

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

KURIAN DAVID, et al,	*	CIVIL ACTION NO:
Plaintiffs	*	08-cv-01220
		*
v.	*	SECTION "A"
*		JUDGE ZAINY
SIGNAL INTERNATIONAL, LLC, et al,	*	
		*
Defendants	*	MAGISTRATE 3
		MAG. JUDGE KNOWLES

CONSENT PROTECTIVE ORDER

Pursuant to Magistrate Judge Knowles’ Order issued July 6, 2010 (Doc. # 747) and with the consent of the parties who jointly move, as indicated below, therefor, the Court enters the following Protective Order (“Protective Order” or “Order”):

1. This Protective Order applies only to certain documents produced pursuant to Magistrate Judge Knowles’ Order of July 6, 2010 (Doc # 747) . This Protective Order has no application to documents produced prior to July 6, 2010.

2. The documents that this Order applies to are those that were redacted and/or withheld by Signal, on the ground of proprietary or business confidential privilege, in the privilege logs it

provided in waves 10 – 19 of its document production spanning from August 20, 2009 to June 25, 2010, and that have been subsequently unredacted and produced.

3. To protect documents described in paragraph 2, and the confidential information therein from uncontrolled publication and dissemination, Signal may designate as “confidential” hereunder such documents. In so designating any document, Signal shall label said document with the words “Confidential,” “Proprietary,” “Subject to Protective Order” or other words to that effect.

4. Thereafter, the term, “Confidential Information,” in this Order shall refer to any document so designated and produced pursuant to this Order *and* to the information contained therein that Signal has unredacted or produced for the first time since Magistrate Judge Knowles’ Order of July 6, 2010.

5. Except as may otherwise be provided by further order of the Court or stipulation of the producing party, previously withheld documents produced by Signal pursuant to this Order bearing the aforesaid Confidential designation and/or portions of documents covered by Doc. # 747 un-redacted pursuant to this Order, as well as extracts and summaries thereof, shall be used for no purpose other than prosecuting or defending the above captioned action. Parties to this agreement further specifically affirm that they will not transmit, or cause to be transmitted, Confidential Information as defined herein to any media outlet worldwide.

6. This Protective Order governs only the production of information and documents identified as “confidential” hereunder.

7. Subject to the provisions of paragraphs 8 and 9 below, access and use of any Confidential Information as defined in Paragraph 1 above shall be limited to: (a) the Court, the Court's support staff and any Court-appointed mediators, arbitrators or expert witnesses; (b) the parties and their officers, employees and agents who are providing assistance to counsel in this action (including in-house counsel participating in the defense of this action); (c) the parties' attorneys of record and those attorneys' associates, paralegals, employees and vendors (hereinafter, collectively, "counsel"); (d) potential technical experts, potential expert witnesses and potential fact witnesses involved in the preparation of this action; (e) insurers or representatives of the parties; and (f) court reporters, their transcribers, assistants, and employees.

8. In producing documents marked confidential for inspection, no further marking need be made by the producing party in advance of the inspection. Thereafter, when the inspecting party selects such confidential documents for transmission to others, it shall exercise due diligence in endeavoring to ensure that all documents so transmitted are transmitted with the confidential designation provided for by this Order. Upon transmission of documents marked confidential, the transmitting party shall ensure that the receiving party has signed a document reflecting its agreement to abide by the terms of this Protective Order.

9. Inspecting parties or their counsel to whom confidential documents as described herein are produced who make copies of the said confidential documents for their expert and/or fact witnesses must first obtain the written agreement of each such person to be bound by the terms of this Protective Order. The requirement of obtaining such written agreement shall be satisfied by having each such person acknowledge and agree in writing to be bound by this Protective

Order. A file of all such written acknowledgments shall be maintained by inspecting parties or their counsel. By signing such written agreement and agreeing to be bound by this Protective Order, each such person submits himself or herself to the jurisdiction of this Court for purposes of enforcement of this Protective Order.

10. No person other than the persons described above in ¶ 7 shall have access to Confidential Information as herein described.

11. Individuals or entities permitted access to Confidential Information, including counsel, as herein defined, are hereby ordered not to show, convey or reproduce any information or documents so designated, or parts thereof, or copies thereof, or any matters or information contained therein, or any extracts or summaries thereof, to any individual or to any entity who is not expressly authorized to have access to said documents under the provisions of this Order without the prior, express, written consent of the party producing the document marked, "Confidential."

12. Each person given access to Confidential Information shall segregate such material, keep it secure, treat it as confidential, and take all reasonable actions necessary to preserve the confidentiality of the information and ensure that access is limited to the persons and for the uses authorized by this Protective Order.

