**IN THE CHANCERY COURT, STATE OF WYOMING**

|  |  |
| --- | --- |
| Plaintiff,  vs.  Defendant. | Case No. CH-2022-0000000 |
| **[Model] Protective Order regarding Confidential Information** | |

The parties, having met and conferred regarding the exchange and use of confidential information in this matter, agree to this Protective Order regarding Confidential Information and submit it to the Court for its approval and entry under W.R.C.P.Ch.C. 26(c).

1. **Introduction.** In the course of discovery in this case, the parties may be required to produce information that constitutes, in whole or in part, protected information such as trade secrets or other confidential research, development, or commercial information. This Order will govern the production and handling of any such protected information in this action.
2. **Manner of Confidential Designation.** Any producing party or non-party may designate as confidential information any document or response to discovery which that party or non-party considers in good faith to contain information containing trade secrets or other confidential research, development, or commercial information. The designation shall be made in the below manner.
   1. **Documents**. The designating party shall designate documents or other written materials by affixing or stamping the legend of “Confidential” to each page containing any protected information. If electronically stored information is produced in native format, the designating party shall include “Confidential” in the file or directory name or affix the legend “Confidential” to the media containing the confidential information. The designating party must designate only those portions of the document or other material that contain the protected information and must refrain from designating the entire document or material wherever possible.
   2. **Depositions**. A party shall designate as “Confidential” information disclosed during a deposition by a statement on the record at the time of such disclosure or before the conclusion of the deposition. Additionally, within 10 days of receipt of a transcript, a party may designate in writing specific pages and lines of the transcript as “Confidential.” The designating party must designate only those portions of the transcript that contain the protected information and must refrain from designating the entire transcript.
3. **Challenges to Confidential Designation.** If a party to whom the information is produced disagrees at any time with any designation, the party must first try to resolve such disagreement in good faith on an informal basis with the designating party. If the parties fail to resolve the dispute, then the receiving party may apply to the Court for a ruling that information (or category of information) designated as confidential is not entitled to such status and protection. The producing party or non-party that designated the document or information as confidential shall be given notice of the application and have 10 days from notice to file a response. To maintain confidential status, the proponent of confidentiality must show by a preponderance of the evidence that there is good cause for the document to have such protection.
4. **Disclosure of Confidential Information.** Information designated as confidential under this Protective Order shall not be disclosed to any person other than:
   1. The Court, its personnel, service vendors, court reporters, and any appointed magistrates or special masters involved in this case.
   2. Counsel of record for any party in this action and their employees and service vendors who assist counsel of record in this action and are informed of the duties arising under this Protective Order.
   3. The parties and the directors, officers, employees, agent, general partners, and limited partners of the parties, or any subsidiary or affiliate thereof, who are assisting with or making decisions concerning this action, provided that each such person agrees to be bound by the terms of this Protective Order by signing Exhibit A attached hereto.
   4. Experts or consultants employed by the parties or their counsel for the prosecution or defense of this action provided that each such expert or consultant uses the confidential information solely in connection with this action and agrees to be bound by the terms of this Protective Order by signing Exhibit A attached hereto, and further provided that each such expert or consultant is not a competitor or an employee of any competitor of a Party.
   5. Witnesses or deponents, and their counsel, only to the extent necessary to conduct or prepare for depositions or testimony in this action and provided that the witness agrees to be bound by the terms of this Protective Order by signing Exhibit A attached hereto.
   6. To persons with prior knowledge of the confidential information, including any person indicated on the face of a document or accompanying covering letter, email, or other communication to be the author, addressee, or an actual or intended recipient of the document, and, in the case of meeting minutes, an attendee of the meeting.
   7. Other persons with the designating party’s consent or by court order, and provided that such persons agree to be bound by the terms of this Protective Order by signing Exhibit A attached hereto.

Counsel for the party disclosing information designated as confidential to any person required to sign Exhibit A shall be responsible for obtaining the signed Exhibit A and retaining the original, executed copy thereof.

