

CAUSE NO. DC-23-02509

LITTLER MENDELSON, P.C.,

Plaintiffs,

v.

ULIANA KOZEYCHUK,

Defendant.

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IN THE DISTRICT COURT

DALLAS COUNTY, TEXAS

191st JUDICIAL DISTRICT

PROTECTIVE ORDER

Proceedings and Information Governed.

1. This Order (“Protective Order”) governs any document, information, or other thing furnished by any party to any other party, and it includes any nonparty who receives a subpoena in connection with this action. The information protected includes, but is not limited to: answers to interrogatories; answers to requests for admission; responses to requests for production of documents; deposition transcripts and videotapes; deposition exhibits; and other writings or things produced, given, or filed in this action that are designated by a party as “Confidential Information” or “Confidential Attorney Eyes Only Information” in accordance with the terms of this Protective Order, as well as to any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting, or disclosing such information. (collectively “Confidential Material”).

Designation and Maintenance of Information.

2. For purposes of this Protective Order, (a) the “Confidential Information” designation means that the document is comprised of trade secrets or other information that is not publicly known, or other information required by law or agreement to be kept confidential, and (b) the “Confidential Attorney Eyes Only” designation means that the document is comprised of information that the producing party deems especially sensitive. Confidential Material does not include, and this Protective Order does not apply to, information that is already in the knowledge or possession of the party to whom disclosure is made, unless that party is already bound by agreement not to disclose such information, or information that has been disclosed to the public or third persons in a manner making such information no longer confidential.

3. Documents and things produced during the course of this litigation within the scope of paragraph 2(a) above, may be designated by the producing party as containing Confidential Information or by placing on each page and each thing a legend, or otherwise conspicuously designating electronically stored information, substantially as follows:

CONFIDENTIAL INFORMATION

4. Documents and things produced during the course of this litigation within the scope of paragraph 2(b) above may be designated by the producing party as containing Confidential Attorney Eyes Only Information by placing on each page and each thing a legend, or otherwise conspicuously designating electronically stored information, substantially as follows:

CONFIDENTIAL ATTORNEY EYES ONLY INFORMATION

5. A party may designate information disclosed at a deposition as Confidential Material by requesting the reporter to so designate the transcript or any portion of the transcript at the time of the deposition with the appropriate designation. If no such designation is made at the time of the deposition, any party will have twenty (20) calendar days after the date the final deposition transcript becomes available to designate, in writing to the other parties and to the court reporter, whether the transcript is to be designated as containing Confidential Information and/or Confidential Attorneys Eyes Only Information. If no such designation is made at the deposition or within this twenty (20) calendar day period (during which period, the transcript must be treated as Confidential Attorneys Eyes Only Information, unless the disclosing party consents to less confidential treatment of the information), the entire deposition will be considered devoid of Confidential Material. Each party and the court reporter must attach a copy of any final and timely written designation notice to the transcript and each copy of the transcript in its possession, custody or control, and the portions designated in such notice must thereafter be treated in accordance with this Protective Order. It is the responsibility of counsel for each party to maintain materials containing Confidential Material in a secure manner and appropriately identified so as to allow access to such information only to such persons and under such terms as is permitted under this Protective Order.

Inadvertent Failure to Designate.

6. The inadvertent failure to designate or withhold any information as confidential or privileged will not be deemed to waive a later claim as to its confidential or privileged nature, or to stop the producing party from designating such information as

confidential at a later date in writing and with particularity. The information must be treated by the receiving party as confidential from the time the receiving party is notified in writing of the change in the designation.

Challenge to Designations.

7. A receiving party may challenge a producing party's designation at any time. Any receiving party disagreeing with a designation may request in writing that the producing party change the designation. The producing party will then have ten (10) business days after receipt of a challenge notice to advise the receiving party whether or not it will change the designation. If the parties are unable to reach agreement after the expiration of the ten (10) business day time-frame, they must meet and confer in good faith to attempt to resolve the dispute. If the conference fails to yield agreement, the receiving party may at any time thereafter seek an order to alter the confidential status of the designated information. Until any dispute under this paragraph is ruled upon by the presiding judge, the designation will remain in full force and effect, and the information will continue to be accorded the confidential treatment required by this Protective Order.

Disclosure and Use of Confidential Information.

8. Information designated as Confidential Material may only be used for purposes of preparation, trial, and appeal of this action. Confidential Material may not be used under any circumstances for any other purpose.

