

**IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX**

MOHAMMAD HAMED, by his
authorized agent **WALEED HAMED**,

Plaintiff/Counterclaim Defendant,

vs.

FATHI YUSUF and
UNITED CORPORATION,

Defendants/Counterclaimants,

vs.

**WALEED HAMED, WAHEED
HAMED, MUFEED HAMED,
HISHAM HAMED,
and PLESSEN ENTERPRISES, INC.**,

Counterclaim Defendants.

CIVIL NO. SX-12-CV-370

**ACTION FOR DAMAGES
INJUNCTIVE RELIEF AND
DECLARATORY RELIEF**

JURY TRIAL DEMANDED

**STIPULATED CONFIDENTIALITY AGREEMENT
AND AGREED PROTECTIVE ORDER**

The parties identified in the above caption (individually, a "Party," and collectively, the "Parties"), by their respective counsel, pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, have agreed to the following terms and conditions regarding discovery in this cause. This Confidentiality Agreement and Agreed Protective Order is limited to pre-trial discovery only. As set forth in Paragraph 9, "Confidential Information," as hereafter defined, may be used in motions and other papers filed with the Court only after compliance with this Agreement. If a party desires documents or information to be sealed from public records, the party must apply to the Court and demonstrate good cause for such action in accordance with Rule 26(c) of the Federal

Rules of Civil Procedure. The Parties request that the Court approve this Confidentiality Agreement and Agreed Protective Order, as follows:

1. **Right to Designate Information as Confidential**

Counsel of record for the Parties may designate as confidential any information (regardless of form) which is produced or furnished in response to any party's discovery request which such counsel in good faith deems confidential regardless of who produced or furnished such information.

2. **Definition of Confidential Information**

Except to the extent such confidentiality and/or privileges are waived or inapplicable under Virgin Islands and Federal Law the Parties agree that certain information will be treated as confidential including information or documents of any kind pertaining to any contract, agreement, medical records, psychiatric, psychological treatment, HIV/AIDS, Sexually Transmitted Disease, Mental Health treatment, substance abuse treatment, personnel file of the Parties or any current or former employee of the Parties, as well as any other non-public business record, report or information of or regarding the Parties or any affiliated company that is confidential or privileged, and any information or documents considered "trade secret" under Virgin Islands law. Confidential Information shall refer to all such designated information whether revealed during a deposition, in a document, or by production of tangible evidence or otherwise.

3. **Identification of Confidential Information or Trade Secret**

Each Party shall designate to the other Parties which materials are considered confidential or trade secret or contain Confidential Information (the "Designating Party"). Information designated as confidential or trade secret shall be identified as such by the words "Confidential – Protective Order," or the like. Such words shall be placed on or affixed to each document and page thereof which contains Confidential Information. If a party determines that information should have been designated as confidential but was not, it shall notify the other party that it will, within five (5) days, apply to the Court for protection of such Information. Pending a ruling by the Court, each Party shall then make a reasonably diligent effort to retrieve documents containing the confidential information and otherwise ensure that persons to whom the confidential information was disclosed will treat it as confidential.

4. **Protection of Confidentiality**

Confidential Information and any notes, summaries, memoranda, exhibits or other documents which include or describe Confidential Information, shall be retained by counsel for the Party to whom disclosure of the Confidential Information was made (the "Recipient Party") and, except as provided in Paragraph 5, shall not be disclosed to any person or used by counsel for any Party other than for purposes of this action. Persons to whom access to Confidential Information or depositions 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 to this Order and shall adopt and

employ all suitable precautions to ensure continued confidentiality, non-use and non-disclosure including, without limitation, such precautions as protection against unauthorized copying and provision safekeeping.

5. **Access to Confidential Information**

Persons entitled to have access to Confidential Information produced by another Party shall be restricted to (a) the counsel for each Party who are charged with the responsibility for, or are actively engaged in, preparation for trial or the trial of this action, and employees of such counsel; (b) the Parties; and (c) expert witnesses of any Party, subject to the requirements of Paragraph 6 below.

