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	:	<b>STIPULATION FOR THE</b>
	:	<b>EXCHANGE OF CONFIDENTIAL</b>
	:	<b>INFORMATION</b>
	:	
	:	<b>Index No. 652941/2025</b>
	:	
	:	IAS Part ____
	:	(_____, J.)
	:	
	:	
	:	

IT IS hereby ORDERED that:

2. Any Party may designate Documents produced, or Testimony given, in connection with this action as “Confidential” or “Highly Confidential,” either by notation on the document, statement on the record of the deposition, written advice to the respective undersigned counsel for the Parties hereto, or by other appropriate means.

3. As used herein:

(a) “Confidential Information” shall mean all Documents and Testimony, and all information contained therein, and other information designated as “Confidential,” if such Documents or Testimony contain trade secrets, proprietary business information, competitively sensitive information, or other information the disclosure of which would, in the good faith judgment of the Party designating the material as “Confidential,” be detrimental to the conduct of that Party’s business or the business of any of that Party’s customers or clients.

(b) “Highly Confidential Information” shall mean any “Confidential Information” that is of such a private, sensitive, competitive or proprietary nature that present disclosure to persons other than those identified in paragraph 6 below would, in the good faith judgment of the Party designating the material as “Highly Confidential,” reasonably be expected to cause irreparable harm or materially impair the legitimate competitive position or interests of that Party. A designation of Confidential Information as Highly Confidential Information constitutes a representation that such Confidential Information has been reviewed by an attorney for the Producing Party (as defined below) and that there is a valid basis for such a designation.

(c) “Producing Party” shall mean the Parties to this action and any third-parties producing “Confidential Information” or “Highly Confidential Information” in connection with depositions, document production or otherwise, or the Party asserting the confidentiality privilege, as the case may be.

(d) “Receiving Party” shall mean a Party to this action and/or any non-party receiving “Confidential Information” or “Highly Confidential Information” in connection with depositions, document production or otherwise.

4. The Receiving Party may, at any time after receiving information from a Producing Party that has been designated as Confidential Information or Highly Confidential Information, notify the Producing Party that the Receiving Party does not concur in the designation of a document or other material as Confidential Information or Highly Confidential Information. If the Producing Party does not agree to declassify such document or material, the Receiving Party may move before the Court for an order declassifying those documents or materials. If no such motion is filed, such documents or materials shall continue to be treated as Confidential Information or Highly Confidential Information. If such motion is filed, the documents or other materials shall be deemed Confidential Information or Highly Confidential Information unless and until the Court rules otherwise.

5. Except with the prior written consent of the Producing Party or by Order of the Court, Confidential Information shall not be furnished, shown or disclosed to any person or entity except to: (a) personnel of the Parties actually engaged in assisting in the preparation of this action for trial or other proceeding herein and who have been advised of their obligations hereunder; (b) counsel for the Parties to this action and their associated attorneys, paralegals and other professional personnel (including support staff) who are directly assisting such counsel in the preparation of this action for trial or other proceeding herein, are under the supervision or control of such counsel, and who have been advised by such counsel of their obligations hereunder; (c) expert witnesses or consultants retained by the Parties or their counsel to furnish technical or expert services in connection with this action or to give testimony with respect to the subject matter of this action at the trial of this action or other proceeding herein; provided, however, that such Confidential Information is furnished, shown or disclosed in accordance with paragraph 8 hereof; (d) the Court and court personnel, if filed in accordance with paragraph 13 hereof; (e) an officer

before whom a deposition is taken, including stenographic reporters and any necessary secretarial, clerical or other personnel of such officer, if furnished, shown or disclosed in accordance with paragraph 11 hereof; (f) trial and deposition witnesses, if furnished, shown or disclosed in accordance with paragraphs 10 and 11, respectively, hereof; and (g) any other person agreed to by the Producing Party.

