

IN THE UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF ILLINOIS  
ROCK ISLAND DIVISION

FIDLAR TECHNOLOGIES,

*Plaintiff,*

v.

LPS REAL ESTATE DATA SOLUTIONS,  
INC.,

*Defendant.*

Case No. 4:13-cv-4021  
Judge Sara Darrow  
Magistrate Judge Jonathan E. Hawley

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LPS REAL ESTATE DATA SOLUTIONS,  
INC.,

*Counter-Claimant,*

v.

FIDLAR TECHNOLOGIES,

*Counter-Defendant.*

**AGREED PROTECTIVE ORDER**

Pursuant to Rule 26 of the Federal Rules of Civil Procedure, and consistent with the standards set forth in *Citizens First National Bank of Princeton v. Cincinnati Ins. Co.*, 178 F.3d 943, 945 (7th Cir. 1999); *Union Oil Co. of California v. Leavell*, 220 F.3d 562 (7th Cir. 2000); and *Baxter International v. Abbott Laboratories*, 297 F.3d 544 (7th Cir. 2002), and for good cause shown, Plaintiff/Counter-Defendant Fidlar Technologies (“Plaintiff”), and Defendant/Counter-Plaintiff (“Defendant”) (each a “party” and, collectively, the “parties”), by and through their respective counsel, hereby stipulate to the entry of this Agreed Protective Order. This Agreed Protective Order is intended to preserve and maintain the confidentiality of certain limited confidential and proprietary information which may be disclosed or obtained by

Plaintiff and/or Defendant during discovery in this lawsuit. The parties agree that good cause exists for this Agreed Protective Order to preserve their legitimate proprietary and privacy interests in non-public sources of information, the production of which the parties may mutually seek or have sought through their respective discovery requests.

The Court finds that good cause under Fed. R. Civ. P. 26(c) exists to enter this Agreed Protective Order (hereinafter, "Order").

**IT IS THEREFORE ORDERED:**

1. This Order shall be applicable to and govern all depositions, documents produced in response to requests for production of documents, answers to interrogatories, responses to requests for admissions and all other discovery taken pursuant to the Federal Rules of Civil Procedure or otherwise in this action. The provisions of this Order shall apply to the parties to this action.

2. All information which is or has been produced or discovered in this litigation, regardless of whether designated confidential, shall be used solely for the prosecution or defense of this litigation unless the information is available to the general public without a breach of the terms of this Agreed Protective Order.

3. The remainder of this Order shall apply to all properly designated "Confidential" or "Attorneys' Eyes Only" materials produced before and/or after the filing date of this Protective Order. Once this case proceeds to trial, all information presented at trial that is not subject to other safeguards ordered by the Court shall become public and will presumptively be available to all members of the public, including the press.

**4. DEFINITIONS**

(a) The term "Confidential" shall mean information which a party in good faith

believes comprises or reflects proprietary information used by it in, or pertaining to, its business which is not generally known and which the party would normally not reveal to third parties or would cause third parties to maintain in confidence, such as contracts and agreements or marketing documents.

(b) The term “Attorneys’ Eyes Only” shall mean information which a party in good faith believes comprises or reflects financial or business information belonging to the party, or a trade secret, that if disclosed to the principals of the other party, could give the other party a competitive advantage, such as customer or vendor lists, customer or vendor information, other information relating to the customers of or vendors used by the designating party and such customers’ particular needs, wants, and/or desires, financial information, and/or current and future business plans.

(c) The term “Document”, whether used in the singular or plural, shall mean all materials, including electronically stored information, within the scope of Fed. R. Civ. P. 34, however produced or reproduced, in whole or in part and whether an original or a copy.

(d) The term “Electronic Material” shall mean information stored or recorded in the form of electronic, machine-readable or other media (including information, files, databases, or programs stored on any digital or analog machine-readable device, computers, discs, networks or tapes).

(e) The term “Producing Party” means the party who responds to a discovery request or otherwise provides information to another party or the Court in connection with this action.

(g) The term “Receiving Party” means the party who receives information from a Producing Party.

(h) The term “Third Party” means any person, association, partnership, corporation, or other entity that is not a party in this action.

