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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Don Addington, <i>et. al.</i> ,)	Case No.: CV-13-00471-PHX-ROS
)	
Plaintiffs,)	PROTECTIVE ORDER
)	
v.)	
)	
US Airline Pilots Association, <i>et. al.</i> ,)	
)	
Defendants.)	
)	

Good cause appearing,

IT IS ORDERED the Parties’ Stipulation (**Doc. 169**) is **APPROVED**. The parties shall comply with the following terms:

1. The following definitions apply to this Protective Order:

Except where the context dictates otherwise, the term “party” means (i) defendant USAPA, and (ii) plaintiffs Don Addington, John Bostic, Mark Burman, Afshin Iranpour, Roger Velez, Steve Wargocki, Michael J. Soha, Rodney Albert Brackin, and George Maliga. Except as expressly provided below, no other individual or entity shall be entitled to receive “confidential” documents even if such individual or entity subsequently becomes a party or enters an appearance in this litigation.

1 a. “Non-Disclosure Agreement” means collectively: (1) the Non-
2 Disclosure Agreement between USAPA and US Airways Group, Inc. on December 5,
3 2013; and (2) the Non-Disclosure Agreement between USAPA and AMR Corporation,
4 dated December 11, 2012.

5 b. “MOU” means the Memorandum of Understanding that was entered
6 into in or around February 2013 by USAPA, the Allied Pilots Association, AMR
7 Corporation, and US Airways.

8 c. The term “CONFIDENTIAL” means:

9 i. documents already covered by the Non-Disclosure
10 Agreement, to the extent that the confidentiality of such information is not waived by US
11 Airways Group, Inc. or AMR Corporation;

12 ii. documents that relate to USAPA’s strategic decisions to
13 prepare for and undertake negotiations with US Airways, and/or the Allied Pilots
14 Association and/or AMR Corporation regarding the MOU, but only to the extent such
15 documents are internal to USAPA, not available to all pilots, not already disclosed to the
16 parties and/or the court;

17 iii. documents that relate to USAPA’s negotiations and
18 negotiation strategies, internal BPR matters or other information the disclosure of which
19 could adversely impact USAPA’s bargaining position with Allied Pilots Association,
20 and/or AMR Corporation and/or US Airways;

21 iv. nonpublic financial, accounting, or budgeting information;

22 v. personal financial and accounting information;

23 vi. nonpublic personal identifying information, including social
24 security numbers, addresses, dates of birth; and

25 vii. nonpublic documents and information concerning trade
26 secrets.
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1 2. Any party or nonparty producing documents, information or things in this
2 action may designate as “CONFIDENTIAL” documents produced, prepared, or
3 discovered in this action that the party or nonparty believes in good faith contain
4 “confidential” material as defined in paragraph “1”. Such designation shall be made at
5 the time documents are produced or copied by another party to this action by stamping
6 the legend “CONFIDENTIAL” on each page of the document that contains information
7 deemed by the producing party to constitute “confidential” information or by indicating
8 in writing to the requesting party that such documents or information are “confidential”.
9 Where a document contains “confidential” information only in part, only the
10 “confidential” portion of the document shall be marked as “CONFIDENTIAL”. To the
11 extent the contents of “confidential” information are revealed in interrogatory responses
12 or in any other form of discovery material, the specific portions of such responses or
13 discovery material that is subject to protection under this Order shall be marked
14 “CONFIDENTIAL”.

16 3. The parties recognize that, during the course of this action, any party may
17 seek additional protection with regard to certain documents or information. Should the
18 parties be unable to agree on the treatment of such documents or information, any party
19 may seek appropriate relief from the court.

20 4. Documents designated “CONFIDENTIAL” pursuant to this Order shall be
21 subject to the following restrictions:
22 a. Such documents shall be used only for purposes of this litigation and
23 not for any business or other purpose whatsoever.
24 b. Such documents shall not be given, shown, made available,
25 discussed or otherwise communicated in any way to anyone other than:
26 i. the Court and its employees, court reporters, and
27 stenographers at depositions;
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1 ii. the Parties, and directors, officers and employees of the
2 parties who are assisting in the preparation of this case for trial and to whom, in the
3 opinion of the attorneys of record, it is necessary to the preparation of the case that such
4 documents be shown;

5 iii. the attorneys for the Parties (including partners, associates,
6 paralegals, clerical and support personnel);

7 iv. experts and consultants retained by attorneys of record for
8 any party to assist in the preparation of this case for trial;

9 v. the following persons requested by plaintiffs: Jeff Koontz,
10 Eric Ferguson, Dave Button, Brian Stockdell and Johan de Vicq provided that each such
11 individual agrees to the terms of this Order and executes Exhibit A to this Order prior to
12 being shown any documents;

13 vi. Deponents at depositions in this case, subject to the
14 conditions set forth in paragraph “8”; and

15 vii. witnesses to be called at trial or persons who provide
16 declarations, but only as considered necessary in good faith by the disclosing party for
17 such person’s testimony or declaration or preparation thereof and subject to the
18 conditions set forth below; and

19 viii. any expert witness or consultant who has prepared or assisted
20 in the preparation of any particular document produced by the parties, provided that the
21 individual agrees to the terms of this Order and executes Exhibit A to this Order prior to
22 being shown any documents.

