

Form 11

Protective Order Template

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
_____ DIVISION

Plaintiff,

v.

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Civil Action No. _____

Defendant.

PROTECTIVE ORDER

The Court **ORDERS** that the following restrictions and procedures apply to certain information, documents, and excerpts from documents that the Parties produce during the course of this action. This Protective Order is made under Rule 26(c) of the Federal Rules of Civil Procedure.

This Protective Order applies to any document, information, or other tangible or intangible thing (collectively, “documents”) furnished by a party to any other party, as well as documents furnished by non-parties who receive subpoenas in connection with this action, if and when the documents are designated by a party or non-party as Confidential Information in accordance with the terms of this Protective Order. This Protective Order also applies to copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information or data containing, reflecting, or disclosing all or parts of designated documents.

1. “Confidential Information” refers to private, secret, or restricted information of any party that, by its nature, must be maintained in confidence to protect

the interests of the party. Counsel for any party, or a *pro se* party, may designate any document, information contained in a document, information revealed in an interrogatory response, or information revealed during a deposition as Confidential Information where they have determined in good faith that such designation is necessary. The party making such designation must stamp the documents or information with “CONFIDENTIAL INFORMATION”.

2. Unless otherwise ordered by the Court or provided for in this Order, any party receiving Confidential Information:

- a. Must hold and maintain such information or document solely for use in connection with this action; and
- b. Must not disclose the information or document to any other person.

3. The parties must make a good faith effort to resolve any challenge to another party’s confidentiality designation. The challenging party may seek resolution by the Court only in the absence of agreement.

4. Information or documents designated as Confidential Information must not be disclosed to any person, except:

- a. The requesting party and counsel, including in-house counsel;
- b. Employees of such counsel assigned to and necessary to assist in the litigation;
- c. Consultants or experts retained by either party to the extent deemed necessary by retaining counsel;
- d. Any person from whom testimony is taken or is to be taken in this matter, but such a person may only be shown Confidential Information during and in preparation for testimony and may not retain the Confidential Information; and

- e. The Court, including any clerk, stenographer, or other person having access to Confidential Information by virtue of his or her position with the Court, and including the jury at trial.

5. Prior to disclosing or displaying Confidential Information to any persons identified in Paragraphs 4(a), (b), (c), and (d), counsel must:

- a. Inform the person of the confidential nature of the information and documents; and
- b. Inform the person that this Court has enjoined the use of the information or documents for any purpose other than this litigation and has enjoined the disclosure of that information or documents to any other person.

6. Prior to disclosing or displaying Confidential Information to any persons identified in Paragraphs 4(c) and (d), counsel must also obtain a signed agreement binding the person to this Order in the form attached as Exhibit A. The party desiring to disclose Confidential Information may seek appropriate relief from the Court in the event the person refuses to sign an agreement.

7. The disclosure of a document or information without designating it as Confidential Information shall not constitute a waiver of the right to later designate such document or information as Confidential Information provided that the producing party makes the designation no later than fourteen days after the close of discovery. Upon such designation, all parties must treat such document or information as Confidential Information. No producing party may hold a receiving party accountable for any use or disclosure prior to such designation.

8. Within thirty days after entry of a final judgment that is no longer subject to further appeal, each party must return all Confidential Information and any copies to

the producing party or provide certification of its destruction. Each parties' counsel may retain their working files on the condition that those files will remain confidential.

9. The foregoing is without prejudice to the right of any party to apply to the Court for an order to:

- a. Further protect Confidential Information;
- b. Seek protection regarding the production of documents or information;
- c. Compel production of documents or information; or
- d. Modify this Order.

10. Nothing in this Protective Order constitutes an admission by any party that Confidential Information disclosed in this case is relevant or admissible. Each party maintains its right to object to the use or admissibility of all Confidential Information pursuant to applicable laws and rules.

11. Any party may enforce this Order by motion to the Court. Any violation may result in the imposition of sanctions.

It is SO ORDERED.

Signed on _____.

DREW B. TIPTON
UNITED STATES DISTRICT JUDGE

EXHIBIT A

Counsel intends to disclose to me documents or information in connection with the matter entitled _____.

Counsel has informed me that a party has designated some of those documents or information as confidential. I understand that any of the documents or information labeled "Confidential Information" are confidential by Order of the Court.

I agree that I will not disclose to any other person any documents labeled **CONFIDENTIAL INFORMATION** or information contained in those documents. I also agree not to use those documents or information for any purpose other than this litigation.

Signed: _____

Dated: _____

Signed in the presence of:

Attorney: _____

Dated: _____