## **5. DESIGNATION OF INFORMATION AS CONFIDENTIAL**

Any Document, tangible item, or testimony which the Producing Party in good faith contends contains “Confidential” or “Attorneys’ Eyes Only” information may be designated by the Producing Party accordingly and, except as permitted by further order of a court of competent jurisdiction, or by subsequent written agreement of the Producing Party, such designated Documents or testimonial information shall be received by the Receiving Party under the terms and conditions of this Order. Documents or tangible items shall be designated as either “Confidential” or “Attorneys’ Eyes Only” as follows:

(a) In the case of Documents and the information contained therein, by placing on the Document the legend “Confidential” or “Attorneys’ Eyes Only,” as appropriate.

(b) In the case of interrogatory answers and the information contained therein, designation shall be made by placing in text prior to the answer the legend “Confidential” or “Attorneys’ Eyes Only,” and/or on each page containing the “Confidential” or “Attorneys’ Eyes Only” information, as appropriate.

(c) In the case of tangible items, designation shall be made, if practicable, by visibly marking or tagging the item “Confidential” or “Attorneys’ Eyes Only,” as appropriate, or, if not practicable, by placing the appropriate designation visibly on a file folder or container for the item.

(d) In the case of Electronic Material, the Producing Party may designate such material as “Confidential” or “Attorneys’ Eyes Only” by cover letter identifying such material and/or by affixing to such media a label with the appropriate legend. Whenever any party to whom Electronic Material designated as “Confidential” or “Attorneys’ Eyes Only” is produced reduces such material to hard-copy form, such party shall mark such hard-copy form with the

legend indicated in the cover letter by which the material was sent or in accordance with the label affixed to the media on which it was sent.

(e) In producing original files and records for inspection or large volumes and records for inspection, no marking need be made by the Producing Party in advance of the inspection. For the purposes of the inspection, all Documents produced shall be considered as marked “Attorneys’ Eyes Only.” Thereafter, upon selection of specified Documents for copying by the inspecting party, the Producing Party shall mark as “Confidential” or “Attorneys’ Eyes Only” the copies of such Documents that the Producing Party designates accordingly or, alternatively, provide a list of Documents designated as “Confidential” or “Attorneys’ Eyes Only” by Bates stamp number within five (5) business days after said specified Documents are identified to the Producing Party.

**6. TREATMENT OF CONFIDENTIAL AND ATTORNEYS’ EYES ONLY DOCUMENTS**

(a) Material designated as:

(1) “Confidential” may be disclosed only to the following persons:

i. Outside counsel of record in this action and staff and supporting personnel of such attorneys, such as paralegal assistants, secretarial, stenographic and clerical employees and contractors, and outside copying services, who are working on this litigation under the direction of such attorneys and to whom it is necessary that the materials be disclosed for purposes of this litigation.

ii. Persons who are expressly retained or sought to be retained by a party as consultants or testifying experts, such as accountants, statisticians, economists, industry or technical experts; provided that the disclosure of “Confidential” material to any persons

under this subparagraph shall only be to the extent necessary to perform their work on this litigation.

iii. Any other persons who are designated to receive “Confidential” material by order of this Court, after notice to the parties, or by written stipulation of the parties.

iv. The Court and Court personnel, including stenographic and videographic reporters.

v. The author(s), recipient(s), addressee(s), and person(s) copied with respect to the particular Confidential Information, and their counsel;

vi. Any mediator agreed upon by the parties, and such mediator’s employees and staff.

vii. A witness or potential witness in this proceeding who, but for this provision, would not otherwise be authorized to view the Confidential Information in question, provided that: (i) the disclosure is limited to that which is reasonably necessary to develop evidence in the course of this proceeding; (ii) the disclosure is made for the purpose of advancing the disclosing Party’s claims or defenses, and for no other purpose; (iii) Counsel for the disclosing Party endeavors in good faith to redact or handle the Confidential Information in such a manner as to disclose no more Confidential Information than is reasonably necessary in order to develop evidence; (iv) the witness or potential witness is not permitted to retain the Confidential Information after the witness or potential witness is questioned regarding the Confidential Information; (v) the witness or potential witness is explicitly informed that this Protective Order forbids him or her to disclose the Confidential Information except as otherwise permitted under this Protective Order and that he or she is subject to this Court’s jurisdiction for

the purposes of enforcing this Protective Order; and (vi) the witness or potential witness executed the Undertaking (attached hereto as *Exhibit A*) and set forth in Paragraph 5(c) herein.

viii. The parties to this action, solely for purposes of the prosecution or defense of this action and for no other purpose whatsoever. In the case of a corporation or other entity, the parties to this action include officers, directors, managing agents and employees of such entity whose advice and consultation is requested in connection with this proceeding and who are advised of the existence of this Protective Order and the restrictions of this paragraph.

