

IN THE DISTRICT COURT OF SAUNDERS COUNTY, NEBRASKA

STATE OF NEBRASKA, ex rel.,
JIM MACY, Director,
NEBRASKA DEPARTMENT OF
ENVIRONMENT AND ENERGY,

Plaintiff,

vs.

ALTEN, LLC,

Defendant.

Case No. CI 21-36

PROTECTIVE ORDER

SAUNDERS COUNTY
NEBRASKA

2021 MAY -3 PM 3:58

FILED BY
CLERK OF THE DIST. COURT

This matter comes before the Court upon the Joint Stipulation for Protective Order of the parties. Upon consideration of the premises and the Joint Stipulation of the parties, as presented to the Court, the Court finds that the Joint Stipulation should be granted.

The Court, being advised in the premises, FINDS and ORDERS:

1. Portions of documents, deposition testimony, and other materials produced or provided by any party during discovery, which contain confidential information or commercial secrets not available in the public domain, shall be considered confidential material at the request of the producing party. The producing party shall designate clearly the portion or portions of any documents or other materials produced that it contends should be kept confidential, by labeling or identifying such portions as "Confidential." If documents are produced in electronic format (e.g., Word, Excel, JPEGs, PDFs), the producing party may designate such documents as confidential by designating the document "Confidential" either in the document's filename or in the filename of a folder containing such document. Such electronic documents and the information contained therein shall retain their confidential status notwithstanding any subsequent duplicating, printing, sharing, editing, or otherwise modifying by the receiving party.



2. Documents defined as confidential in Paragraph 1, above, or deposition testimony designated confidential in Paragraph 7, below, shall be revealed only to and used only by:

- a. This Court, including its staff and any jury selected in this case;
- b. The individual parties to this action, their attorneys, and their insurance providers, together with their paralegals, clerical employees, and other staff actually working on this case;
- c. Experts or consultants, who may examine confidential materials in connection with discovery and the presentation of evidence in the trial of this case;
- d. Witnesses who are called to testify at trial or depositions in this matter concerning the documents or materials and the information contained therein; and
- e. As described in Paragraph 4.

3. Counsel for each party to this action shall ensure that persons described in Paragraph 2 who receive confidential material pursuant to the Protective Order have knowledge of the terms of the Order and agree to be bound by them.

4. Documents defined as confidential in Paragraph 1, above, or deposition testimony designated confidential in Paragraph 7, below, may be used by the parties in other cases so long as a protective order is entered in the case that provides protections equal to or greater than the protections contained herein. If the parties anticipate using materials, documents, or deposition testimony protected by this Protective Order in another case, notice shall be given to the other Party to this action at least fourteen (14) days in advance of any disclosure to allow time for objection.

5. Any party may bring before the Court at any time the question of whether particular information designated as confidential is in fact of a confidential nature, as

contemplated by the provision of the Protective Order. Until the Court has ruled on any disputed designations of confidentiality, the parties shall treat information and documents properly designated as confidential by another party as confidential. The party asserting confidentiality over a document, including a deposition or trial transcript, or portion thereof, shall bear the burden of establishing that the information contained therein is in fact confidential.

6. Nothing in the Protective Order is intended to limit or otherwise affect the scope of discovery by the parties or the use or admissibility of evidence at trial. Materials subject to the Protective Order may be filed with or submitted to the Court, provided that any portions of such documents that are designated as confidential are filed under seal and prominently marked: "Information Subject to Protective Order." Parties shall file or submit only that portion of a pleading, motion or brief that contains confidential information with the Court under seal.

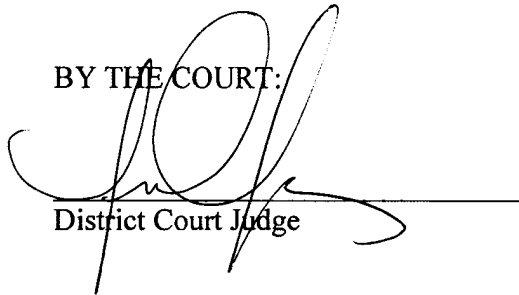
7. A party that wishes to designate as confidential material any financial business information not available in the public domain that is contained in a deposition transcript, shall indicate orally at the time of the deposition that it intends to designate all or part of the testimony as confidential. Within seven (7) days after receipt of the deposition transcript, the designating party shall advise the other parties of the specific portions of the testimony it contends are confidential, unless the parties agree to an extension of that period of time. Until the period of time for designation has passed, or until the Court has ruled on any disputed designations of confidentiality, the parties shall treat the designated portions of any deposition transcripts as confidential.

8. Upon final disposition of this matter by a court of competent jurisdiction or upon conclusion of any settlement, counsel for the parties may either destroy or continue to retain and hold as confidential all documents and materials (excluding those comprising any appellate or

district court record) that have been designated as “confidential” by another party unless such designation has been ruled improper by this Court, including any and all copies, in the possession of the party, their employees and representatives, experts, or consultants.

9. The Protective Order applies to information contained in the briefs, memoranda, motions or pleadings, or any other documents prepared, filed, or submitted in this litigation, which reveal confidential financial information contained in documents or materials that have been designated as “confidential” by one of the parties, unless this Court has ruled that such designation was improper. This agreement shall be binding for five years from the date of its execution.

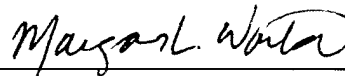
BY THE COURT:



District Court Judge

Prepared By:
Stephen D. Mossman, #19859
Joseph A. Wilkins, #21803
Andrew R. Spader, #27099
MATTSON RICKETTS LAW FIRM
134 S. 13th Street, Suite 1200
Lincoln, NE 68508-1901
Phone No.: (402) 475-8433
Fax No.: (402) 475-0105
E-mail: sdm@mattsonricketts.com
E-mail: jaw@mattsonricketts.com
E-mail: ars@mattsonricketts.com
Attorneys for Defendant

Approved as to form:
By: Douglas J. Peterson, #18146
Attorney General

By: 
Justin D. Lavene, #22178
Maegan L. Woita, #26287
Joshua E. Dethlefsen, #24667
Assistant Attorney General
2115 State Capitol
P.O. Box 98920
Lincoln, NE 68509-8920
justin.lavene@nebraska.gov
maegan.woita@nebraska.gov
joshua.dethlefsen@nebraska.gov
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I, the undersigned, certify that on May 3, 2021 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Stephen D Mossman
sdm@mattsonricketts.com

Maegan L Woita
Maegan.woita@nebraska.gov

Date: May 3, 2021

BY THE COURT:

Patty McGow
CLEK