6. **Conditions to Access to Confidential Information**

Before disclosure of Confidential Information is made to any person specified in Paragraphs 5(b), and (c), that person shall first read a copy of this Order, agree to be bound by it and sign an acknowledgement of same. Each Party's counsel shall maintain a list all persons to whom they disclose Confidential Information and shall retain a copy of all Confidentiality Agreements signed by such persons. Upon request by Designating Party and within five (5) days of such request, the Recipient Party will provide the list of persons and copies of all Confidentiality Agreements to the Court for its in camera inspection.

7. **Limitations on Copying**

No copies, summaries or abstracts of Confidential Information shall be made by a Party, or its trial attorneys, for distribution or use by any person other than those

described in Paragraph 5 hereof, the deposition witness and court reporters.

8. **Depositions**

Any deposition or portion thereof during which Confidential Information is being disclosed shall be taken as if in camera without any persons in attendance other than those described in Paragraph 5 thereof, the deposition witness and court reporters.

9. **Confidential Information Filed with Court**

Any Party desiring to make Confidential Information a matter of public record by filing such Confidential Information with the Court, must notify the Designating Party of that intention at least ten (10) days prior to filing any such Confidential Information in order to allow the Designating Party an opportunity to make application to the Court for sealing the Confidential Information for good cause.

10. **Time for Designation of Confidential Information**

Each Party shall at the time of the deposition or production of Confidential Information, if possible, but not later than fifteen (15) days following the date of the Order approving this Agreement, the receipt of the deposition transcript, or the production of Confidential Information, whichever is later, designate those portions of the deposition transcript or other document which it deems to contain Confidential Information.

11. **Dispute as to Confidentiality**

Any Party may contest the confidential status of any information designated as Confidential Information. If a Party disagrees with any designation of any information as

confidential, it shall notify counsel for the other Parties and they shall attempt to resolve the dispute by agreement. If the dispute is not so resolved, within twenty (20) days of reaching an impasse on the issue, the contesting party may petition the Court for a ruling on the issue. The contested information shall continue to be kept confidential unless and until the Court rules otherwise in accordance with the Federal Rules of Civil Procedure. At any hearing to determine the confidential status of any information, the Party designating the information as confidential shall have the burden of showing why such information should be confidential.

12. **Public Information**

Any information which has been designated as confidential and was also legally and properly within the public domain prior to its being designated confidential need not be treated as Confidential Information. However, if such Confidential Information became available to the public as a result of any improper conduct or in violation of any contract or court order, such Confidential Information must still be treated as confidential under this Confidentiality Agreement and Protective Order.

13. **Other Persons**

Each Party reserves the right to oppose on any grounds disclosure of any Confidential Information to persons not designated in Paragraph 5.

14. **Voluntary Waiver**

At any time after any information, document or deposition testimony is designated as confidential under this Order, the Designating Party may agree in writing

that the Confidential Information may be disclosed to designated persons employed by the Recipient Party. Any such agreement must be in writing or by statement made on the record at a deposition or hearing.

15. **Retained Jurisdiction**

The Court retains jurisdiction to make such amendments, modification and additions to this Order as the Court may from time to time deem appropriate. The Court shall further retain jurisdiction to resolve any disputes concerning the deposition of materials containing Confidential Information at the termination of this action.

16. **Amendment**

This Order may be amended by the written agreement of counsel for the Parties in the form of a stipulation that shall be approved by the Court and filed herein.

17. **Disposition on Termination of Action**

After the final termination of this action and unless the Parties agree otherwise, each Party shall:

(a) assemble and make available for return to the Designating Party all materials, documents, summaries, computer records and abstracts containing Confidential Information;

(b) make available for return or destroy every portion of other materials, memoranda or documents purporting to reproduce or paraphrase Confidential Information;

(c) upon request made in writing by the Designating Party, certify in writing that the procedures set forth above have been completed; and

(d) agree not to disclose the substance of any Confidential Information revealed to it by the Designating Party.

Dated: September _____, 2014

By the Plaintiff/Counterclaim Defendant:

Joel H. Holt, Esq.

Counsel for Plaintiff

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Dated: September 9, 2014

By the Defendants/Counterclaimants:



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Dated: September_____, 2014

By Additional Counterclaim Defendants:

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Dated: September_____, 2014

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