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DISTRICT OF UTAH

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DEPUTY CLERK

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IN THE UNITED STATES DISTRICT COURT

DISTRICT OF UTAH, CENTRAL DIVISION

DESERET GENERATION &
TRANSMISSION CO-OPERATIVE,

Plaintiff,

v.

PACIFICORP,

Defendants.

Case No. 2:10-cv-159-TC

STIPULATED PROTECTIVE ORDER

Judge Tena Campbell

Deseret Generation & Transmission Co-Operative (“Deseret”) and PacifiCorp (“PacifiCorp”) (individually a “Party” and collectively the “Parties”) jointly stipulate to entry by the Court of a Protective Order as set forth below pursuant to Rule 26(c) of the Federal Rules of Civil Procedure.

Based on the stipulation of the Parties to the entry of the following Protective Order, pursuant to Federal Rule of Civil Procedure 26(c), Federal Rule of Evidence, and for good cause shown,

IT IS HEREBY ORDERED THAT:

1. This Protective Order shall apply to all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this litigation and in the Court ordered arbitration between the Parties before the American Arbitration Association, titled *PacifiCorp vs. Deseret Generation & Transmission Co-Operative*, AAA Case: 77 198 00223 10 (the “Arbitration”), by any party or non-party (the “Producing Party”) to any other party (the “Receiving Party”) (all such information shall hereinafter be referred to as “Discovery Material”) and which are designated in accordance with the procedures set forth herein. This Protective Order shall also apply to all information, documents, and things derived from the Discovery Material, including, without limitation, copies, summaries, or abstracts. This Protective Order shall be binding on the parties to this action, and their successors, assigns, employees, consultants, and expert witnesses.

2. This Order does not address, limit, or determine the relevance, discoverability or admissibility of any “Discovery Material” designated under the terms of this Order. Nothing in

this Order limits or supersedes the parties' duties and obligations under the Federal Rules of Civil Procedure concerning discovery in this case.

3. This Order has no effect upon, and shall not apply to, a party's use or disclosure of its own confidential information for any purpose.

4. The term "Confidential Material," as used in this Order, shall refer to Discovery Material designated by the Producing Party as "Confidential," "Confidential—Privileged," or "Confidential—CII".

5. Pursuant to Federal Rule of Evidence 502(d), the disclosure of any privileged, immune, or otherwise protected or exempted Discovery Material in connection with the Arbitration and this litigation with or without an appropriate designation of confidentiality or privilege, shall not be deemed a waiver or impairment of any claim of privilege, immunity, and/or protection, including but not limited to, the attorney-client privilege and the work product protection, and shall not be deemed a waiver or impairment of the Confidential Material.

6. Any Discovery Material which, in the good faith belief of the Producing Party, contains any "Confidential" or "Confidential—Privileged" or "Confidential—CII" information, as defined below, may be designated as such as set forth below.

7. Discovery Material designated in the course of the Arbitration or this litigation as "Confidential" or "Confidential—Privileged" or "Confidential—CII" may be disclosed and made available only as follows:

(a) Discovery Material designated "Confidential" or "Confidential—Privileged" or "Confidential—CII" may be disclosed to Qualified Persons as that term is defined below and to others solely as set forth in this Order.

(b) Discovery Material designated “Confidential” or “Confidential—Privileged” or “Confidential—CII” and produced to the Receiving Party shall be used only for the purpose of (i) preparation for and trial of the Arbitration and this litigation, (ii) any appeal therefrom; (iii) settlement discussions and negotiations, or (iv) any form of alternative dispute resolution of the Arbitration or this litigation.

(c) Discovery Material designated “Confidential” or “Confidential—Privileged” or “Confidential—CII” and produced to the Receiving Party shall not be used, directly or indirectly, for any other purpose whatsoever, and shall not be disclosed to any person, corporation, partnership, joint venture, association, joint-stock company, limited liability company, trust, unincorporated organization, public service commission, governmental body or agency, or other entity (collectively “person”) except in accordance with the terms hereof.