23 5. Each person (other than Court officials and clerical or support personnel on
24 behalf of the attorneys in this action) who is permitted to view documents designated
25 “CONFIDENTIAL” as provided herein, shall first be (i) shown a copy of this Order; (ii)
26 advised that the information contained in the documents is deemed to be “confidential”;
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1 (iii) informed that an unauthorized disclosure of the information in the documents may
2 constitute a contempt of this Court; and (iv) must execute the acknowledgement attached
3 hereto as Exhibit A prior to viewing any documents marked "CONFIDENTIAL".

4 6. Parties receiving documents or information designated "CONFIDENTIAL"
5 shall maintain reasonable security measures to prevent the unauthorized disclosure or
6 dissemination of, or access to, the information contained therein. Information and items
7 designated "CONFIDENTIAL" may only be used in this action. Under no circumstances
8 may information and items designated "CONFIDENTIAL" be disclosed, referenced,
9 quoted, introduced, or used in any manner in any other action without the express written
10 consent of the producing party or its legal representatives.

11 7. Any party may object to the designation of any document as
12 "CONFIDENTIAL" by stating its objection (including a statement of the legal or factual
13 basis for the objection) in writing to the party making the designation within four (4)
14 business days of its receipt of the disputed document. Upon receipt of objection, the
15 designating party shall within three (3) days of receiving the objection provide in writing
16 the basis for the CONFIDENTIAL designation. The designating party shall make a good
17 faith effort to resolve the dispute with the party receiving the document. If the parties are
18 unable to reach agreement, the receiving party may within seven (7) days of its receipt
19 move the Court for an order determining the confidentiality of such documents.

20 8. At the time of deposition or within three (3) days after receipt of the
21 deposition transcript (in rough or final form and by any means, including electronic), a
22 party may designate specific portions of the transcript and any videotape as
23 "CONFIDENTIAL" under the standards set forth above. Unless done on the record, the
24 designation shall be in writing and served upon counsel of record within three (3) days
25 after receipt of the deposition transcript. All transcripts and videotapes shall initially be
26 treated as designated "CONFIDENTIAL" during such three (3) day period. Any portion
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1 of transcript pages containing material designated “CONFIDENTIAL” must be
2 separately bound by the court reporter, who must affix to the top of each such page the
3 legend “CONFIDENTIAL” as instructed by the party or non-party offering or sponsoring
4 the witness or presenting the testimony. Any portions of a transcript or video designated
5 as “CONFIDENTIAL” shall thereafter be treated in accordance with this Order.

6 9. Counsel for a party may show documents designated “CONFIDENTIAL”
7 to a deponent during a deposition or to a witness during a trial or hearing without
8 providing prior notice to the producing party, provided that before being shown any
9 designated “CONFIDENTIAL” material, the deponent or witness shall be shown a copy
10 of this Order, together with any amendments hereto, and advised that the information
11 contained in the documents is confidential and informed that an unauthorized disclosure
12 of the information in the documents may constitute contempt of this Court, and shall
13 execute the acknowledgement attached as Exhibit A.
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15 10. Nothing in this Order shall prevent any party or other person from waiving
16 the protection to which he, she, or it is afforded under this Order or from seeking
17 modification of this Order or additional protection for particular documents.

18 11. Nothing contained in this Order and no action taken pursuant to it shall
19 prejudice the right of any party to object to discovery or to contest the alleged relevance
20 or admissibility of the documents produced subject to the terms of this Order.

21 12. Any party intending to file with the Court documents designated
22 “CONFIDENTIAL” shall follow the requirements of LR Civ. 5.6 and shall first attempt
23 in good faith to meet and confer with the party producing such documents to determine if
24 redacted versions of such documents can be prepared that would no longer require a
25 “CONFIDENTIAL” designation and if the parties do not agree, shall follow the
26 procedure set forth in LR 5.6(c).
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1 The provisions of this Order shall survive the conclusion of this action. Within sixty (60)
2 days after final resolution of this action (including the resolution of all appellate
3 proceedings), all documents and copies of all documents (other than exhibits of record)
4 produced that bear "CONFIDENTIAL" designations, and which designations have not
5 been successfully challenged before the Court shall either be returned to the producing
6 party or destroyed at the producing party's election. Upon request of the producing party,
7 all counsel of record who received such documents shall certify compliance herewith and
8 shall deliver the same to counsel for the party who produced the documents not more
9 than sixty (60) days after the final conclusion of this action.
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11 Dated this 27th day of August, 2013.

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15 Roslyn D. Silver
16 Chief United States District Judge
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EXHIBIT A

_____ declares that:

I reside at _____ in the city of _____,
county _____, state of _____;

I am currently employed by _____ located at
_____ and my current job title is _____.

I have read and believe I understand the terms of the Protective Order dated
_____, filed in Case No. CV-13-00471-PHX-ROS, pending in the United States
District Court for the District of Arizona. I agree to comply with and be bound by the
provisions of the Protective Order. I understand that any violation of the Protective
Order may subject me to sanctions by the Court.

I shall not divulge any documents, or copies of documents, designated
“CONFIDENTIAL” obtained pursuant to such Protective Order, or the content of such
documents, to any person or entity other than those specifically authorized by the
Protective Order. I shall not copy or use such documents except for the purposes of this
action and pursuant to the terms of the Protective Order.

As soon as practicable, but no later than thirty (30) days after final termination of
this action, I shall return to the attorney from whom I have received them, any documents
in my possession designated “CONFIDENTIAL” and all copies, excerpts, summaries,
notes, digests, abstracts, and indices relating to such documents.

I submit myself to the jurisdiction of the United States District Court for the
District of Arizona for the purpose of enforcing or otherwise providing relief relating to
the Protective Order.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: _____

Signed: _____