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CENTRAL DISTRICT OF CALIFORNIA  
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U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIF.  
SAN FRANCISCO

Submitting counsel on signature page

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

ECHOSTAR SATELLITE CORPORATION, et al.

Plaintiffs,

v.

NDS GROUP PLC, NDS AMERICAS, INC., et al.,

Defendants.

No. SA CV 03-950 DOC(ANx)

STIPULATED PROTECTIVE ORDER

**"BY FAX"**

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1 It is stipulated and agreed by and between counsel for the parties that the  
2 terms and conditions of this Stipulated Protective Order shall govern the handling  
3 of documents, answers to interrogatories, depositions, pleadings, exhibits, and all  
4 other information exchanged by the parties in this action.

5 It is ORDERED as follows:

6 1. This Order shall govern:

7 (a) all testimony at depositions, pre-trial hearings, and at trial;

8 (b) all documents, information, materials or things produced by any  
9 party in response to discovery requests and subpoenas, under the Federal Rules of  
10 Civil Procedure, or otherwise;

11 (c) all copies, abstracts, excerpts, analyses, summaries, or other  
12 materials (written, electronic, or in other form) that contain, reflect, or disclose  
13 information contained in such testimony, documents, or other materials.

14 The items listed in (a)-(c) above shall be referred to as "Discovery  
15 Materials."

16 2. Any party to this litigation shall have the right to designate Discovery  
17 Materials as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" pursuant to the  
18 terms of this Protective Order. Discovery Materials designated CONFIDENTIAL  
19 or HIGHLY CONFIDENTIAL will be referred to as "Designated Materials." Any  
20 non-party producing documents pursuant to a subpoena or otherwise may designate  
21 Discovery Materials pursuant to this Protective Order only if an authorized  
22 representative of the producing non-party executes a written acknowledgment,  
23 substantially in the form of Exhibit 1 annexed to the Protective Order, that the non-  
24 party has reviewed a copy of the Protective Order, will comply with its terms, and  
25 will submit to the jurisdiction of this Court for adjudication of any dispute  
26 regarding that non-party's designations under the Protective Order. All  
27 designations must be made in good faith and on reasonable belief that the  
28 designation accurately reflects the definition of CONFIDENTIAL or HIGHLY

1 CONFIDENTIAL materials.

2 (a) Materials marked "CONFIDENTIAL" shall be those Discovery  
3 Materials, including any document, file, portion of file, transcribed testimony or  
4 other material that the Designating Party in good faith reasonably believes to  
5 comprise non-public, proprietary or confidential information of the Designating  
6 Party.

7 (b) Subject to the provisions of paragraph 17, *infra*, materials  
8 marked "HIGHLY CONFIDENTIAL" shall be those Discovery Materials,  
9 including any document, file, portion of file, transcribed testimony or other material  
10 that the party making the designation (the "Designating Party") in good faith  
11 reasonably believes to comprise trade secrets, or other competitively sensitive  
12 confidential information, research, development, financial or other commercial  
13 information of the Designating Party that requires heightened protection.  
14 Discovery Materials may only be designated HIGHLY CONFIDENTIAL if the  
15 Designating Party believes in good faith that designation as CONFIDENTIAL will  
16 not provide adequate protection.

17 (c) A Designating Party has the right to have persons present in the  
18 inspection room at all times during any inspection of Discovery Materials by  
19 counsel for the party receiving the Discovery Materials (the "Receiving Party"). If  
20 the Designating Party does have a person present in the inspection room during  
21 inspection by counsel for the Receiving Party, another room nearby shall be set  
22 aside for counsel to confer. In addition to counsel for the Receiving Party, the  
23 Receiving Party may also have present during any inspection of Discovery  
24 Materials individuals meeting the criteria set forth Paragraphs 5(a), 5(b), 5(f) and 6,  
25 *infra*. All Discovery Materials produced for inspection and the information  
26 contained therein shall be treated as "HIGHLY CONFIDENTIAL" prior to the  
27 receipt of copies of materials. Upon receipt of copies, the designation indicated on  
28 the copy, if any, shall be the operative designation.

1           3.     Discovery Materials shall be used by the Receiving Party solely for the  
2 purpose of conducting this litigation, but not for any other purpose whatsoever.