8. Other than Court or Arbitration personnel, the recipient of any Confidential Material that is provided under this Order shall maintain such materials in a secure and safe area to which access is limited, or otherwise use available methods to restrict access to Qualified Persons only, shall exercise the same standard of due and proper care with respect to the storage, custody, use and/or dissemination of such information as is exercised by the recipient with respect to its own highly confidential proprietary information, and shall comply with all other applicable requirements of this Order. Confidential Material shall not be copied, reproduced, summarized or abstracted, except to the extent that such copying, reproduction, summarization or abstraction is (a) reasonably necessary for the conduct of the Arbitration or this litigation and (b) not otherwise prohibited under this Order. All such copies, reproductions, summaries and

abstractions shall be subject to the terms of the Order, and labeled in the same manner as the designated material on which they are based. Court and Arbitration personnel shall maintain such materials under seal as provided in the local rules and procedures of the United States District Court for the District of Utah and the AAA, as applicable.

9. Discovery Material designated as “Confidential CII” shall be protected by Qualified Persons consistent with the following requirements:

(a) “Confidential—CII” Discovery Material shall be protected at all times, either by appropriate storage or by having it under the personal observation and control of a person authorized to receive it. Each recipient of “Confidential—CII” Discovery Material is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it.

(b) Reasonable steps shall be taken to minimize the risks of access to “Confidential—CII” Discovery Material by unauthorized personnel. When not in use, “Confidential—CII” Discovery Material shall be secured in a secure container such as a locked desk, file cabinet or facility where security is provided, or by password-protected encryption.

(c) “Confidential—CII” Discovery Material may be reproduced to the minimum extent necessary, provided that the reproduced material is marked and protected in the same material as the original material.

(d) “Confidential—CII” Discovery Material should be disposed through secured shredding receptacles or other secured document destruction methods.

(e) “Confidential—CII” Discovery Material should be transmitted only by the following means:

- (i) Hand delivery;
- (ii) United States first class, express, certified or registered mail, bonded courier, or through secure electronic means;
- (iii) E-mail with encrypted file (such as, WinZip with password). The password should not be included in the email, but should be delivered by phone.

DEFINITIONS

10. “Confidential” shall refer to Discovery Material that is not available to the general public, including Discovery Material that the Producing Party has treated as confidential in the ordinary course of business and Discovery Material that the Producing Party believes in good faith must be held confidential to protect business or commercial interests.

11. “Confidential—Privileged” shall refer to Discovery Material that contains attorney-client communications or attorney work product or communications related to any investigation, litigation, or enforcement proceedings brought by the U.S. Environmental Protection Agency or any state agency.

12. “Confidential—CII” shall refer to information not customarily in the public domain and related to the security of critical infrastructure or protected systems.

13. “Confidential,” “Confidential—Privileged,” and “Confidential—CII” shall not include any information that is in the public domain at the time of disclosure (excluding such Discovery Material that is part of a compilation of information that is not in the public domain at the time of disclosure) or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order.

14. With respect to Confidential Material, “Qualified Persons” means:

(a) Outside counsel for the parties and employees and support staff in those law firms whose functions require access to materials protected by this Order;

(b) In-house counsel for the parties, the parties’ parent corporations, and their support staff whose functions require access to materials protected by this Order;

(c) Officers, directors, and employees of each the Producing Party and the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have executed Exhibit A;

(d) Court and Arbitration personnel and staff;

(e) Court reporters and their staff, and photocopy, document imaging, and database services personnel and their staff;

(f) Professional trial consultants, mock jurors, and graphics or design services personnel retained by counsel to assist with litigation or Arbitration preparation or presentation, who have executed Exhibit A;

(g) Any independent expert or consultant of the Receiving Party to whom disclosure is reasonably necessary to assist in the Arbitration or this litigation who have executed Exhibit A;

(h) Any other person who is designated as a Qualified Person by order of this Court after notice to all parties, or by stipulation of all parties hereto, who have executed Exhibit A; and

(i) Any other person whom the Producing Party agrees in writing may be provided with materials protected by this Order, provided that such person executes Exhibit A hereto before receiving the materials.

DESIGNATION

15. Confidential Material shall be designated in the following manner by the Producing Party:

(a) In the case of Discovery Material, by legibly affixing the appropriate legend “Confidential” or “Confidential—Privileged” or “Confidential—CII” to each page containing confidential information.

(b) Magnetic or Optical Media Documents: Where documents or information are produced in a magnetic or optical medium (such as a hard drive, CD, or DVD), the documents or information or the medium shall be marked with the appropriate designation “Confidential” or “Confidential—Privileged” or “Confidential—CII.”

(c) Physical Inspections: All documents made available by the Producing Party for physical inspection (rather than photocopied and produced to the Receiving Party) shall be considered as marked “Confidential—Privileged” during the inspection. Thereafter, upon selection of specified documents for copying by the Receiving Party, the Producing Party shall make confidentiality designations as set forth in this Order on the copies of such documents at the time the copies are produced to the Receiving Party.