9. Subject to paragraph 11 below, Confidential Information may be disclosed by the receiving party only to the following individuals, provided that such individuals are informed of the terms of this Protective Order: (a) the receiving party; (b) outside counsel

for the receiving party; (c) supporting personnel employed by outside counsel for the receiving party, such as paralegals, legal secretaries, data entry clerks, legal clerks, and private photocopying services; (d) experts or consultants; (e) any persons requested by counsel to furnish services such as document coding, image scanning, mock trial, jury profiling, translation services, court reporting services, demonstrative exhibit preparation, or the creation of any computer database from documents; (f) court reporters, stenographers, and videographers transcribing or recording testimony at depositions hearings or trials in this action; (g) Court and Court personnel; and (h) any persons who are witnesses during a deposition, hearing, or trial in this action where (1) specific documentary or testimonial evidence establishes at that time that the Confidential Materials were authored, concern, submitted, or received by the witness or an individual for whom the witness is the legally authorized representative, or (2) the person is designated by the producing party to provide testimony about the Confidential Materials as a corporate representative.

10. Subject to paragraph 11 below, Confidential Attorney Eyes Only Information may be disclosed by the receiving party only to the following individuals, provided that such individuals are informed of the terms of this Protective Order: (a) counsel for the receiving party; (b) supporting personnel employed by counsel, such as paralegals, legal secretaries, data entry clerks, legal clerks, private photocopying services; (c) experts or consultants; (d) any persons requested by counsel to furnish services such as document coding, image scanning, mock trial, jury profiling, translation services, court reporting services, demonstrative exhibit preparation, or the creation of any computer database from

documents; (e) court reporters, stenographers, and videographers transcribing or recording testimony at depositions hearings or trials in this action; (f) Court and Court personnel; and (g) any persons who are witnesses during a deposition, hearing, or trial in this action where (1) specific documentary or testimonial evidence establishes at that time that the Confidential Materials were authored, concern, submitted, or received by the witness or and individual for whom the witness is the legally authorized representative, or (2) the person is designated by the producing party to provide testimony about the Confidential Materials as a corporate representative.

11. Further, prior to disclosing Confidential Material to a receiving party's proposed expert or consultant, the receiving party must provide to the producing party a signed Confidentiality Agreement in the form attached as Exhibit A. The producing party will thereafter have ten (10) business days from receipt of the Confidentiality Agreement to object to any proposed individual on the basis of a possible or perceived conflict of interest or other conflict that would preclude the individual from participating in this litigation. The objection must be made for good cause and in writing, stating with particularity the reasons for the objection. Failure to object within ten (10) business days constitutes approval. If the parties are unable to resolve any objection, the receiving party may apply to the presiding judge to resolve the matter. There will be no disclosure to any proposed individual during the ten (10) business day objection period, unless that period is waived by the producing party, or if any objection is made, until the parties have resolved the objection, or the presiding judge has ruled upon any resultant motion.

12. Confidential Material may be disclosed to a person who is not already allowed access to such information under this Protective Order if:

a. the information was previously received, submitted, or authored by the person or was authored or received by a director, officer, employee or agent of the company for which the person is testifying as a designated corporate representative;

b. the designating party is the person or is a party for whom the person is a director, officer, employee, consultant or agent; or

c. counsel for the party designating the material agrees that the material may be disclosed to the person.

Nonparty Information.

13. The existence of this Protective Order must be disclosed to any person producing documents, tangible things, or testimony in this action who may reasonably be expected to desire confidential treatment for such documents, tangible things, or testimony. Any such person may designate documents, tangible things, or testimony as Confidential Material pursuant to this Protective Order.

Filing Documents With the Court.

14. If any party wishes to submit Confidential Material to the Court, the submission must be filed only under seal if filed electronically or if filed in hard copy in a sealed envelope bearing the caption of this action and a notice in the following form:

**CONFIDENTIAL INFORMATION
CAUSE NO. DC-23-02509**

LITTLER MENDELSON, P.C.,

Plaintiffs,

v.

ULIANA KOZEYCHUK,

Defendant.

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IN THE DISTRICT COURT

DALLAS COUNTY, TEXAS

191st JUDICIAL DISTRICT

**This envelope, which is being filed under seal,
contains documents that are subject to a Protective
Order governing the use of confidential discovery material.**

No Prejudice.

15. Producing or receiving Confidential Material, or otherwise complying with the terms of this Protective Order, will not (a) operate as an admission by any party that any particular Confidential Material contains or reflects trade secrets or any other type of confidential or proprietary information; (b) prejudice the rights of a party to object to the production of information or material that the party does not consider to be within the scope of discovery; (c) prejudice the rights of a party to seek a determination by the presiding judge that particular materials be produced; (d) prejudice the rights of a party to apply to the presiding judge for further protective orders; or (e) prevent the parties from agreeing in writing to alter or waive the provisions or protections provided for in this Protective Order with respect to any particular information or material.

Conclusion of Litigation.