3           4.     Information designated as "CONFIDENTIAL" shall be used by the  
4 Receiving Party solely for the purposes of litigation between the parties, and may  
5 be disclosed only to the following persons:

6                 (a)     any employee or former employee of a party to whom it is  
7 deemed necessary that the documents be shown for purposes of the litigation,  
8 provided that any such employee or former employee shall be advised that they are  
9 subject to the terms of this protective order before being provided Designated  
10 Materials;

11                 (b)     outside counsel for the respective parties, and employees of and  
12 independent contractors for outside counsel that are engaged in work for such  
13 counsel necessary to assist in this litigation. The term "outside counsel" shall mean  
14 the attorneys and their firms who have entered an appearance in this case. If any of  
15 the parties seek to add additional law firms, it shall notify the opposing party(ies) of  
16 the intended addition. The opposing party(ies) shall have 10 days from the date of  
17 notification in which to object to the disclosure of "CONFIDENTIAL" or  
18 "HIGHLY CONFIDENTIAL" material to the intended additional law firm. If  
19 objection is timely made, no "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL"  
20 material may be disclosed to said law firm(s) unless otherwise agreed to by the  
21 parties or ordered by the Court. Prior to disclosure of "CONFIDENTIAL" or  
22 "HIGHLY CONFIDENTIAL" material, the additional law firm shall acknowledge  
23 in writing that it is familiar with and agrees to comply with all provisions of this  
24 Protective Order:

25                 (c)     experts or consultants retained for purposes of this litigation, but  
26 only to the extent necessary to: (a) prepare a written opinion, (b) prepare to testify  
27 in the Litigation, or (c) assist counsel in the prosecution of the Litigation; provided  
28 that such expert or consultant (i) is using the Confidential material solely in

1 connection with the Litigation, and (ii) signs the Acknowledgement attached to this  
2 Protective Order before being provided Confidential materials;

3 (d) witnesses in the course of deposition, hearing, or trial testimony  
4 where counsel has a reasonable and good faith belief that examination with respect  
5 to the Confidential materials is necessary, and any person being prepared to testify  
6 where counsel has a reasonable and good faith belief that such person will be a  
7 witness in this action and that his examination with respect to the Confidential  
8 material is necessary in connection with such testimony; persons to whom  
9 Confidential materials are disclosed pursuant to this subparagraph may not be  
10 permitted to retain copies of the Confidential materials;

11 (e) the author of the document and anyone shown on the document  
12 as having received it in the ordinary course of business;

13 (f) court reporters and persons preparing transcripts of depositions;

14 (g) in-house lawyers for the respective parties, and employees  
15 regularly engaged in clerical work for such in-house lawyers, provided that any  
16 such lawyers or employees thereof shall sign the Acknowledgement attached to this  
17 Protective Order before being provided Confidential materials;

18 (h) the Court, Court personnel, and jurors or potential jurors; and

19 (i) any other person only upon order of the Court or upon  
20 stipulation of the Designating Party, in writing or on the record of a deposition, or  
21 at a hearing or trial.

22 5. Information designated as "HIGHLY CONFIDENTIAL" shall be used  
23 by the Receiving Party solely for the purposes of litigation between the parties and  
24 may be disclosed only to the following persons:

25 (a) outside counsel for the respective parties, and employees of and  
26 independent contractors for outside counsel engaged in work for such counsel  
27 necessary to assist in this action. The term "outside counsel" shall have the same  
28 meaning as defined in paragraph 4(b) above, and the same restrictions, terms and