(d) Depositions: Deposition testimony shall be designated as “Confidential” or “Confidential—Privileged” or “Confidential—CII” as appropriate, by indication on the record at the deposition that the testimony is subject to the appropriate designation and is

subject to the provision of this Order. When information is designated on the record as falling within the scope of this Order, the court reporter shall, to the extent possible, place such testimony in separately bound volumes of the transcript with a cover page that clearly labels the transcript with the appropriate designation. The main transcript volume shall make note of the pages that have been placed in separately bound confidential volumes. The pages containing such designated testimony in separately bound volumes shall have the pages numbered as if those pages were in the main volume of the transcript.

If a designation is not made on the record during the deposition, a designation may be made by notifying all parties in writing within thirty (30) days of receipt of the transcript, of the specific pages and lines of the transcript that should be appropriately designated, and treated thereafter as “Confidential” or “Confidential—Privileged” or “Confidential—CII” information. Each party shall thereafter place a notice on the face of the transcript, and each copy thereof in its possession, custody or control, identifying the designated portions of the transcript. All transcripts shall be treated as “Confidential” for a period of thirty (30) days after the receipt of the transcript.

(e) Physical Exhibits: The confidential status of physical exhibits shall be indicated by placing a label on said physical exhibits marked with the appropriate notice.

(f) Third-Party Materials: Any third party from which materials are sought in connection with the Arbitration or this litigation should be provided with a copy of this Protective Order and notified of the opportunity to designate materials under it. If material furnished by a third-party is not already designated under this Protective Order,

it shall be treated as “Confidential” by each Receiving Party for a period of ten (10) business days from the date of production. At any time before the tenth (10th) business day from the date of production, the third-party or any party to the Arbitration or this litigation may designate third-party material pursuant to this Protective Order. A party who designates third-party material must promptly notify in writing all other parties to the Arbitration or this litigation of such designation and must include a copy of the third-party material, properly marked with such notification. Once third-party material has been specifically designated under this Order, the remaining provisions of this Protective Order shall apply. If third-party material has not been specifically designated by the third-party, or by a party within the ten (10) day period, the third-party material will lose its temporary “Confidential” designation and will have no confidentiality designation.

16. The designation legend “Confidential—CII” includes Discovery Material designated with the mark of “CII” or “Critical Infrastructure Information” or “Confidential—Critical Infrastructure Information” or any other similar designation indicating that the Discovery Material is critical infrastructure information.

CHALLENGES TO DESIGNATIONS

17. If a Receiving Party believes that Confidential Material is improperly designated, including because the Receiving Party believes the Discovery Material was in the public domain when produced or subsequently became part of the public domain, the Receiving Party may challenge the designation as set forth herein.

18. Timing of Challenges: At any time after the receipt of any Confidential Materials counsel for the Receiving Party may challenge the designation by providing written notice of

such challenge to counsel for the Producing Party. Said notice shall clearly identify the Discovery Material, Transcript, or portions thereof, that the Receiving Party claims should not be afforded the specified confidential treatment and the reasons supporting the Receiving Party's claim.

19. Meet and Confer: After such notice is made, the parties shall confer and in good faith attempt to resolve their differences. In conferring, the Receiving Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Producing Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation. The Receiving Party may seek judicial intervention, as set forth below, only if it has engaged in this meet and confer process first or establishes that the Producing Party is unwilling to participate in the meet and confer process in a timely manner.

20. Judicial Intervention: If the parties are unable to agree as to whether the confidential designation is appropriate, counsel for the Receiving Party may move the Court for appropriate relief. The party asserting that the information is not confidential because it was in the public domain when produced or has since come into the public domain shall have the burden of making a prima facie showing in support of its assertion. The Producing Party shall have the burden of establishing that any Discovery Material or Transcript in dispute is entitled to protection from unrestricted disclosure and to such designation. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Receiving Party to sanctions. All Discovery Materials and Transcripts that a party designates as "Confidential" or "Confidential—Privileged" or

“Confidential—CII” shall be accorded such status pursuant to the terms of this Protective Order until and unless the parties formally agree in writing to the contrary, or a determination is made by the Court as to the confidential status.

