

NO. _____

_____ FAMILY COURT
DIVISION _____

PETITIONER

v.

RESPONDENT

AGREED PROTECTIVE ORDER

UPON THE AGREEMENT OF THE PARTIES and the Court being otherwise sufficiently advised, IT IS HEREBY ORDERED that this Order shall govern discovery provided by any party to this action, and to third parties, to the extent applicable:

1. All documents produced, all responses to interrogatories, all disclosures in depositions, and all responses to requests for admissions, that contain confidential or proprietary information, including but not limited to documents and information concerning _____, any related entity, affiliate or partnership, or member or shareholder of any such entities, as well any other confidential financial reports, evaluations and other financial information and documentation, or such documents and information that the party producing or providing the information, in good faith, considers confidential under CR 26, all of which may be designated as confidential (herein “Confidential Information”) and may not be disclosed, without further order of this Court, directly or indirectly, to any person other than a Qualified Person. Disclosure to a Qualified Person shall be made only for the purpose of the prosecution or defense of the claims herein and for no other purpose except by further order of this Court.

2. A Qualified Person is defined as:

A. the named parties to this litigation;

B. counsel directly involved in this litigation on behalf of the named parties and the paralegals, secretaries and other staff persons employed by counsel;

C. experts or consultants retained by a party or their counsel in connection with this litigation;

D. the Court and its staff, as well as court reporters engaged in this matter;

E. persons whom counsel of record believe are likely to give testimony on matters relating to the Confidential Information or who are believed to possess information necessary for the prosecution or defense of this litigation, and

F. any other person, disclosure to whom is authorized in advance in writing by the parties hereto.

3. The producing Party shall designate “Confidential Information” as subject to this Order by clearly marking all such materials, and all copies thereof, with the word “Confidential.” In the case of multi-page documents, the word “Confidential” may be stamped on the first page of such documents that are deemed to contain Confidential Information. In the case of depositions, designation of a portion or all of the transcript (including exhibits) that contain Confidential Information shall be made by a statement to the effect on the record during the deposition, or with ten (10) business days after the transcript becomes available. Pending the expiration of such ten-day period, the transcript and exhibits shall be treated as Confidential Information in their entirety. If the designation is made during a deposition with regard to only a portion of the deposition, the reporter attending the deposition shall thereafter bind the transcript thereof in two separate portions containing the non-confidential material and the Confidential

Information, and the reporter shall affix the appropriate legend on the cover of the confidential portions of the transcript. If the designation is made after receipt of the transcript of the depositions, all parties shall be notified, in writing, of the pages that are to be treated as confidential. The parties may modify this procedure for any particular deposition through agreement of all parties attending the deposition, as reflected on the record of such deposition, without further order of the Court.

4. Any material containing Confidential Information covered by this Order when filed with the Court (including depositions) shall be filed in sealed envelopes, containers or boxes endorsed with the caption of this action and indicating the contents thereof, and bearing the following or substantially similar designation:

CONFIDENTIAL: THE ENCLOSED MATERIAL IS SUBJECT TO A PROTECTIVE ORDER OF THE _____ CIRCUIT COURT. THIS ENVELOPE, CONTAINER OR BOX MAY NOT BE OPENED WITHOUT COURT ORDER EXCEPT BY COUNSEL OF RECORD OR BY THE COURT AND ITS STAFF.

5. Confidential Information shall be used solely for the purpose of this litigation, including but not limited to any hearing held by the Court in this matter, and shall not be disclosed or communicated to anyone other than a Qualified Person. Each Qualified Person to whom disclosure is made of any information covered by this Order shall be informed of the terms of this Order prior to such disclosure being made and shall be bound by the terms of this Order.

6. The control of Confidential Information shall, at all times, be personally maintained by the attorneys for the parties and/or their designated employees, associates or agents.

7. After the matter is finally concluded and sufficient time has elapsed to bar any appeal from, or any attempt otherwise to set aside, any judgment rendered herein, counsel shall return all originals and copies of all documents, depositions and other material containing Confidential Information to the party who produced or provided the information and shall destroy all information derived therefrom, including notes, abstracts or summaries.

8. The fact a party has designated certain material as Confidential Information does not constitute a stipulation by any other party that such material is confidential. If a party at any time wishes to have a confidentiality designation removed from Confidential Information, that party shall make a written request to the producing party. If the producing party refuses, the requesting party may file a motion requesting an order removing restrictions.

9. Nothing in this Order shall be deemed a waiver of any applicable privilege, doctrine, immunity, confidentiality issue or other basis for or objection to the production or non-production, including without limitation the attorney-client privilege or the attorney work product doctrine or any objection thereto.

10. This Order shall be binding on the parties, their counsel, and their predecessors, parent companies, subsidiaries, affiliates, employees, agents, representatives, heirs, devisees, and assigns.

11. All Confidential Information and copies thereof shall be returned to the disclosing party at the time this Agreement expires, or earlier at the initiation of the receiving party, or upon the receiving party's receipt of a written request from the disclosing party for the return of such Confidential Information.

IT IS SO ORDERED this ____ day of _____, 2003.

JUDGE, _____ FAMILY COURT

HAVE SEEN AND AGREED:

Counsel for Petitioner

Counsel for Respondent