1 conditions set forth in paragraph 4(b) above shall apply equally to this paragraph 5;  
2 (b) experts or consultants retained for purposes of this litigation, but  
3 only to the extent necessary to: (a) prepare a written opinion, (b) prepare to testify  
4 in the Litigation, or (c) assist counsel in the prosecution of the Litigation; provided  
5 that such expert or consultant (i) is using the Highly Confidential material solely in  
6 connection with the Litigation, (ii) signs the Acknowledgement attached to this  
7 Protective Order before being provided Highly Confidential materials, and (iii)  
8 complies with the requirements of Paragraph 6, *infra*;  
9 (c) the author of the document and anyone shown on the document  
10 as having received it in the ordinary course of business;  
11 (d) a current officer or director of the Designating Party for  
12 purposes of questioning the officer or director as a witness at a deposition, hearing,  
13 or trial, provided that (1) the Highly Confidential materials to be shown the witness  
14 relate to the topics on which the witness has been demonstrated to have knowledge;  
15 (2) counsel for the Receiving Party provides counsel for the Designating Party  
16 advance notice of the intent to question the witness at his/her deposition regarding  
17 the Highly Confidential materials, including a specific identification of the Highly  
18 Confidential materials on which the witness is to be questioned; and (3) counsel for  
19 the Receiving Party provides counsel for the Designating Party no less than twenty-  
20 four (24) hours advance notice of the intent to question the witness at a hearing or  
21 at trial regarding the Highly Confidential materials, including a specific  
22 identification of the Highly Confidential materials on which the witness is to be  
23 questioned.  
24 (e) court reporters and persons preparing transcripts of depositions;  
25 (f) the Court, Court personnel, and jurors or potential jurors; and  
26 (g) any other person only upon order of the Court or upon  
27 stipulation of the Designating Party, in writing or on the record of a deposition,  
28 hearing, or trial.

1           6.     Procedures for Approving Disclosure of "HIGHLY  
2 CONFIDENTIAL" Material to Experts:

3           (a)     Unless otherwise ordered by the Court or agreed in writing by  
4 the Designating Party, a Receiving Party that seeks to disclose to an Expert any  
5 information or item that has been designated "HIGHLY CONFIDENTIAL" must  
6 first make a written request to the Designating Party that (1) sets forth the full name  
7 of the Expert and the city and state of his or her primary residence, (2) attaches a  
8 copy of the Expert's current resume, (3) identifies the Expert's current  
9 employer(s), (4) identifies each person or entity from whom the Expert has  
10 received compensation for work in his or her areas of expertise or to whom the  
11 Expert has provided professional services at any time during the preceding five  
12 years, and (5) identifies (by name and number of the case, filing date, and location  
13 of court) any litigation in connection with which the Expert has provided any  
14 professional services during the preceding five years.

15           (b)     A Receiving Party that makes a request and provides the  
16 information specified in the preceding paragraph may disclose Designated  
17 Materials to the identified Expert unless, within seven court days of delivering the  
18 request, the Receiving Party receives a written objection from the Designating  
19 Party. Any such objection must set forth in detail the grounds on which it is based.

20           (c)     A Receiving Party that receives a timely written objection must  
21 meet and confer with the Designating Party (through direct voice to voice dialogue)  
22 to try to resolve the matter by agreement. If no agreement is reached, the Receiving  
23 Party seeking to make the disclosure to the Expert may file a motion seeking  
24 permission from the court to do so. Any such motion must describe the  
25 circumstances with specificity, set forth in detail the reasons for which the  
26 disclosure to the Expert is reasonably necessary, assess the risk of harm that the  
27 disclosure would entail and suggest any additional means that might be used to  
28 reduce that risk. In addition, any such motion must be accompanied by a competent

1 declaration in which the Receiving Party describes the parties' efforts to resolve the  
2 matter by agreement (*i.e.*, the extent and the content of the meet and confer  
3 discussions) and sets forth the reasons advanced by the Designating Party for its  
4 refusal to approve the disclosure.

5 (d) In any such proceeding, the Designating Party shall bear the  
6 burden of proving that the risk of harm that the disclosure would entail (under the  
7 safeguards proposed) outweighs the Receiving Party's need to disclose the  
8 Designated Materials to its Expert.

9 7. Persons who are authorized to review Designated Materials shall hold  
10 such materials in confidence and shall not disclose their contents, either verbally or  
11 in writing, to any person not otherwise authorized to receive such information under  
12 this Protective Order, or otherwise required by law. Copies of Designated Materials  
13 shall be made only to the extent necessary to facilitate permitted use under this  
14 Protective Order.

15 8. The recipient of Designated Materials provided under this Order shall  
16 maintain such information in a secure and safe area and shall exercise the same  
17 standard of due and proper care with respect to the storage, custody, use and/or  
18 dissemination of such information as is exercised by the recipient with respect to its  
19 own proprietary information. Designated Materials shall not be copied, reproduced,  
20 summarized or abstracted, except to the extent that such copying, reproduction,  
21 summarization or abstraction is reasonably necessary for the conduct of this  
22 lawsuit. All such copies, reproductions, summarizations, extractions, and  
23 abstractions shall be subject to the terms of the Order, and labeled in the same  
24 manner as the Designated Materials on which they are based.

