that reveal confidential
22 material must be separately bound by the court reporter and may not be disclosed to anyone
23 except as permitted under this agreement;

1 (g) the author or recipient of a document containing the information or a
2 custodian or other person who otherwise possessed or knew the information.

3 4.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items. Unless
4 otherwise ordered by the court or permitted in writing by the designating party, a receiving
5 party may disclose any Highly Confidential material only to:

6 (a) the receiving party’s counsel of record in this action, as well as employees
7 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

8 (b) experts and consultants to whom disclosure is reasonably necessary for this
9 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
10 A);

11 (c) the court, court personnel, and court reporters and their staff;

12 (d) copy or imaging services retained by counsel to assist in the duplication of
13 confidential material, provided that counsel for the party retaining the copy or imaging service
14 instructs the service not to disclose any confidential material to third parties and to
15 immediately return all originals and copies of any confidential material;

16 (e) during their depositions, witnesses in the action to whom disclosure is
17 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be
18 Bound” (Exhibit A), unless otherwise agreed by the designating party or ordered by the court.
19 Pages of transcribed deposition testimony or exhibits to depositions that reveal confidential
20 material must be separately bound by the court reporter and may not be disclosed to anyone
21 except as permitted under this agreement;

22 (f) the author or recipient of a document containing the information or a
23 custodian or other person who otherwise possessed or knew the information.
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1 4.4 Filing Confidential Material. Before filing Confidential or Highly Confidential
2 material or discussing or referencing such material in court filings, the filing party shall confer
3 with the designating party determine whether the designating party will remove the
4 confidential designation, whether the document can be redacted, or whether a motion to seal
5 or stipulation and proposed order is warranted. Local Civil Rule 5(g) sets forth the procedures
6 that must be followed and the standards that will be applied when a party seeks permission
7 from the court to file material under seal.

8 5. DESIGNATING PROTECTED MATERIAL

9 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
10 party or non-party that designates information or items for protection under this agreement
11 must take care to limit any such designation to specific material that qualifies under the
12 appropriate standards. The designating party must designate for protection only those parts of
13 material, documents, items, or oral or written communications that qualify, so that other
14 portions of the material, documents, items, or communications for which protection is not
15 warranted are not swept unjustifiably within the ambit of this agreement.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
17 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
18 unnecessarily encumber or delay the case development process or to impose unnecessary
19 expenses and burdens on other parties) expose the designating party to sanctions.

20 If it comes to a designating party's attention that information or items that it
21 designated for protection do not qualify for protection, the designating party must promptly
22 notify all other parties that it is withdrawing the mistaken designation.

23 5.2 Manner and Timing of Designations. Except as otherwise provided in this
24 agreement (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
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1 ordered, disclosure or discovery material that qualifies for protection under this agreement
2 must be clearly so designated before or when the material is disclosed or produced.

3 (a) Information in documentary form: (e.g., paper or electronic documents and
4 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial
5 proceedings), the designating party must affix the word “CONFIDENTIAL” or “HIGHLY
6 CONFIDENTIAL” to each page that contains confidential material. If only a portion or
7 portions of the material on a page qualifies for protection, the producing party also must
8 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
9 margins).

10 (b) Testimony given in deposition or in other pretrial ~~or trial~~ proceedings: the
11 parties must identify on the record, during the deposition, hearing, or other proceeding, all
12 protected testimony, without prejudice to their right to so designate other testimony after
13 reviewing the transcript. Any party or non-party may, within fifteen days after receiving a
14 deposition transcript, designate portions of the transcript, or exhibits thereto, as confidential.

15 (c) Other tangible items: the producing party must affix in a prominent place
16 on the exterior of the container or containers in which the information or item is stored the
17 word “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only a portion or portions of
18 the information or item warrant protection, the producing party, to the extent practicable, shall
19 identify the protected portion(s).

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
21 designate qualified information or items does not, standing alone, waive the designating
22 party’s right to secure protection under this agreement for such material. Upon timely
23 correction of a designation, the receiving party must make reasonable efforts to ensure that the
24 material is treated in accordance with the provisions of this agreement.
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1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges; Notice. Any party or non-party may challenge a
3 designation of confidentiality at any time. If any party believes that any document or
4 information which is claimed to be Confidential or Highly Confidential does not contain
5 confidential or highly confidential material, it may contest the applicability of this Agreement
6 to such information by notifying the opposing party's counsel in writing and identifying the
7 information contested. Unless a prompt challenge to a designating party's confidentiality
8 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
9 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to
10 challenge a confidentiality designation by electing not to mount a challenge promptly after the
11 original designation is disclosed.

