

CAUSE NO.366-04941-2019

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|-----------------------------|---|------------------------------------|
| SHARING SERVICES GLOBAL | § | IN THE DISTRICT COURT OF |
| CORPORATION f/k/a | § | |
| SHARING SERVICES, INC., | § | |
| ELEPRENEURS U.S., LLC f/k/a | § | |
| ELEPRENEUR, LLC and | § | |
| ELEVACITY U.S., LLC f/k/a | § | |
| ELEVACITY GLOBAL, LLC, | § | 366 th JUDICIALDISTRICT |
| | § | |
| Plaintiffs, | § | |
| | § | |
| v. | § | |
| | § | |
| ROBERT OBLON, | § | |
| | § | |
| Defendant. | § | COLLIN COUNTY, TEXAS |

AGREED PROTECTIVE ORDER

WHEREAS, the parties to this action are presently engaged in discovery;

WHEREAS, the parties may request production of certain documents or other information which the opposing party claims to be proprietary, confidential or sensitive;

WHEREAS, the parties may need to file with the Court certain documents or other information which may be proprietary, confidential or sensitive; and

WHEREAS, the parties mutually desire to establish a procedure to limit disclosure of certain documents to the parties for purpose of the litigation or in some cases to the counsel for the parties to this action (hereinafter referred to as

“Receiving Counsel”) and other specified recipients without revealing the same to third parties.

NOW, THEREFORE, the parties through their undersigned counsel, hereby stipulate and agree to the following terms and to the entry by the Court of this Agreed Protective Order as follows:

1. Whenever possible, the parties will attempt to produce documents and provide other information in a format that safeguards proprietary, confidential, or sensitive information.

2. Parties may designate documents and other responses to discovery requests as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” when such designation is in good faith and made in order to safeguard proprietary, confidential or sensitive information. Said materials and all copies thereof, and all information derived therefrom, including but not limited to the documents, notes, abstracts, and summaries thereof, are hereinafter referred to as “CONFIDENTIAL MATERIALS” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY MATERIALS.” Information which is independently derived by any party from non-confidential sources is not subject to the terms of this Agreed Protective Order.

3. Information may be designated as “CONFIDENTIAL MATERIALS” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY MATERIALS” within the meaning of this Agreed Protective Order in the following ways:

- (a) the parties have agreed or will agree to produce documents or other discovery materials which are proprietary and which the parties believe should be subject to protection. In the case of these types of documents, and the information contained therein, designation shall be made by means of the following legend placed on any such document: “CONFIDENTIAL MATERIALS” or another phrase containing the word “Confidential.”
- (b) the parties have agreed or will agree to produce documents or other discovery materials which are particularly sensitive and which the parties believe should be subject to a very high level of protection. In the case of these types of documents, and the information contained therein, designation shall be made by means of the following legend placed on any such document: “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” or another phrase containing the words “Attorneys’ Eyes Only.” Said materials shall be treated in the same manner as other “CONFIDENTIAL MATERIALS” except that their disclosure shall be limited as provided in paragraph 6. If such designation of any

documents or other discovery materials as “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” is challenged by the receiving party, then the party designating the document or other discovery material as “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” must sustain the burden of establishing that its legitimate interests cannot be adequately protected unless the “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” restrictions are applied.

4. Within 30 days after receiving any item designated as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY,” Receiving Counsel may challenge the designation by first conferring with counsel for the other party and if agreement cannot be reached, by a notice and motion, seeking a determination by the Court. The challenged material will continue to be treated as “CONFIDENTIAL MATERIALS” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” if so designated until either: (1) Receiving Counsel and counsel for the other party agree otherwise or (2) the Court orders otherwise.

5. “CONFIDENTIAL MATERIALS” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY MATERIALS” shall be handled in accordance with this Agreed Protective Order by all parties. Compliance with this Agreed Protective Order will not constitute an admission that the “CONFIDENTIAL MATERIALS” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY MATERIALS” do in fact

contain a trade secret or other confidential research, development, commercial, financial or proprietary information, and no presumptions contrary to applicable law and court rules shall arise concerning the nature of any materials affected hereby, or the admissibility thereof. However, all “CONFIDENTIAL MATERIALS” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY MATERIALS” shall be treated as confidential and in accordance with this Agreed Protective Order until, upon notice and motion, this Court shall order otherwise.

6. Receiving Counsel shall use “CONFIDENTIAL MATERIALS” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY MATERIALS” solely for the purpose of this litigation. Except as provided below or as further ordered by the Court, or as further agreed by the parties in writing, Receiving Counsel shall restrict disclosure of “CONFIDENTIAL MATERIALS” to: (1) lawyers, paralegals, secretaries, and clerical assistants employed by Receiving Counsel; (2) experts retained by Receiving Counsel for purposes of this litigation; (3) witnesses during testimony, except that reasonable notice must be given to opposing counsel before such use of Confidential Material and if counsel objects, then the matter will be decided by the Court before “CONFIDENTIAL MATERIALS” will be disclosed to the witness; and (4) clients of Receiving Counsel who are parties to this action (including, in the case of corporate clients, those corporate directors, officers, or employees whose participation in the preparation or conduct of this litigation is

deemed appropriate by counsel). Said lawyers, paralegals, secretaries, clerical assistants, witnesses, experts, parties, and directors, officers, and employees of parties are hereinafter referred to as Secondary Recipients. Except upon agreement by Counsel or further Order of the Court, “CONFIDENTIAL-ATTORNEYS’ EYES ONLY MATERIALS” shall be treated in the same manner as other “CONFIDENTIAL MATERIALS” as described throughout this Agreed Protective Order except that they may not be disclosed to clients as set forth in paragraph 6(4) above.