25 9. In the event a Party deems it necessary to disclose any Materials  
26 designated as "CONFIDENTIAL" to any person not specified in paragraph 4, or to  
27 disclose any Material designated as "HIGHLY CONFIDENTIAL" to any person  
28 not specified in paragraph 5 (the "Proposed Disclosure"), that party shall notify



1 counsel for the producing Designating Party in writing of: (i) the Designated  
2 Materials it wishes to disclose, and (ii) the person or persons to whom such  
3 disclosure is to be made. The Proposed Disclosure shall not be made absent written  
4 permission of the Designating Party, unless the party wishing to make the Proposed  
5 Disclosure obtains an order from the Court permitting the Proposed Disclosure.  
6 Counsel shall obtain from all persons to whom disclosures are made pursuant to  
7 this paragraph 9 a written acknowledgement, substantially in the form of Exhibit 1  
8 attached hereto, that such person or persons have reviewed a copy of this Protective  
9 Order, will comply with its terms in all respects and will submit to the jurisdiction  
10 of this Court for adjudication of any dispute about whether such person or persons  
11 have complied with the terms of this Protective Order.

12 10. In the event of any inadvertent disclosure of attorney-client privileged  
13 information or information subject to the attorney work product doctrine or any  
14 other privilege, the party making such inadvertent disclosure, after learning of such  
15 inadvertent disclosure, shall notify the party to whom the inadvertent disclosure  
16 was made; the party to whom the inadvertent disclosure was made shall then  
17 immediately return such material and all copies the party made thereof. Also, in the  
18 event any party hereto receives any document from another party that upon its face  
19 is subject to the attorney-client privilege, attorney work product doctrine, or any  
20 other privilege, that party shall immediately return such document and all copies the  
21 party made thereof to the party who produced the document.

22 11. Disclosing parties shall designate Discovery Materials  
23 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" as follows:

24 (a) In the case of documents, interrogatory answers, responses to  
25 requests to admit, and the information contained therein, designation shall be made  
26 by placing the following legend on every page of any such document prior to  
27 production: "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL;"

28 (b) In the case of depositions, designation of the portion of the

1 transcript (including exhibits) which contains Designated Materials shall be made  
2 by a statement to such effect on the record in the course of the deposition or, upon  
3 review of such transcript, by counsel for the party to whose Designated Materials  
4 the deponent has had access, which counsel shall designate within thirty (30) days  
5 after counsel's receipt of a certified transcript from the court reporter. If a portion  
6 of a deposition is designated as Designated Materials before the deposition is  
7 transcribed, the transcript of the "Designated Materials" shall be bound in a  
8 separate volume marked "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" as  
9 appropriate. If a portion of a deposition is designated as Designated Materials  
10 during the course of a deposition, counsel may request all persons, except persons  
11 entitled to receive Designated Materials pursuant to this Protective Order, to leave  
12 the room while the deposition is proceeding until completion of the answer or  
13 answers containing Designated Materials. If a portion of a deposition is designated  
14 as Designated Materials after the deposition is transcribed, counsel shall list on a  
15 separate piece of paper the numbers of the pages of the transcript containing  
16 Designated Materials, inserting the list at the end of the transcript, and mailing  
17 copies of the list to counsel for all parties so that it may be affixed to the face of the  
18 transcript and each copy thereof. Pending such designation by counsel, the entire  
19 deposition transcript, including exhibits, shall be deemed "HIGHLY  
20 CONFIDENTIAL." If no designation is made within thirty (30) days after receipt  
21 of a certified transcript from the court reporter, the transcript shall be considered  
22 not to contain any Designated Materials;

23 (c) Transcripts of depositions or documentation produced in the  
24 action will not be filed with the Court unless it is necessary to do so for purposes of  
25 trial, motions for summary judgment, or other matters. The parties shall use their  
26 best efforts to include Designated Materials in Court filings only when absolutely  
27 necessary, and shall, to the extent possible, file redacted versions of sealed filings  
28 that redact any portions of those filings that contain or reflect Designated Materials.