6. Except with the prior written consent of the Producing Party or by Order of the Court, Highly Confidential Information shall not be furnished, shown or disclosed to any person or entity except to: (a) outside counsel for the Parties to this action and their associated attorneys, paralegals and other professional personnel (including support staff) who are directly assisting such counsel in the preparation of this action for trial or other proceeding herein, are under the supervision or control of such counsel, and who have been advised by such counsel of their obligations hereunder; (b) expert witnesses or consultants retained by the Parties or their counsel to furnish technical or expert services in connection with this action or to give testimony with respect to the subject matter of this action at the trial of this action or other proceeding herein; provided, however, that such Highly Confidential Information is furnished, shown or disclosed in accordance with paragraph 8 hereof, and provided, further, that outside counsel for such Receiving Party reasonably and in good faith believes that furnishing, showing or disclosing such Highly Confidential Information is necessary for the technical or expert services, or testimony, for which such expert witness or consultant is retained; (c) the Court and court personnel, if filed in accordance with paragraph 13 hereof; (d) an officer before whom a deposition is taken, including stenographic reporters and any necessary secretarial, clerical or other personnel of such officer, if furnished, shown or disclosed in accordance with paragraph 11 hereof; (e) trial and deposition witnesses, if furnished, shown or disclosed in accordance with paragraphs 10 and 11, respectively,

hereof; and (g) any other person agreed to by the Producing Party. For absolute clarity, Highly Confidential Information shall not be disclosed to a Receiving Party or any other person not specifically authorized by this paragraph.

7. Confidential Information and Highly Confidential Information shall be utilized by the Receiving Party and its counsel only for purposes of this litigation and for no other purposes.

8. Before any disclosure of Confidential Information or Highly Confidential Information is made to an expert witness or consultant pursuant to paragraph 5(c) or 6(b) hereof, counsel for the Receiving Party shall provide the expert's written agreement, in the form of Exhibit A attached hereto, to comply with and be bound by its terms. Counsel for the Party obtaining the certificate shall supply a copy to counsel for the other Parties at the time of the disclosure of the information required to be disclosed by CPLR 3101(d), except that any certificate signed by an expert or consultant who is not expected to be called as a witness at trial is not required to be supplied.

9. All depositions shall presumptively be treated as Confidential Information and subject to this Stipulation during the deposition and for a period of fifteen (15) days after a transcript of said deposition is received by counsel for each of the Parties. The Parties shall, during that fifteen-day period, designate any portions of the deposition as Confidential Information or Highly Confidential Information pursuant to this Stipulation. After the end of such fifteen (15) day period, or after such designation is made if made in a shorter period of time, only the portions of the deposition so designated will continue to receive Confidential or Highly Confidential treatment hereunder in accordance with their designation.

10. Should the need arise for any of the Parties to disclose Confidential Information or Highly Confidential Information during any hearing or trial before the Court, including through

argument or the presentation of evidence, such Party shall notify all other Parties and only upon a showing of good cause, will the information be deemed Confidential or Highly Confidential. Such a showing may be made by application to the court by motion or order to show cause.

11. This Stipulation shall not preclude counsel for the Parties from using (a) during any deposition in this action, any documents or information which have been designated as “Confidential Information” under the terms hereof or (b) during a deposition of an adverse witness, documents or information which have been designated as “Highly Confidential Information” under the terms hereof where counsel taking the deposition of such adverse witness has a good faith and reasonable basis to use such Highly Confidential Information and reasonably and in good faith believes that questioning the witness regarding the document or information is necessary and that doing so would not cause competitive harm provided, however, counsel for the Producing Party does not need a good faith reasonable basis to use such Highly Confidential Information nor a reasonable, good faith belief that questioning the witness regarding the document or information is necessary or that doing so would not cause competitive harm. Notwithstanding anything in this agreement to the contrary, the Producing Party may show the Receiving Party Highly Confidential Information without the need for prior written consent. Nothing in this section shall prohibit showing a Producing Party’s Highly Confidential Information to the Producing Party. Highly Confidential Information shall not be disclosed or shown to a Receiving Party during any deposition at which an adverse Producing Party’s “Highly Confidential Information” is used unless such Highly Confidential Information has previously been furnished, shown or disclosed to such Receiving Party in accordance with the terms of this Stipulation or the Highly Confidential Information was referenced by a Producing Party in questioning of the Receiving Party. Any court reporter and deposition witness who is given access to Confidential Information of Highly

Confidential Information shall, prior thereto, be provided with a copy of this Stipulation and shall execute the certificate annexed hereto. Counsel for the Party obtaining the certificate shall supply a copy to counsel for the other Parties.