(2) “Attorneys’ Eyes Only” may be disclosed only to the following persons:

i. Outside counsel of record in this action and staff and supporting personnel of such attorneys, such as paralegal assistants, secretarial, stenographic and clerical employees and contractors, and outside copying services, who are working on this litigation under the direction of such attorneys and to whom it is necessary that the materials be disclosed for purposes of this litigation.

ii. Persons who are expressly retained or sought to be retained by a party as consultants or testifying experts, such as accountants, statisticians, economists, industry or technical experts; provided that the disclosure of “Attorneys’ Eyes Only” material to any persons under this subparagraph shall only be to the extent necessary to perform their work on this litigation.

iii. Any other persons who are designated to receive “Attorneys’ Eyes Only” material by order of this Court, after notice to the parties, or by written stipulation of the parties.

iv. The Court and Court personnel, including stenographic and videographic reporters.

v. The author(s), recipient(s), addressee(s), and person(s) copied with respect to the particular “Attorney’s Eyes Only” Information, and their counsel.

vi. Any mediator agreed upon by the parties, and such mediator’s employees and staff.

vii. Material designated as “Attorneys’ Eyes Only” may not be disclosed to the parties to this action, which, in the case of a corporation or other entity, includes officers, directors, and managing agents of such entity. The parties may, however, designate no more than two inside counsel of the parties or their parent corporation(s) to whom “Attorneys’ Eyes Only” material may be disclosed, provided that such inside counsel’s advice and consultation is requested in connection with this proceeding and that such inside counsel does not reveal any such information to any other employee, officer, director or agent of any party or any person not covered in Paragraphs 5(a)(2)(v) above.

(b) The recipient of any “Confidential” or “Attorneys’ Eyes Only” material that is provided under this Order shall maintain such information in a manner intended to preserve, and shall use its best efforts to maintain, the confidentiality of such information, including but not limited to informing personnel in contact with such material that such material is confidential, is subject to a protective order, and that such material is not to be disclosed.

(c) Material designated as “Confidential” or “Attorneys’ Eyes Only” shall not be disclosed to any person described in Paragraphs 5(a)(1)(ii), (iii), and (vii) and 5(a)(2)(ii) and (iii) of this Order until such person has executed a declaration or declarations, as applicable,

in the form attached hereto as Exhibit A. The parties shall maintain a file of all such declarations for the duration of the litigation.

(d) Material designated as “Confidential” or “Attorneys’ Eyes Only” shall not be copied or reproduced for use in this matter except to the extent such copying or reproduction is reasonably appropriate to the conduct of this matter, and all such copies or reproductions shall be subject to the terms of this Order. If the duplication process by which copies or reproductions of “Confidential” or “Attorneys’ Eyes Only” material are made does not preserve the confidentiality designations that appear on the original Documents, all such copies or reproductions shall be stamped “Confidential” or “Attorneys’ Eyes Only,” as appropriate.

(e) To the extent that any party or counsel for any party creates, develops or otherwise establishes on any digital or analog machine-readable device, recording media, computer, disc, network, tape, file, database or program information that is designated “Confidential” or “Attorneys’ Eyes Only,” that party and/or its counsel must take all necessary steps to insure that access to such media is properly restricted to those persons who, by the terms of this Order, may have access to the information therein, and shall affix to any media containing confidential information a label with the appropriate legend.

## **7. DEPOSITION TESTIMONY**

(a) If, in the course of this proceeding, depositions are conducted that involve material designated as “Confidential” or “Attorneys’ Eyes Only,” counsel for the witness or party producing such information may state, on the record, the portion of the deposition which counsel believes may contain “Confidential” or “Attorneys’ Eyes Only” information. If such designation is made, that portion of the deposition will be taken with no one present except the court reporter and those persons who are authorized to have access to such

“Confidential” or “Attorneys’ Eyes Only” information, as the case may be, in accordance with this Order.