1 If a motion to seal is pending, any materials filed under seal shall remain under seal  
2 and shall not be disclosed to any person other than Court personnel, opposing  
3 counsel, and any other person permitted under the terms of this Protective Order to  
4 have access to the sealed materials until the Court has ruled on that motion. If the  
5 Court grants the motion to file under seal, the documents shall remain under seal  
6 and shall not be disclosed except as provided in this Protective Order or other Court  
7 Order. A complete, unredacted set of documents filed under seal shall be provided  
8 by the filing party to opposing counsel.

9 (d) Any Designated Materials produced in a non-paper media (*e.g.*,  
10 videotape, audiotape, computer disk, *etc.*) may be designated as such by labeling  
11 the outside of such non-paper media as "CONFIDENTIAL" or "HIGHLY  
12 CONFIDENTIAL." In the event a Receiving Party generates any "hard copy,"  
13 transcription, or printout from any such designated non-paper media, such party  
14 must stamp each page "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," and  
15 the hard copy, transcription or printout shall be treated as it is designated.

16 12. If timely corrected, an inadvertent failure to designate qualified  
17 information or items as "Confidential" or "Highly Confidential" does not, standing  
18 alone, waive the Designating Party's right to secure protection under this Order for  
19 such materials. If the material is appropriately designated as "Confidential" or  
20 "Highly Confidential" after it was initially produced, the Receiving Party, on timely  
21 notification of the designation, must make reasonable efforts to assure that the  
22 Designated Materials are treated in accordance with the provisions of this Order.

23 13. A party shall not be obligated to challenge the propriety of a  
24 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" designation at the time  
25 made, and failure to do so shall not preclude a subsequent challenge thereto during  
26 the pendency of this litigation. In the event that any party to this litigation  
27 disagrees at any stage of these proceedings with such designation, such party shall  
28 provide to the Designating Party written notice of its disagreement with the

1 designation. The parties shall first try to dispose of such dispute in good faith on an  
2 informal basis. If the dispute cannot be resolved within fourteen (14) days or such  
3 shorter time as may be necessary in the circumstances after the objection is  
4 received, the party seeking to de-designate the information as "CONFIDENTIAL"  
5 or "HIGHLY CONFIDENTIAL" may file a motion requesting that this Court  
6 determine whether the disputed material shall be treated as "CONFIDENTIAL" or  
7 "HIGHLY CONFIDENTIAL" under the Protective Order. The burden of proving  
8 that information has been improperly designated as "CONFIDENTIAL" or  
9 "HIGHLY CONFIDENTIAL" is on the Designating Party. Discovery Material  
10 designated as Designated Materials shall retain this status as well as its category of  
11 designation until such time as either: (a) the parties expressly agree otherwise in  
12 writing, or (b) the Court orders otherwise, unless such order is stayed pending  
13 appellate review.

14       14. In the event that any Designated Materials is used in any Court  
15 proceeding in connection with this litigation, it shall not lose its  
16 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" status through such use, and  
17 the parties shall take all steps reasonably required to protect its confidentiality  
18 during such use.

19       15. If Designated Materials is disclosed to any person other than in the  
20 manner authorized by this Order, the person responsible for the disclosure must  
21 immediately bring all pertinent facts relating to such disclosure to the attention of  
22 counsel for the Designating Party and, without prejudice to any other rights and  
23 remedies of the parties, make every effort to prevent further disclosure by it or by  
24 the person who was the recipient of such information.

25       16. In the event any Receiving Party having possession, custody or control  
26 of any Discovery Materials provided by the Designating Party receives a subpoena  
27 or other process or order to produce in another legal proceeding the Discovery  
28 Materials, such Receiving Party shall notify counsel for the Designating Party of

1 the subpoena or other process or order, furnish counsel for the Designating Party  
2 with a copy of said subpoena or other process or order, and cooperate with respect  
3 to all reasonable procedures sought to be pursued by the Designating Party whose  
4 interests may be affected. The Designating Party shall have the burden of  
5 defending against such subpoena, process or order. The Receiving Party shall be  
6 entitled to comply with the subpoena or other process or order except to the extent  
7 the Designating Party is successful in obtaining an order modifying or quashing the  
8 subpoena or other process or order.