12. A Party may designate as Confidential Information or Highly Confidential Information subject to this Stipulation any document, information, or deposition testimony produced or given by any non-party to this case, or any portion thereof. In the case of Documents, designation shall be made by notifying all counsel in writing of those documents which are to be stamped and treated as such at any time up to fifteen (15) days after actual receipt of copies of those documents by counsel for the Party asserting the confidentiality privilege. In the case of deposition testimony, designation shall be made by notifying all counsel in writing of those portions which are to be stamped or otherwise treated as such at any time up to fifteen (15) days after the transcript is received by counsel for the Party asserting the confidentiality privilege. Prior to the expiration of such fifteen (15) day period (or until a designation is made by counsel, if such a designation is made in a shorter period of time), all such documents shall be treated as Highly Confidential Information.

13. (a) A Receiving Party who seeks to file with the Court any deposition transcripts, exhibits, answers to interrogatories, and other documents which have previously been designated as comprising or containing Confidential Information or Highly Confidential Information, and any pleading, brief or memorandum which reproduces, paraphrases or discloses Confidential Information or Highly Confidential Information, shall provide all other Parties (and any non-party Producing Party) with seven (7) days' written notice of its intent to file such material with the Court, so that the Producing Party may file by Order to Show Cause a motion to seal such Confidential Information or Highly Confidential Information asserting good cause for filing a

redacted version of the document or filing such documents under seal. If provisional sealing status is employed, then the Order to Show Cause shall also include a Temporary Restraining Order maintaining such status pending a ruling on the motion to seal.

(b) Any Party filing a motion to seal shall, contemporaneously with or prior to making the motion, provide the other parties and the Court with a complete and unredacted version of the filing and a version of the filing with highlighted proposed redactions.

(c) In the event the Producing Party's motion to seal is granted, the filing party (or, as appropriate, non-party) shall ensure that all documents (or, if directed by the court, portions of documents) that are the subject of the order to seal are filed in accordance with the procedures that govern the filing of sealed documents on the NYSCEF system. If the Producing Party's timely motion to seal is denied, then the party (or, as appropriate, non-party) making the filing shall file unredacted versions of such documents.

(d) All pleadings, briefs or memoranda which reproduce, paraphrase or disclose any documents which have previously been designated by a Party as comprising or containing Confidential Information or Highly Confidential Information, shall identify such documents by the production number ascribed to them at the time of production.

14. Any person receiving Confidential Information or Highly Confidential Information shall not reveal or discuss such information to or with any person not entitled to receive such information under the terms hereof.

15. Any document or information that may contain Confidential Information or Highly Confidential Information that has been inadvertently produced without identification as to its "Confidential" or "Highly Confidential" nature as provided in paragraphs 2 and/or 12 of this Stipulation, may be so designated by the Party asserting the confidentiality privilege by written



notice to the undersigned counsel for the Receiving Party identifying the document or information as “Confidential” or “Highly Confidential” within a reasonable time following the discovery that the document or information has been produced without such designation.

16. Extracts and summaries of Confidential Information or Highly Confidential Information shall also be treated as such in accordance with the provisions of this Stipulation.

17. The production or disclosure of Confidential Information or Highly Confidential Information shall in no way constitute a waiver of any Party’s right to object to the production or disclosure of other information in this action or in any other action.

18. In connection with their review of electronically stored information and hard copy documents for production (the “Documents Reviewed”), the Parties agree as follows:

(a) to implement and adhere to reasonable procedures to ensure Documents Reviewed that are protected from disclosure pursuant to CPLR 3101(c), 3101(d)(2) and 4503 (“Protected Information”) are identified and withheld from production;

(b) if Protected Information is inadvertently produced, the Producing Party shall take reasonable steps to correct the error, including a request to the Receiving Party for its return;

(c) upon request by the Producing Party for the return of Protected Information inadvertently produced the Receiving Party shall promptly return the Protected Information and destroy all copies thereof. Furthermore, the Receiving Party shall not challenge either the adequacy of the Producing Party’s document review procedure or its efforts to rectify the error, and the Receiving Party shall not assert that its return of the inadvertently produced Protected Information has caused it to suffer prejudice; and

(d) if the Receiving Party becomes aware during the review of any Documents Reviewed that such Documents Reviewed are likely to be or contain Protected Information, the Receiving Party shall within seven (7) days notify the Producing Party and sequester the material until the Producing Party has had a reasonable opportunity to respond.