CONFIDENTIAL INFORMATION DEPOSITIONS

21. If, during the course of a deposition taken in the Arbitration or this litigation, any questions are to be asked or any answers are to be given regarding Confidential Material, then only Qualified Persons (and the deponent’s counsel, in the case of a separately represented nonparty) shall be allowed to be present during such portion of the deposition. It shall be the obligation of the Producing Party to invoke this provision.

22. A deponent may be shown during the deposition, and examined about, Confidential Material designated by the Producing Party under this Protective Order if, and only if: (i) counsel for the Producing Party grants its assent; or (ii) the deponent already has knowledge of the protected information contained therein; or (iii) the deponent is a Qualified Person; or (iv) if a party noticing a deposition has, at least twenty-one (21) days before the scheduled deposition, provided to the Producing Party notice of its intent to show Confidential Material to a person not falling under (ii) or (iii) of this sub-section, including notice of the specific material that the party intends to show, and the Producing Party does not object in writing within seven (7) days of receipt of such notice. The Producing Party’s written objection must provide the Producing Party’s detailed, substantive grounds for objecting to the disclosure of the information. If a timely written objection is made to the proposed disclosure described in (iv), the parties shall promptly meet and confer on the matter and in this conference the party noticing the deposition shall provide reasonable information about the identity of the deponent.

If the parties are unable to resolve the issue, then the Receiving Party may file a motion with the Court seeking a ruling on the Producing Party's objection. The Producing Party shall have the burden of establishing good cause to support its objection to disclosure of the identified Confidential Material and shall file any memorandum in support of its objection to the disclosure of the Confidential Material within four (4) days of the filing of the Receiving Party's motion seeking the Court's ruling. The Receiving Party shall file any reply memorandum within two (2) business days of the filing of the Producing Party's memorandum. Both parties agree to request and support expedited review of any motion filed pursuant to this Paragraph. The Court's ruling on the objection shall determine the issue of whether or not the Receiving Party may disclose the Confidential Material to the deposition witness.

Notwithstanding the foregoing, the Producing Party's Confidential Material may be shown to the Rule 30(b)(6) witness(es) or other employee witness(es) of that Producing Party and its parent company regardless of whether that witness has previously signed Exhibit A.

23. A deponent who is not a party or a representative of a party (or a party's parent company) may be furnished a copy of this Order at the time of service of the notice of deposition or subpoena pursuant to which the deponent is to appear before being asked to produce potentially confidential documents.

THIRD PARTY CONFIDENTIAL DOCUMENTS

24. During the course of the Arbitration or this litigation, a party may be requested to produce to another party material subject to a contractual or other obligation owed to a non-party not to produce documents or information requested in discovery that belongs to such non-party. The party subject to such contractual or other obligation of confidentiality shall promptly contact

the non-party to determine whether such non-party is willing to waive such contractual or other obligation and permit disclosure of the confidential document or information under the terms of this Protective Order, and shall inform the non-party of the contents of this Protective Order and specifically of this paragraph. If the non-party consents to the disclosure of the subject material to the requesting party, the documents shall be timely produced in accordance with this Order. If the non-party does not consent to waive the contractual or other obligation not to disclose the confidential document or information under the terms of this Protective Order, the party subject to such contractual or other obligation shall promptly notify the requesting party in the Arbitration or this litigation in writing of that non-party's refusal to consent, including an identification of the refusing party and delivery of a copy of the contractual or other obligation which prohibits disclosure. The non-party shall be sent a copy of such notice, and the notice to the demanding party and non-party shall be sent via e-mail, fax, or overnight mail. If the party or non-party desires to protect the contested document or information from disclosure, it shall move the Court for a protective order no later than seven (7) days before the date that the party's response to the request for discovery is due. The parties can agree to modify this timeline without further Court order.

FILING UNDER SEAL

25. All documents of any nature, including briefs, containing information that is Confidential Material and which are filed with the Court, may be filed under seal in compliance with the Rules of Practice for the U.S. District Court, District of Utah, Rule 5-2. The parties are not required to file additional Motions to Seal Documents, and sealed filings of Confidential Material in this case are hereby authorized without necessity of further motion or leave of Court.

There shall be, attached to the Confidential Material filed under seal, a cover sheet including the caption of the case, the signature of counsel of record for the party filing the document, and the following title: **FILED UNDER SEAL.**” Any documents filed under seal as provided in this paragraph shall be disclosed by the clerk only to counsel of record without further order of the Court. This does not limit other access to such documents as otherwise provided in the applicable Protective Order.