9 17. Entering into, agreeing to, and/or producing or receiving information  
10 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" or otherwise  
11 complying with the terms of this Protective Order shall not:

12 (a) operate as an admission by any party that any material  
13 designated by another party or non-party actually contains or reflects trade secrets  
14 or other confidential information;

15 (b) reduce in any way the rights of the parties or non-parties from  
16 whom discovery may be sought to object to a request for discovery or to the  
17 production of documents or materials that they may consider not subject to  
18 discovery or privileged from discovery;

19 (c) prejudice in any way the rights of any party to object to the  
20 authenticity or admissibility of any document, materials, or testimony that is subject  
21 to this Protective Order;

22 (d) prejudice in any way the rights of any party to seek a  
23 determination by the Court as to the appropriateness of a designation; and/or

24 (e) prevent the parties from agreeing to alter or waive the  
25 protections or remedies provided in this Protective Order with respect to any  
26 particular Designated Materials or Discovery Materials, provided that such  
27 agreement, alteration, or waiver is in writing and signed by both parties.

28 18. This Stipulated Protective Order is without prejudice to the right of

1 any party to seek relief from the Court, upon good cause shown, from any of the  
2 provisions contained in Stipulated Protective Order.

3 19. This Stipulated Protective Order shall not be construed as waiving any  
4 right to assert a claim of privilege, relevance, overbreadth, trade secret,  
5 burdensomeness or other grounds for not producing material called for, and access  
6 to such material shall be only as otherwise provided by the discovery rules and  
7 other applicable law both foreign and domestic.

8 20. Nothing contained herein shall preclude a producing entity from using  
9 his, her, or its own confidential information, documents, or materials in any manner  
10 he, she, or it sees fit, or from revealing such confidential information, documents,  
11 or materials to whomever he, she, or it chooses.

12 21. After termination of this action, the restrictions on the communication  
13 and disclosure provided for herein shall continue to be binding upon the parties and  
14 all other persons to whom Designated Materials or information contained therein  
15 have been communicated or disclosed pursuant to the provisions of this Order or  
16 any other Order of this Court. The Court shall retain continuing jurisdiction to  
17 enforce the terms of this Protective Order.

18 22. All Designated Material subject to this Protective Order shall be  
19 returned to the Designating Parties upon termination of this action (or, upon written  
20 permission by the Designating Party, destroyed). Termination of this action shall  
21 be taken and construed as the date forty-five (45) days following (a) the filing of a  
22 stipulated dismissal or the entry of a voluntary dismissal; (b) a final non-appealable  
23 order disposing of this case; or (c) the expiration of the time for any appeal. Upon  
24 such termination, counsel of record for the Receiving Party shall notify counsel for  
25 the Designating Party of compliance. Counsel for the Receiving Party shall make a  
26 reasonable effort to retrieve any documents or information subject to this Protective  
27 Order from any person to whom such information has been given, and shall notify  
28 counsel for the Designating Party of the failure to retrieve any such information.

1 Such information shall include descriptive detail of any document not returned or  
2 destroyed. Nothing in this paragraph shall preclude outside counsel from retaining  
3 after termination of this action one copy of (a) pleadings, motions, and memoranda  
4 filed with the Court; and (b) deposition, hearing and trial transcripts and exhibits;  
5 provided, however, that such counsel may not disclose retained materials that  
6 contain Designated Materials to any other person and shall keep such retained  
7 materials in a manner reflecting their confidential nature.

8  
9 So ORDERED AND SIGNED this \_\_\_\_ day of \_\_\_\_\_ 2005.

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12 Hon. Judge David O. Carter  
13 United States District Court  
14 Central District of California  
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**ORDER**

**FOR GOOD CAUSE SHOWN**, the foregoing Protective Order, requested by stipulation of the parties, is hereby entered.

Documents subject to this order may be filed under seal only by specific order of the Court. If a party desires to file a document subject to this order under seal, the party shall submit a stipulation signed by all parties explaining specifically what documents are at issue and why they deserve heightened protection from disclosure. If the parties are unable to reach a stipulation, the party desiring the file under seal may submit an *ex parte* application, explaining both why the Court should allow the filing to be under seal and also why the parties were unable to reach a stipulation. Only in exceptional circumstances will the Court allow briefs to be filed under seal.

**IT IS SO ORDERED.**

Dated: November 28, 2005

  
\_\_\_\_\_  
DAVID O. CARTER  
United States District Court Judge



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T. WADE WELCH & ASSOCIATES

Dated: November 15<sup>th</sup>, 2005



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