16. Within sixty (60) calendar days after final judgment in this action, including the exhaustion of all appeals, or within sixty (60) calendar days after dismissal pursuant to a settlement agreement, each party or other person subject to the terms of this Protective

Order is under an obligation to use reasonable efforts to destroy or return to the producing party all materials and documents containing Confidential Material, and to certify in writing to the producing party that this destruction or return has been done. “Reasonable efforts” shall not require the return or destruction of Confidential Material that (i) is stored on backup storage media made in accordance with regular data backup procedures for disaster recovery purposes, (ii) is located in the email archive system or archived electronic files of departed employees, or (iii) is subject to legal hold obligations. Backup storage media will not be restored for purposes of returning or certifying destruction of Confidential Material, but such retained information shall continue to be treated in accordance with the Order.

Notwithstanding the above requirements to return or destroy documents, outside counsel may retain archival copies all pleadings, motion papers, written discovery, transcripts, legal memoranda, correspondence, attorney-client communications, or attorney work product, even if such materials contain Confidential Material, provided that such Counsel take appropriate steps to prevent the disclosure in a manner contrary to this Protective Order of such Confidential Material. Any retained Confidential Material shall continue to be protected under this Protective Order.

Privilege and Clawback Procedure.

17. No Waiver. If a producing party discloses information in connection with this action that the producing party thereafter claims to be privileged or protected by the attorney-client privilege or work product protection (“Protected Information”), the disclosure of that Protected Information will not constitute or be deemed a waiver or

forfeiture—in this or any other action—of any claim of privilege or work product protection that the producing party would otherwise be entitled to assert with respect to the Protected Information and its subject matter.

a. Full Protection. This Protective Order protects any disclosure of Protected Information, whether that disclosure is inadvertent or otherwise.

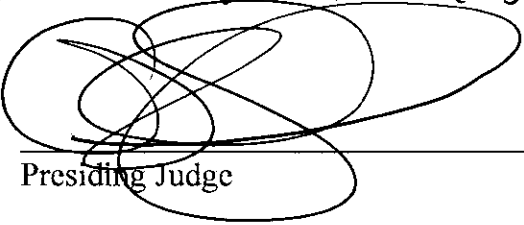
b. Degree of Care. Each party is entitled to decide, in its sole discretion, the appropriate degree of care to exercise in reviewing materials for privilege. Irrespective of the care that is actually exercised in reviewing materials for privilege, the Court hereby orders that disclosure of Protected Information in discovery conducted in this action shall not waive any claim of privilege or work product protection that the producing party would otherwise be entitled to assert with respect to the Protected Information and its subject matter.

c. Notification. A producing party must notify the receiving party, in writing, that it has disclosed that Protected Information without intending a waiver by the disclosure. Upon receipt of such notification, the receiving party shall immediately take all reasonable steps to destroy or return all copies, electronic or otherwise, of such document or other information, and shall provide a written certification that it will cease further review, dissemination, and use of the Protected Information.

d. Maximum Protections. This Protective Order shall be interpreted to provide the maximum protection allowed to the producing party by the Texas Rules.

Any client information of clients of Hittler Mendelson, PC
is deemed confidential unless such information is
publicly available. Ⓢ

Signed: 17 March 2023



Presiding Judge

Exhibit A

CAUSE NO. DC-23-02509

LITTLER MENDELSON, P.C.,

Plaintiffs,

v.

ULIANA KOZEYCHUK,

Defendant.

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IN THE DISTRICT COURT

DALLAS COUNTY, TEXAS

191st JUDICIAL DISTRICT

**CONFIDENTIALITY AGREEMENT FOR EXPERT OR
CONSULTANT OF ANY PARTY**

I hereby affirm that:

Information, including documents and things, designated as Confidential Material as defined in the Protective Order entered in the above-captioned action (“Protective Order”), is being provided to me pursuant to the terms and restrictions of the Protective Order.

I have been given a copy of and have read the Protective Order.

I am familiar with the terms of the Protective Order and I agree to comply with and to be bound by its terms.

I submit to the jurisdiction of this Court for enforcement of the Protective Order.

I agree not to use any Confidential Material disclosed to me pursuant to the Protective Order except for purposes of the above-captioned litigation and not to disclose any of this information to persons other than those specifically authorized by the Protective

Order, without the express written consent of the party who designated the information as confidential or by order of the presiding judge.

I also agree to notify any stenographic, clerical, or technical personnel who are required to assist me of the terms of this Protective Order and of its binding effect on them and me.

I understand that I am to retain all documents or materials designated as or containing Confidential Material in a secure manner, and that all such documents and materials are to remain in my personal custody until the completion of my assigned duties in this matter, whereupon all such documents and materials, including all copies thereof, and any writings prepared by me containing any Confidential Material are to be returned to counsel who provided me with such documents and materials.

Signed

Printed Name

Date