

[SAMPLE]

PROTECTIVE ORDER

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON**

IN THE MATTER OF GRAND JURY
SUBPOENA DUCES TECUM
ISSUED [DATE]

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Misc. Case No.
(UNDER SEAL)

STIPULATED PROTECTIVE ORDER

The United States and [the Company], have consented to the entry of this Protective Order so as to protect and preserve certain trade secret and confidential and proprietary information, as required by 18 U.S.C. § 1905, that may be produced or revealed by [the Company] (or its employees) pursuant to a grand jury subpoena (the “Confidential Information”).

IT IS HEREBY ORDERED that the following provisions shall govern the handling of the Confidential Information and documents in this investigation and any subsequent litigation:

1. Counsel of record for [the Company] may designate as confidential any information (regardless of form) comprising, memorializing or relating to any Confidential Information produced by [the Company] (or its employees) in response to a grand jury subpoena. As used herein, the term “Confidential Information” is limited to the following: (a) trade secrets; (b) proprietary information; (c) management techniques, and (d) financial information. Such Confidential Information may be designated by [the Company] as Confidential in writing, or orally if the evidence is sought or given as part of grand jury testimony or other formal judicial proceeding. Confidential Information shall refer to all such designated information, whether revealed in a document, in an answer to a grand jury question, or otherwise.

2. All Confidential Information (regardless of form) produced or revealed shall be used by the government only for the limited purpose of the conduct of this investigation and the prosecution of any criminal charges arising out of this investigation and may not be used by the government or its attorneys or agents for any other purpose or furnished to anyone else for any other purpose. Moreover, nothing herein is nor shall it be construed as a waiver to oppose production of any information on any other basis.

3. Information designated as Confidential shall be identified as such by the word “Trade Secret Confidential” or “Subject to Protective Order.” Such word or words shall be placed on or affixed to each document and page thereof that contains confidential information. Testimony given at a grand jury or other judicial proceeding may be designated as Confidential by an appropriate statement at the time of the giving of such testimony. Information not initially designated as Confidential may be so designated later in writing.

4. Confidential Information and any notes, summaries, memoranda, exhibits, or other documents that include or describe Confidential Information, shall be retained by counsel for the parties and, except for the persons described as follows, shall not be disclosed to any person:

- a. The Court and its staff assigned to this case;
- b. Outside counsel (including counsel for individual employees of [the Company]), their partners, associates, legal assistants, and staff involved in this investigation or the prosecution of criminal charges arising out of this litigation;
- c. In-house counsel;
- d. Independent experts retained in connection with this investigation or the prosecution of criminal charges arising out of this litigation;
- e. Potential witnesses in this investigation or the prosecution of criminal charges arising out of this litigation; and
- f. Law enforcement officials designated to investigate this investigation or the prosecution of criminal charges arising out of this litigation.

Under no circumstances shall such Confidential Information be used for any purpose other than in this investigation or the prosecution of criminal charges arising out of this investigation absent

an Order from this Court. Persons to whom access to Confidential Information is given pursuant to this Order shall keep such information and any copies, abstracts, or summaries thereof secure in accordance with the purposes and intent of this Order.

5. Prior to the disclosure of Confidential Information to any person pursuant to paragraph 3 of this Order, that person shall first receive and read a copy of this Order and agree to be bound by its terms. The government shall maintain a list of all persons to whom Confidential Information is disclosed. Also, the government shall notify all persons listed in paragraph 3 of this Order of Confidential Information disclosed to them that is covered by this Order.

6. All exhibits or other materials filed in this matter that contain designated Confidential Information and all portions of all pleadings, motions, briefs, memoranda, or other documents filed in this matter purporting to reproduce or paraphrase Confidential Information, shall be filed in sealed envelopes or other appropriate sealed containers on which shall be endorsed the title of this action, an indication of the nature of the contents of such sealed envelope or other container, the words “CONFIDENTIAL—PROTECTIVE ORDER,” and a statement substantially in the following form:

This envelope contains information that has been designated as CONFIDENTIAL. It is not to be opened and its contents are not to be disclosed to any person other than the Court and its staff except by order of the Court, or upon stipulation of the parties.

7. If the government disagrees with [the Company]’s designation of any information as Confidential, the information shall be kept confidential unless the government moves for relief from this Order with respect to such information and the Court grants such relief. The government reserves the right to challenge [the Company]’s designation of any documents or information as “Confidential.”

8. After the final termination of this action and unless the parties agree otherwise, the government shall, within 30 days of receipt of a written request from [the Company]:

a. assemble and make available for return to [the Company] all materials and documents produced, revealed, or seized containing Confidential Information, as well as any copies thereof; and keep confidential, in accordance with this Agreement, every portion of other materials, memoranda or documents purporting to reproduce or paraphrase Confidential Information produced, revealed, or seized; or

b. destroy all materials and documents produced, revealed, or seized containing Confidential Information, including, but not limited to, every portion of other materials, memoranda or documents purporting to reproduce or paraphrase Confidential Information; and

c. disclose the identity of any person to whom disclosure of Confidential Information was made; and

d. certify in writing that the above-listed procedures have been followed and completed.

9. Disclosure of any Confidential Information in any court proceeding shall 'riot cause a loss of status as Confidential Information, and the parties shall take all reasonable steps to protect against subsequent disclosures. Moreover, disclosure of Confidential Information by [the Company] to a third party in the operation of its business shall not cause Confidential Information to lose its protection under this Order.

CONSENTED TO:

Assistant United States Attorney
U.S. Attorney's Office for the
District of Oregon

Attorneys for the United States

Angeli Law Group LLC
121 SW Morrison Street, Suite 400
Portland, OR 97204

Attorneys for [the Company]

ORDER

It is so ORDERED.

Done and dated this ____ day of _____, 2011.

BY THE COURT:

United States District Court Judge