7. As a condition precedent to disclosing “CONFIDENTIAL MATERIALS” to any Secondary Recipient identified in paragraph 6(2)-(4) above, Receiving Counsel shall provide such person a copy of this Agreed Protective Order, to be retained for future reference, and obtain consent, as hereinafter specified, from such person by having that person sign and date a copy of this Agreed Protective Order with the hereinafter stated certification. Such recipient shall submit to the jurisdiction of the 366th Judicial District Court, Collin County, Texas for purposes of this Court’s issuing all necessary orders to implement, enforce, or modify this Agreed Protective Order. Each such Secondary Recipient of “CONFIDENTIAL MATERIALS” subject to this Agreed Protective Order shall sign and date a copy of this Agreed Protective Order bearing the following certification:

I do hereby certify that I have carefully read the foregoing Agreed Protective Order and understand the terms and conditions set forth therein. I agree to abide by the terms of the foregoing Order and promptly to inform Receiving Counsel of any violations of which I become aware. I submit to the jurisdiction of the 366th Judicial District Court, Collin County, Texas for the purposes of implementation and enforcement of the foregoing Agreed Protective Order.

Receiving Counsel shall keep a signed certification for each such Secondary Recipient to whom disclosure of “CONFIDENTIAL MATERIALS” is made. With the exception of purely consulting expert witnesses, the certifications will be made available upon request by any counsel or by any party, or by Order of the Court. Receiving Counsel may disclose “CONFIDENTIAL MATERIALS” to Secondary Recipients identified in paragraph 6(1) above, provided that Receiving Counsel retains responsibility to prevent unauthorized disclosure of “CONFIDENTIAL MATERIALS.”

8. Secondary Recipients shall use “CONFIDENTIAL MATERIALS” only for the purpose of assisting Receiving Counsel in the preparation or conduct of this litigation, for preparation for testimony in this litigation, or for preparation of deposition transcripts in this litigation. “CONFIDENTIAL MATERIALS” shall not be disclosed by Secondary Recipients, now or any time in the future, in whole or in part, to anyone other than the Court and individuals already having access to the “CONFIDENTIAL MATERIALS” in compliance with this Agreed Protective Order

unless compelled to do so as a result of court order, subpoena, or other lawful process and then only with notice to parties before producing.

9. No “CONFIDENTIAL MATERIALS” shall be used and no testimony designated as “CONFIDENTIAL” shall be given at any deposition unless all persons present are authorized Secondary Recipients under paragraphs 6 and 7. Those portions of the transcript of any deposition which discuss or refer to “CONFIDENTIAL MATERIALS,” or which include testimony which any party designates as “CONFIDENTIAL” shall be treated as “CONFIDENTIAL MATERIALS” in accordance with this Agreed Protective Order.

10. “CONFIDENTIAL MATERIALS” shall not be duplicated by any means except that Receiving Counsel may make or have made such copies as are necessary for working copies. Each Secondary Recipient shall return all “CONFIDENTIAL MATERIALS” to Receiving Counsel when the work of the Secondary Recipient has been completed. Receiving Counsel shall retain returned documents in accordance with the terms of this Agreed Protective Order until the litigation has been concluded.

11. Receiving Counsel and all Secondary Recipients shall maintain “CONFIDENTIAL MATERIALS” such a manner that they are not accessible to persons who have not satisfied the conditions precedent to disclosure set forth in paragraph 7.

12. At the conclusion of this litigation, all “CONFIDENTIAL MATERIALS” possessed by any Secondary Recipient shall be returned directly and immediately to Receiving Counsel, and each such Secondary Recipient shall certify in writing to Receiving Counsel that all such “CONFIDENTIAL MATERIALS” have been so returned. Receiving Counsel shall promptly ascertain that all “CONFIDENTIAL MATERIALS” have been returned from all individuals to whom they were made available and shall promptly take steps to insure that all “CONFIDENTIAL MATERIALS” are: (1) completely shredded, burned, or destroyed (2) returned to counsel for the party which originally produced the “CONFIDENTIAL MATERIALS;” or (3) specifically designated in a motion to the Court for an Order permitting retention, subject to the protective provisions of this Agreed Protective Order, for a period of time to be specified in the motion. Receiving Counsel will thereupon certify in writing to counsel for the party which produced the “CONFIDENTIAL MATERIALS” that the destruction or return of all such documents, except as specified in the motion for retention, has been accomplished.

13. Receiving Counsel shall promptly report to the Court all known details of any violation of this Agreed Protective Order of which he is aware and shall notify other counsel that a violation may have occurred and the manner in which it occurred. The report to the Court shall be made under seal to the Court, and shall

not be made accessible to other counsel except upon notice, motion, and order of the Court.

14. Except pursuant to further Order of this Court or agreement of the parties, "CONFIDENTIAL MATERIALS" or "CONFIDENTIAL-ATTORNEYS' EYES ONLY MATERIALS" disclosed to the Court shall be provided to the clerk of the court for filing under seal and marked "CONFIDENTIAL-TO BE OPENED ONLY BY COURT ORDER," and shall not be available for inspection except by the Court and counsel for the parties herein.

15. This Order shall be binding upon any additional parties to this litigation represented by the same undersigned counsel.

16. This Order shall apply retroactively to any previously produced discovery products or testimony; provided that, such previously produced discovery products or testimony are designated as "CONFIDENTIAL MATERIALS" or "CONFIDENTIAL-ATTORNEYS' EYES ONLY MATERIALS" in accordance with the terms of this Order.

12/13/2019
Date: October __, 2019



JUDGE PRESIDING

AGREED AS TO FORM AND ENTRY REQUESTED

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