(b) Subject to the terms hereof, “Confidential” or “Attorneys’ Eyes Only” information may be used or disclosed by a Receiving Party in a deposition, to the extent that it in good faith believes such use is reasonably necessary, only at the deposition(s) of:

- (1) present or former directors or officers of the Producing Party;
- (2) present or former employees of the Producing Party who counsel reasonably believes should or need to see or review the “Confidential” or “Attorneys’ Eyes Only” information for purposes of the deposition;
- (3) an author, addressee, or other person indicated as a lawful recipient of a Document containing the information;
- (4) a person clearly identified in prior discovery or by the deponent in his or her deposition as an author or recipient of the information (without prior disclosure of the specific “Confidential” or “Attorneys’ Eyes Only” information). Prior to any disclosure under this subparagraph (iv), notice must be given to the Producing Party of the specific information so that it has a fair opportunity to object to the disclosure. Notice may be given at the time of the deposition. The parties agree to reasonably cooperate with one another, and if necessary to defer any such disclosure, to allow either party to initiate action, by motion or otherwise, with the Court. The Producing Party bears the burden of establishing confidentiality;
- (5) an independent advisor, consultant or expert otherwise qualified under this Order to receive such information; or
- (6) any person for whom authorization is obtained from the Producing Party or the Court.

(b) Each party shall have until thirty (30) days after receipt of the deposition transcript within which to inform the other parties to the action of the portions of the transcript (by specific page and line reference) that party believes should be designated as “Confidential” or “Attorneys’ Eyes Only.” The right to make such designation shall be waived unless made within the thirty (30) day period. Prior to such designation, or expiration of the thirty (30) day period, unless otherwise agreed, the entire deposition transcript shall be treated as “Attorneys’ Eyes Only” information except as the parties may otherwise agree. Transcripts of deposition testimony, or portions thereof, containing “Confidential” or “Attorneys’ Eyes Only” information shall be filed only if the Court permits them to be under seal as described in Paragraph 7 below, until further order of the Court.

#### **8. COURT FILINGS CONTAINING CONFIDENTIAL INFORMATION**

In accordance with Local Rule 5.10, the Party seeking to file any documents under seal must file a separate and specific motion for such protection, and the motion will only be granted for good cause shown and if consistent with Seventh Circuit case law regarding filing materials under seal. Counsel, where practicable, shall make reasonable efforts to redact Protected Information contained within Documents produced under this Protective Order that their client wishes to file with the Court, and shall file such redacted copies for the public record.

The Parties agree to the following procedure when filing documents under seal: (a) before a Designating Party files under seal any material it has designated Protected Information, its Counsel will perform a document-specific, good-faith examination of the materials to be filed under seal to ensure that they meet the legal and factual criteria for such treatment; (b) within ten (10) business days after the filing under seal by a party of any materials designated Protected Information by another Party, Counsel for the Designating Party will perform a document-

specific, good faith examination of the materials filed under seal to ensure that they meet the legal and factual criteria for continued maintenance under seal and will file either: (1) a request that the motion to file under seal be granted, outlining the basis for its request, or (ii) request with the Court that the filings be unsealed if the criteria for continued maintenance under seal are not met; and (c) if at any time during the pendency of this case, material being maintained by the Court under seal no longer meets the legal and factual criteria for continued maintenance under seal – because of the passage of time or some other development – the Designating Party will promptly file a request with the Court that the filings be unsealed.

The Parties agree to serve each other with any Documents they file under seal by electronic mail or, if impracticable due to the size of such documents, by hand delivery no later than the morning following the filing.

**9. OBLIGATIONS PRIOR TO DISCLOSURE OF CONFIDENTIAL INFORMATION**

Before disclosure of any information subject to this Order is made to any consultant or expert who is not an employee, officer, or director of the Receiving Party and who is retained by the Receiving Party to consult or testify in the case, each such consultant or expert shall read this Order and shall agree in writing, by executing the form Declaration attached Exhibit A to this Order, to be bound by the terms of this Order.

**10. DISCLOSURE OF CONFIDENTIAL INFORMATION PURSUANT TO SUBPOENA**

Whenever any person subject to this Order is requested by a subpoena, request for production of Documents, civil investigative demand, or other legal process, to disclose to persons or entities not parties to this action, any Documents, objects, things, or testimony designated by another party in this action as “Confidential” or “Attorneys’ Eyes Only,” such person, unless otherwise prohibited from doing so by law, shall as soon as reasonably practical

and prior to production, but in no event later than ten (10) business days after receipt of the request, notify the Producing Party (or its counsel of record) by overnight express mail or e-mail, of the existence and terms of such request. If a response to such request is due in less than ten (10) days, the notice shall be given orally and confirmed in writing sent by e-mail within two (2) business days after receipt of such request. Subject to a court order prohibiting disclosure or production, and/or any pending motions that the Producing Party may undertake to preclude the disclosure of such information, the person receiving such request shall be entitled to make disclosure or production only if required by law.