1. **Use of Confidential Information.** All confidential information produced or exchanged in the course of this case shall be used by the party or parties to whom the information is produced or disclosed solely for the purposes of this case. Confidential information shall not be used for any commercial, competitive, personal, or other purpose.
   1. **Use in Deposition.** If during a deposition testimony is sought concerning information designated as confidential, any party may exclude any person from the deposition during such testimony if the confidential information may not be disclosed to such person under this Protective Order.
   2. **Use in Filing.** Any document filed with the Court that attaches, discloses, summarizes, describes, characterizes, or otherwise communicates information designated as confidential shall be redacted for the purpose of protecting the confidential information therein. A party making a redacted filing under this Protective Order shall also file an unredacted copy under seal consistent with Paragraph 9 of Wyoming State Chancery Court Electronic Filing Administrative Policies and Procedures Manual.
   3. **Use in Trial or other Court Proceeding.** Subject to the Wyoming Rules of Evidence, documents and other information designated as confidential may be offered in evidence at trial or any court proceeding, provided that the proponent of the evidence gives advance notice to counsel for the party or non-party that designated the information as confidential. In the case of confidential information to be offered at trial, the offering party must provide this notice at least 21 days before any pretrial motions deadline. In the case of any confidential information to be offered at any other court proceeding, the offering party must give 14-days’ notice. Any party may move the Court for an order that the evidence be received under specified conditions designed to prevent unnecessary disclosure. The Court will then determine whether the proffered evidence should continue to be treated as confidential information and, if so, what protection, if any, may be afforded to such information at the trial or other proceeding.

1. **Non-Waiver.** The inadvertent failure to designate portions of a discovery response as confidential shall not constitute a waiver of such claim and may be corrected. The producing party may designate as confidential portions of a previously produced discovery response by notifying in writing the party to whom the production has been made that specified portions of the previous discovery response contain confidential information.

Upon receiving such supplemental notice, the parties shall thereafter mark and treat the information so designated as confidential, and such information shall be fully subject to this Protective Order from the date of such supplemental notice forward. The party receiving such notice shall make a reasonable, good-faith effort to ensure that any analyses, memoranda, notes, or other such materials generated based upon such newly designated confidential information are immediately treated as containing confidential material. In addition, upon receiving such supplemental written notice, any receiving party that disclosed the information before its designation as confidential shall exercise its best efforts: to ensure the return or destruction of such information; to ensure that any documents or other materials derived from such information are treated as if the information had been designated as confidential when originally produced; and to ensure that such confidential information is not further disclosed except in accordance with the terms of this Protective Order.

1. **Compulsory Process.** If any person covered by this Protective Order is in possession of information designated as confidential and receives a subpoena or other compulsory process seeking the production or other disclosure of information designated as confidential, then such person shall give written notice to the designating party within three business days of receipt of such demand (or if a response to the demand is due in less than three business days, at least 24 hours before the deadline for a response to the demand), identifying the confidential information sought and enclosing a copy of the demand, and shall object to the production of the confidential information on the grounds of the existence of this Protective Order. The burden of opposing the enforcement of the demand will fall on the designating party. Nothing herein shall be construed as requiring any party covered by this Protective Order to appeal any order requiring production of information designated as confidential. Compliance with any order directing production pursuant to a demand of any information designated as confidential will not constitute a violation of this Protective Order.
2. **Conclusion of matter.** Upon completion of the trial in this action and any appeals and the satisfaction of judgment, or upon the conclusion of any settlement or voluntary or involuntary dismissal of this case, counsel shall either destroy or return to the producing party, all documents or information and copies or reflections of the same (other than exhibits of record) designated as confidential under this Protective Order. Counsel of record shall make certification of compliance herewith and shall deliver the same to the producing party within 30 days of conclusions of this case. Notwithstanding these requirements, counsel for the parties may retain court papers, deposition and trial transcripts, and attorney work product containing information designated as confidential, provided that such counsel, and employees of such counsel, shall maintain the confidentiality.
3. **Modification.** Nothing in this Protective Order shall prevent any party or other person from seeking modification. The Court may modify this Protective Order for good cause shown.

**IT IS SO AGREED:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Counsel] Date

Attorney(s) for Plaintiff

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Counsel] Date

Attorney(s) for Defendant

**IT IS SO ORDERED:**

**EXHIBIT A**

**IN THE CHANCERY COURT, STATE OF WYOMING**

|  |  |
| --- | --- |
| Plaintiff(s),  vs.  Defendant(s). | Docket No. CH-2021-0000000 |
| **Agreement to be bound by Protective Order regarding Confidential Information** | |

I have read the Protective Order regarding Confidential Information (the “Protective Order”) in the above-captioned action. I understand its terms and agree to be fully bound by them. I hereby submit to the jurisdiction of the Court of Chancery of the State of Wyoming for purposes of enforcement of the Protective Order. I further agree not to disclose or use any information designated as confidential under the Protective Order for purposes other than those permitted under the Protective Order.

Signature

Name

Title

Date Affiliation