12 6.2 Meet and Confer. The parties shall have seven (7) days after notice given
13 pursuant to paragraph 6.1 to meet and confer and attempt to resolve the issue. The parties
14 must make every attempt to resolve any dispute regarding confidential designations without
15 court involvement. Any motion regarding confidential designations or for a protective order
16 must include a certification, in the motion or in a declaration or affidavit, that the movant has
17 engaged in a good faith meet and confer conference with other affected parties in an effort to
18 resolve the dispute without court action. The certification must list the date, manner, and
19 participants to the conference. A good faith effort to confer requires a face-to-face meeting or
20 a telephone conference.

21 6.3 Judicial Intervention. If the dispute is not resolved within seven (7) days after
22 notice given pursuant to paragraph 6.1, the party seeking the protection shall have seven (7)
23 additional days in which to make a motion for the protection of such document or
24 information. The document or information that is subject to a dispute as to whether it is
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1 Confidential or Highly Confidential, shall, until further order of the Court, be treated as
2 designated (Confidential or Highly Confidential) in accordance with the provisions of this
3 Agreement.

4 The burden of persuasion in any such motion shall be on the designating party. Frivolous
5 challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary
6 expenses and burdens on other parties) may expose the challenging party to sanctions.

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

9 If a party is served with a subpoena or a court order issued in other litigation that
10 compels disclosure of any information or items designated in this action as
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” that party must:

12 (a) promptly notify the designating party in writing and include a copy of the
13 subpoena or court order;

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

17 (c) cooperate with respect to all reasonable procedures sought to be pursued by
18 the designating party whose confidential material may be affected.

19 7.1 Disclosure to Third Parties. The disclosure by the producing party of Confidential
20 or Highly Confidential information or material, regardless of whether the information was so
21 designated at the time of disclosure, shall not be deemed a waiver in whole or in part of a
22 party's claim of confidentiality with respect to third parties, either as to the specific
23 information disclosed or as to any other information relating thereto or on the same or related
24 subject matter. Nothing in this Agreement shall be deemed to waive any claim of privilege or
25 of work product immunity.

1 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a receiving party learns that, by inadvertence or otherwise, it has disclosed
3 Confidential or Highly Confidential material to any person or in any circumstance not
4 authorized under this agreement, the receiving party must immediately (a) notify in writing
5 the designating party of the unauthorized disclosures, (b) use its best efforts to retrieve all
6 unauthorized copies of the protected material, (c) inform the person or persons to whom
7 unauthorized disclosures were made of all the terms of this agreement, and (d) request that
8 such person or persons execute the “Acknowledgment and Agreement to Be Bound” that is
9 attached hereto as Exhibit A.

10 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
11 PROTECTED MATERIAL

12 When a producing party gives notice to receiving parties that certain inadvertently
13 produced material is subject to a claim of privilege or other protection, the obligations of the
14 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
15 provision is not intended to modify whatever procedure may be established in an e-discovery
16 order or agreement that provides for production without prior privilege review. Parties shall
17 confer on an appropriate non-waiver order under Fed. R. Evid. 502.

18 10. EFFECTIVE DATE

19 The parties agree to abide by the terms of this protective order beginning on the date
20 of execution by the parties, even if such date is prior to execution and approval by the court.

21 11. NON TERMINATION AND RETURN OF DOCUMENTS

22 Within 60 days after the termination of this action, including all appeals, each
23 receiving party must return all Confidential and Highly Confidential material to the producing
24 party, including all copies, extracts and summaries thereof. Alternatively, the parties may
25 agree upon appropriate methods of destruction.

1 Notwithstanding this provision, counsel are entitled to retain one archival copy of all
2 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,
3 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert
4 work product, even if such materials contain Confidential or Highly Confidential material.

5 The confidentiality obligations imposed by this agreement shall remain in effect until
6 a designating party agrees otherwise in writing or a court orders otherwise.

7 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

8
9 DATED: 12/19/13 s/ Steven W. Fogg
10 Attorneys for Plaintiff

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12 DATED: 12/19/13 s/ David R. Ebel
13 Attorneys for Defendant

14 PURSUANT TO STIPULATION, IT IS SO ORDERED.

15 DATED: December 24, 2013

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18 Robert S. Lasnik
19 Robert S. Lasnik
20 United States District 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 Stipulated Protective Order that was issued by the
United States District Court for the Western District of Washington on [date] in the case of
_____ [insert formal name of the case and the number and initials assigned to it by the
court]. I agree to comply with and to be bound by all the terms of this Stipulated Protective
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 Stipulated Protective
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
Western District of Washington for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____