19. This Stipulation is entered into without prejudice to the right of any Party to seek relief from, or modification of, this Stipulation or any provisions thereof by properly noticed motion to the Court or to challenge any designation of confidentiality as inappropriate under the Civil Practice Law and Rules or other applicable law.

20. The provisions of this Stipulation shall, absent prior written consent of each of the Parties, continue to be binding after the conclusion of this action, except: (a) that there shall be no restriction on documents that are used in Court (unless such exhibits are permitted by court order to be filed under seal or redacted); and b) that a Party may seek the written permission of the Producing Party or further order of the Court with respect to dissolution or modification of the Stipulation.

21. Nothing herein shall be deemed to waive any privilege recognized by law or shall be deemed an admission as to the admissibility in evidence of any facts or documents revealed in the course of disclosure.

22. Within sixty (60) days after the final termination of this litigation by settlement or exhaustion of all appeals, all Confidential Information and Highly Confidential Information produced or designated and all reproductions thereof, shall be returned to the Producing Party or shall be destroyed, at the option of the Producing Party. In the event that any Party chooses to destroy physical objects and documents, such Party shall certify in writing within sixty (60) days of the final termination of this litigation that it has undertaken its best efforts to destroy such

physical objects and documents, and that such physical objects and documents have been destroyed to the best of its knowledge. Notwithstanding anything to the contrary, counsel of record for the Parties may retain one copy of documents constituting work product, a copy of pleadings, motion papers, discovery responses, deposition transcripts and deposition and trial exhibits. This Stipulation shall not be interpreted in a manner that would violate any applicable canons of ethics or codes of professional responsibility. Nothing in this Stipulation shall prohibit or interfere with the ability of counsel for any Party, or of experts specially retained for this case, to represent any individual, corporation, or other entity adverse to any Party or its affiliate(s) in connection with any other matters.

23. This Stipulation may be changed by further order of this Court and is without prejudice to the rights of a Party to move for relief from any of its provisions, or to seek or agree to different or additional protection for any particular material or information.

Dated: New York, New York  
\_\_\_\_\_, 20\_\_

[signature blocks]

**SO ORDERED:**

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, JSC

**EXHIBIT A**  
**TO SO-ORDERED CONFIDENTIALITY STIPULATION**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

_____	:	
and	:	<b>Index No.     /20__</b>
,	:	
Plaintiffs,	:	<b>AGREEMENT WITH RESPECT</b>
v.	:	<b>TO CONFIDENTIAL INFORMATION</b>
	:	IAS Part __
	:	(_____, J.)
,	:	
Defendants.	:	

I, \_\_\_\_\_, state that:

1. My address is \_\_\_\_\_.

2. My present employer is \_\_\_\_\_.

3. My present occupation or job description is \_\_\_\_\_.

4. I have received a copy of the STIPULATION FOR THE PRODUCTION AND EXCHANGE OF CONFIDENTIAL INFORMATION (the "Stipulation") entered in the above-entitled action on \_\_\_\_\_.

5. I have carefully read and understand the provisions of the Stipulation.

6. I will comply with all of the provisions of the Stipulation.

7. I will hold in confidence, will not disclose to anyone not qualified under the Stipulation, and will use only for purposes of this action, any Confidential Information or Highly Confidential Information that is disclosed to me.

8. I will return all Confidential Information or Highly Confidential Information that comes into my possession, and documents or things that I have prepared relating thereto, to counsel for the party by whom I am employed or retained, or to counsel from whom I received the Confidential Information or Highly Confidential Information.

9. I hereby submit to the jurisdiction of this court for the purpose of enforcement of the Stipulation in this action.

Dated:

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