**11. CORRECTION OF INADVERTENT FAILURE TO DESIGNATE MATERIAL AS CONFIDENTIAL OR ATTORNEYS' EYES ONLY OR TO ASSERT AN APPLICABLE PRIVILEGE**

(a) The inadvertent failure by a Producing Party to designate a Document or tangible item as one containing "Confidential" or "Attorneys' Eyes Only" information shall not constitute a waiver of such Producing Party's right to seek protection under this Order. The Producing Party may designate the Document or tangible item as "Confidential" or "Attorneys' Eyes Only" within a reasonable period, but in no event more than 10 business days after becoming aware of, or being provided notice of, the inadvertent disclosure. Upon receipt of written notice from the Producing Party, the Receiving Party shall thereafter treat the disclosed information as "Confidential" or "Attorneys' Eyes Only," shall restrict the disclosure or use of such information to only those persons qualified to receive such information pursuant to this Order, and, if such information has previously been disclosed to persons not so qualified pursuant to this Order, shall take reasonable steps to obtain the return of all such previously disclosed information, and to advise such persons to treat the designated materials confidentially as though originally so designated.

(b) In the event a party inadvertently produces Documents or materials that are attorney-client privileged, work product, or subject to some other privilege or immunity, such production shall not effect a waiver of such privilege or immunity. In such event, the Producing Party, within ten business days of learning of such inadvertent production, shall notify all parties to whom the Documents or materials were produced of such inadvertent production and shall request the return of such Documents and materials. Within 10 days of the receipt of such notice and request, all Receiving Parties shall return to the Producing Party all copies of such Documents and materials, including any copies provided to a Third Party, and shall not retain a copy of any such Document or material. Nothing herein shall prevent a Receiving Party to subsequently challenge the Producing Party's claim of privilege, but all such Documents and materials must be promptly produced unless and until such a challenge is resolved in favor of the Receiving Party.

#### **12. INFORMATION NOT COVERED BY THIS ORDER**

The restrictions set forth in this Order do not apply to information which, before its production by the Producing Party, is in the possession of or otherwise known to the Receiving Party or is in the public domain, or which becomes part of the public domain other than by an act in violation of the terms of this Order. In addition, the restrictions set forth in this Order do not apply to information which is subsequently acquired by the Receiving Party by means other than discovery in this litigation.

#### **13. CONTESTING DESIGNATION OF CONFIDENTIALITY**

The Receiving Party may raise any challenge to the propriety of a designation of material as "Confidential" or "Attorneys' Eyes Only." Any such challenge may be made at any time and delay in doing so shall not preclude a subsequent attack on the propriety of the designation. If

the Receiving Party disagrees with the designation and marking by any Producing Party of any material as “Confidential” or “Attorneys’ Eyes Only,” then the Receiving Party shall note the objection in writing to counsel for the Producing Party. The parties then shall try to resolve any such dispute on an informal basis. If agreement cannot be reached between counsel, the Receiving Party may present the dispute to the Court by motion or otherwise. The Producing Party may respond to such motion within the time allowed by the applicable rules. In the resolution of such matter, the burden of establishing confidentiality shall be on the party who made the claim of confidentiality and information designated as “Confidential” or “Attorneys’ Eyes Only” shall be treated as such until the matter is resolved.

**14. NO LIMITATION OF OTHER RIGHTS**

This Order shall be without prejudice to the right of any party to oppose production of any information on any and all grounds other than confidentiality.

**15. RETURN OF CONFIDENTIAL INFORMATION**

(a) At the conclusion of this action, including any appeals, all information designated as “Confidential” and “Attorneys’ Eyes Only” furnished pursuant to this Order, and all copies thereof, shall be returned to the attorneys of record for the Producing Party, or, at the Producing Party’s option, destroyed by counsel for the Receiving Party. In the case where the latter option is used, within sixty (60) days of the conclusion of this action, counsel for the Receiving Party shall notify counsel for the Producing Party, in writing, that such destruction has taken place. The provisions of this Order, insofar as it restricts the disclosure, communication of, and use of, information designated as “Confidential” and “Attorneys Eyes Only” and produced hereunder, shall continue to be binding after the conclusion of this action.