13. If any party files with the Court a document designated as subject to the provisions of this Protective Order, or if any party submits to the Court a brief referring to any such document or any Confidential Information, the Clerk shall keep such document or information under seal and shall make it available only to the Court and persons authorized by the terms of this Protective

Order to have access thereto. The person filing any such Confidential Information shall be responsible for designating to the Clerk that the information is subject to this Protective Order and is to be kept under seal. At the conclusion of this case, including any appeals, such Confidential Information which has been filed with the Court under seal shall be returned, upon reasonable request, to the party which designated it as confidential.

14. If a deponent refuses to agree to the non-disclosure provisions of this Order, disclosure of Confidential Information during the deposition shall not constitute a waiver of confidentiality. Under such circumstances, the witness shall sign the original deposition transcript in the presence of the court reporter and no copy of the transcript or exhibits containing Confidential Information shall be given to the deponent.

15. Should any Confidential Information be inadvertently disclosed to any person not allowed access under the terms and provisions of this Order, then the disclosing party, promptly upon becoming aware of such disclosure, shall (a) identify such person to the producing party; (b) inform such person of all the provisions of this Order; (c) request that such person sign a document agreeing to be bound by the terms of this Order; and (d) use its best efforts to retrieve all Confidential Information that the person was not authorized to receive.

16. Counsel for any producing party shall have the right to exclude from depositions any person (other than a party, counsel, the deponent, the reporter and any videographer), who is not allowed access by this Order to Confidential Information. Such right to exclude shall be applicable only during those periods of examination or testimony discussing, disclosing or directed to Confidential Information.

17. Any party may challenge the propriety of the designation of a given document or information as Confidential Information. If any party elects to challenge the designation of confidentiality of any document or information pursuant to this Protective Order, the challenging party shall notify the producing party of its challenge in writing. Counsel shall comply with local rules pertaining to disputes relating to discovery. The producing party will either voluntarily remove the challenged designation or advise the challenging party that it will not remove the designation. If the parties cannot resolve such dispute among themselves, the challenging party or parties may then seek appropriate relief from the Court. If such a motion is made, the producing party shall have the burden to establish that the designation is proper. All documents, testimony or other materials designated by the producing party as Confidential Information, however, shall retain their status as confidential until such time as the Court enters an order otherwise. Parties to this Order consent to the application of Rule 37 of the Federal Rules of Civil Procedure in relation to discovery disputes related to this Order.

18. Nothing herein shall restrict a recipient, for use in connection with this action only, from making working copies, abstracts, digests and analyses of Confidential Information or from preparing documents for filing, disclosing such information. However, all such working copies, abstracts, digests, analyses and/or filings shall be deemed to have the same level of protection under the terms of this Order as the original discovery material. Further, nothing herein shall restrict an authorized recipient from converting or translating Confidential Information into electronic or machine-readable form for incorporation into a data retrieval system used in connection with this action, provided that use of and access to such converted information, in

whatever form stored or reproduced, shall be subject to the same terms and restrictions provided in this Order as is the original Confidential Information.

19. In the event any entity, person or party bound by this Order having possession, custody or control of any Confidential Information receives a subpoena, other process or court order to produce such Confidential Information in any case, proceeding or forum, such entity, person or party shall timely notify the attorneys of record of the producing party herein (or the producing party itself if not represented by counsel), and shall timely furnish such attorneys or party with a copy of said subpoena, other process or order. The producing party shall have the burden of opposing such subpoena, process or order if it wishes to prevent disclosure of the Confidential Information. The Confidential Information will be maintained and not disclosed until any final judgment by a court of competent jurisdiction, including appeals, on any motion to quash or for protective order that is filed.

20. The provisions of this Order shall govern discovery and all pre-trial, trial, and post-trial proceedings related to this action insofar as Confidential Information as herein described is concerned subject to further orders of the Court.

21. This Protective Order shall remain in effect after the conclusion of this case, and this Court shall retain concurrent jurisdiction to enforce the terms of this Protective Order.

22. This Order is entered for the purpose of facilitating the exchange of documents and other materials without involving the Court unnecessarily in the process. Nothing in this Order, nor the production of any document or other materials under the terms of this Order, nor any

proceedings pursuant to this Order shall be deemed to have the effect of a waiver of attorney-client or work product privilege by any party or third party.

23. Inspecting parties represent and certify that, at the conclusion of this case (including any appeals therefrom), all Confidential Information produced by Signal and subject to this Order, whether or not filed or identified as an exhibit in this proceeding, including all copies, extracts and summaries thereof, and any attorney work product containing Confidential Information, will be destroyed. One copy of the documents shall be maintained by the Signal.

24. Notwithstanding anything in this Protective Order, any party may make an application to this Court seeking leave to show Confidential Information to a third party.

Hello This is a Test

7/29/10
2/15/05


United States Magistrate Judge

So agreed as to substance and form:

Etc.