USE OF CONFIDENTIAL MATERIAL AT HEARING OR AT TRIAL

26. Subject to the Federal Rules of Civil Procedure, the Federal Rules of Evidence, and the Local Rules of this Court, Discovery Material designated under this Protective Order may be offered in evidence in this litigation and in Arbitration. Any party to the this litigation and the Arbitration or third party may move the Court for an order that documents or information designated as Confidential Material be received in camera or under such other conditions as are necessary to prevent inappropriate disclosure. If such a motion is made, the Court will determine whether the proffered evidence should be protected under this Protective Order and, if so, what protection, if any, may be afforded to such information at the hearing or trial.

SUBPOENA BY THIRD PARTY, OTHER COURTS OR AGENCIES

27. If a third party, another court, arbitrator, or an administrative agency subpoenas or orders production of documents or information designated for protection under this Protective Order which a party to the Arbitration or this litigation has obtained under the terms of this Order, such party shall, within five business days, notify the Producing Party of the pendency of such subpoena or order.

INADVERTENT PRODUCTION AND DISCLOSURE

28. A Producing Party that inadvertently produces Discovery Material without designation as Confidential Material under this Protective Order may retroactively so designate the Discovery Material, within ten (10) days from when the failure to designate first becomes known to the Producing Party, by notifying the Receiving Party. Notification shall be in writing to the Receiving Party, identifying the Discovery Material by Bates-number(s) and date of production and by sending replacement documents with the appropriate designation to a Receiving Party. Notification shall be provided reasonably promptly after the Producing Party first realizes that the Discovery Material was produced without a designation. The Discovery Material designated through the notification procedure set forth immediately above shall be deemed Confidential Material retroactively to the date of production. If, in the interim between production and notification, the subject materials have been provided to persons other than Qualified Persons, the Receiving Party shall reasonably promptly notify the Producing Party as to which materials have been disclosed, and comply with the provisions for inadvertent disclosure as set forth below.

29. In the event of inadvertent disclosure of Confidential Material to a person that is not a Qualified Person, the party that inadvertently discloses such information or that is in a position to prevent, address or otherwise remedy the inadvertent disclosure, shall promptly take all practical steps to retrieve the Confidential Material and prevent its further disclosure. The party that inadvertently disclosed such information shall also promptly notify the party who designated the Confidential Material of the inadvertent disclosure and the steps being taken to rectify the disclosure.

30. A party's inadvertent production of Discovery Material in the Arbitration or this litigation for another party's inspection or copying shall not in itself be deemed to waive any claim of attorney-client communication privilege or work-product protection that might exist with respect to such Discovery Material or other documents or communications, written or oral, including, without limitation, other communications referred to in the Discovery Material produced. **Furthermore, a party's production shall not be deemed a waiver of any party's right to object for any reason to the admission of any document or thing into evidence, nor shall the production be deemed an admission of its admissibility.** Nothing in this paragraph shall prejudice the right of any party to seek discovery of communications, documents and things as to which a claim of attorney-client communication privilege or work-product protection has been made. Upon discovery of the inadvertent protection of privileged Discovery Material, the producing party should promptly notify all parties that have received such Discovery Material. Upon notification, the receiving parties shall either promptly return or destroy the specified Discovery Material and all copies thereof.

RETURN OF CONFIDENTIAL MATERIAL AFTER TERMINATION

31. After termination of the Arbitration and this litigation, including any appeals, the provisions of this Order shall continue to be binding, except with respect to those documents and information that become a matter of public record. This Court retains and shall have jurisdiction over the Parties and recipients of the Confidential Material for enforcement of the provisions of this Order following termination of the Arbitration and this litigation.

32. Within sixty (60) days after termination of the Arbitration and this litigation, or within sixty (60) days after a final judgment in this litigation or the Arbitration becomes non-

appealable, whichever comes later, each Receiving Party shall return to each Producing Party all Confidential Material provided by that Producing Party and all copies thereof, except that outside counsel for each party may retain one (1) copy of all Confidential Material to be kept in accordance with this Order. Alternatively, the parties and their respective counsel may agree in writing on appropriate alternative methods for the destruction of such documents.