(b) The “return or destruction” requirements shall also apply to Documents designated as “Confidential” or “Attorneys’ Eyes Only” in the possession of any person qualified under this Order to receive such Documents, with the exception of the Court, its staff and the Clerk of the Court.

(c) Notwithstanding the foregoing, each counsel may retain in his or her file one copy of all Documents filed with the Court in connection with this action, whether or not such Documents contain “Confidential” or “Attorneys’ Eyes Only” information.

#### **16. DISCOVERY FROM THIRD PARTIES**

If discovery is sought of a Third Party requiring disclosure of such Third Party’s “Confidential” or “Attorneys’ Eyes Only” information, the Third Party may obtain the protections of this Order as to said Third Party’s “Confidential” or “Attorneys’ Eyes Only” information simply by following the procedures set forth herein with respect to the designation of Documents, materials, or testimony provided. However, this Order itself cannot require a Third Party to abide by its terms and this Court does not have jurisdiction over Third Parties to enforce the provisions of this Order. A Third Party may agree to be bound by the terms of this Order by signing a Declaration in the form attached as Exhibit A to this Order.

#### **17. DURATION OF ORDER**

The confidentiality obligations imposed by this Order shall remain in effect unless otherwise expressly ordered by the Court. The Court’s jurisdiction, including jurisdiction to enforce the protective order, terminates upon final disposition of this case. However, after the termination of this action, a party may seek leave to reopen this case for the purpose of enforcing the provisions of this Order.

**18. MISCELLANEOUS**

(a) Any Producing Party shall be entitled to all remedies existing under law and equity in the event of any unauthorized disclosure of information designated as “Confidential” or “Attorneys’ Eyes Only,” or any other breach of this Order, by either a Receiving Party or any person to whom a Receiving Party has disclosed “Confidential” or “Attorneys’ Eyes Only” information in violation of this Order.

(b) The procedures established by this Order are intended to be cumulative and in addition to any party’s right to seek further or different protection from the Court regarding issues addressed herein. This Order is without prejudice to the right of any party to apply to the Court at any time for modification or exception to this Order.

(c) The parties in this action shall be entitled to rely upon and shall be bound by this Order when it has been signed by the parties or their counsel, whether or not this Order has been signed by the Court.

(d) This Order shall not be binding on judges, court personnel and members of the jury.

**IT IS SO ORDERED.**

Entered this 18th day of June, 2014.

/s/ Jonathan E. Hawley

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United States Magistrate Judge

Distribution to all counsel of record.

**EXHIBIT A**

IN THE UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF ILLINOIS  
ROCK ISLAND DIVISION

FIDLAR TECHNOLOGIES,

*Plaintiff,*

v.

LPS REAL ESTATE DATA SOLUTIONS,  
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Case No. 4:13-cv-4021  
Judge Sara Darrow  
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**DECLARATION PURSUANT TO AGREED PROTECTIVE ORDER AGAINST  
UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION**

I, \_\_\_\_\_, pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury under the laws of the United States of America that following:

My address and telephone number are \_\_\_\_\_  
\_\_\_\_\_.

I hereby acknowledge that that I have received, or may receive, information designed as “CONFIDENTIAL” and/or “ATTORNEYS’ EYES ONLY” under a PROTECTIVE ORDER of the Court in the above lawsuit, and I acknowledge such information is provided to me pursuant to the terms and restrictions of such PROTECTIVE ORDER.

I further state that I have (i) been given a copy of, and have read, the PROTECTIVE ORDER, (ii) I am familiar with the terms of the PROTECTIVE ORDER, (iii) I agree to comply with, and to be bound by, each of the terms thereof, and (iv) I agree to hold in confidence any information disclosed to me pursuant to the terms of the PROTECTIVE ORDER.

I understand I am to (i) retain all of the materials I receive that have been designated as “CONFIDENTIAL” and/or “ATTORNEYS’ EYES ONLY” in a secure and safe place in a manner consistent with this PROTECTIVE ORDER; and (ii) keep all such materials in my custody until I have completed my assigned duties, whereupon they and all copies thereof, are to be returned to the party who provided them to me.

I declare under penalty of perjury that the foregoing is true and correct.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_