OTHER PROCEEDINGS

33. Pursuant to Federal Rule of Evidence 502(f), the protections against waiver provided in this Order extend to State proceedings and to Federal court-annexed and Federal court-mandated arbitration proceedings, particularly the Arbitration titled *PacifiCorp vs. Deseret Generation & Transmission Co-Operative*, AAA Case: 77 198 00223 10 (“Arbitration Proceedings”), in the circumstances set out in the rule. The parties hereby stipulate that discovery conducted in either this federal docket or the Arbitration Proceeding will be considered also conducted in the other proceeding, and may be used in either such proceeding, if relevant and admissible. The parties further stipulate that disputes regarding confidential information that arise in the context of the Arbitration Proceeding shall be resolved in this federal docket pursuant to this Protective Order. All other discovery disputes shall be resolved in the proceeding in which the dispute arises and the Court and the Arbitrator shall retain all other powers to permit or compel discovery as it deems appropriate. Any person or party subject to this order who becomes subject to a motion to disclose another party’s information designated as Confidential Material under this Protective Order shall promptly notify that party of the motion so that the party may have an opportunity to appear and to be heard on whether that information should be disclosed.

GENERAL ADVICE AND DISCLOSURE BY COUNSEL

34. Nothing in this Protective Order shall bar or otherwise restrict any attorney from rendering advice to his or her client with respect to the Arbitration or this litigation and, in the course of rendering advice, referring to or relying generally on the examination of Confidential Material produced or exchanged; provided however, that in rendering such advice and in otherwise communicating with his or her client, the attorney shall not disclose the contents of any Confidential Material produced by another Party if that disclosure would be contrary to the terms of this Protective Order.

DUTY TO COMPLY WITH PROTECTIVE ORDER

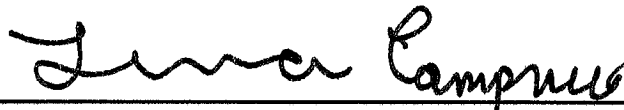
35. Any party designating any person as a Qualified Person shall have the duty to reasonably ensure that such person observes the terms of this Protective Order and, upon a judicial finding of good cause, may be held responsible upon breach of such duty for the failure of any such person to observe the terms of this Protective Order.

36. Unless otherwise agreed to in writing by the parties or ordered by the Court, all proceedings involving or relating to documents or any other information shall be subject to the provisions of this Protective Order.

37. The parties may, by stipulation, provide for exceptions to this Protective Order, and any party may seek an order of this Court modifying this Protective Order.

SO ORDERED.

ENTERED this 12 day of Nov, 2010.



JUDGE TENA CAMPBELL
UNITED STATES DISTRICT JUDGE

Agreed to and Accepted by:

/s/ Phillip J. Russell* Date: November 11, 2010
Gary A. Dodge
Phillip J. Russell
HATCH, JAMES & DODGE, PC
Attorneys for Deseret Generation & Transmission Co-Operative

/s/ Philip D. Dracht Date: November 11, 2010
P. Bruce Badger
Philip D. Dracht
Clint R. Hansen
FABIAN & CLANDENIN
Attorneys for PacifiCorp

*Electronic signature filed with permission of counsel

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

DESERET GENERATION &
TRANSMISSION CO-OPERATIVE,

Plaintiff,

v.

PACIFICORP,

Defendants.

Case No. 2:10-cv-159-TC

**AGREEMENT TO BE BOUND BY THE
STIPULATED PROTECTIVE ORDER**

Judge Tena Campbell

COUNTY OF _____)

:ss.

STATE OF _____)

I, _____, having been duly sworn, deposes and says:

1. I have read and understand the Stipulated Protective Order (the “Order”) entered in the above-captioned action.

2. I agree (a) to be bound by the terms and conditions set forth in the Order; (b) not to reveal to anyone, other than to persons listed in Section 10 of the Order, any documents, things, or information designated under the Order as “Confidential” or “Confidential—Privileged” or “Confidential—CII”; and (c) to utilize such documents, things and information solely for purposes of and in connection with the Arbitration and this litigation.

3. In addition, I hereby consent to the jurisdiction of the above-identified Court for purposes of enforcing the Order. I agree that a willful violation of any material term of the Order may be punishable as contempt of Court.

4. As soon as practical, but no later than thirty (30) days after final adjudication of this case, I shall return to counsel who provided me with such material, all Confidential Material designated under this Protective Order, including, but not limited to, my notes, summaries, or other written materials which I may have prepared based on the Confidential Material that was provided to me.

Residence Address _____

Business Address _____

Employer _____

Title/Job Description _____

FURTHER Affiant sayeth not.

Dated Printed Name Signature

SUBSCRIBED AND SWORN to and before me this ____ day of _____, 201_.