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CAUSE NO. \_\_\_\_\_ IN THE DISTRICT COURT  
Plaintiff §  
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vs. § \_\_\_\_\_ COUNTY, TEXAS  
§  
Defendants. §  
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§ \_\_\_\_\_ JUDICIAL DISTRICT

**AGREED PROTECTIVE ORDER**

Upon agreement by and between Plaintiff, \_\_\_\_\_, and Defendants, \_\_\_\_\_, and with the express consent of Title Data, Inc., and the approval of the Court, pursuant to the Texas Rules of Civil Procedure, IT IS HEREBY ORDERED THAT:

1. All Trade Secret Information and Documents produced or exchanged in the course of this litigation shall be used solely for the purpose of preparation and trial of this litigation and for no other purpose whatsoever and shall not be disclosed to any person except in accordance with the terms hereof.
2. "Trade Secret Information and Documents" as used herein, means those Title Data documents labeled \_\_\_\_\_ whether it be a document, information contained in a document, information revealed during a deposition, information revealed in an interrogatory answer or otherwise, including, but not limited to, notes, video, photocopy, facsimile, transcription, and any other written or electronic record revealing the substance or form of the Trade Secret Information and Documents.
3. Such Trade Secret Information and Documents shall be made available to ONLY the following persons:
  - a. legal counsel for Plaintiff and Defendants, and such counsels' paralegals and office personnel; and
  - b. the Court, court reporters, and court personnel in any further proceeding herein.

All of whom shall be subject to the terms of this Agreed Protective Order.

4. The Parties and their respective legal counsel expressly agree not to distribute, or otherwise permit the copying by or transcription of the Trade Secret Information and Documents by or to any third party. The Trade Secret Information and Documents, and any notes, video, photocopy, facsimile, transcription, and any other written or electronic record revealing the substance or form of the Trade Secret Information and Documents shall be maintained by the Party's legal counsel in their offices.
5. Nothing in this Agreement shall prevent the Parties and their respective legal counsel from taking notes during any hearing, deposition or trial in this matter or from keeping such notes in their own possession. However, the Parties agree not to distribute, or otherwise permit the copying by or transcription of any notes revealing the substance or form of the Trade Secret Information and Documents to any third party.
6. In the event any Party wishes to file or use any part of Trade Secret Information and Documents at any hearing or trial in this matter, such Party agrees to redact all non-relevant information and provide Title Data notice through its counsel, Malcolm D. Gibson, no less than three (3) days prior to such hearing or thirty (30) days notice of such trial.
7. Counsel for Title Data will be notified through its counsel, Malcolm D. Gibson, of the date and time of the pre-trial conference in this matter, and may address the Court at that time regarding appropriate protection of the Trade Secret Information and Documents in the course of the full trial on the merits.
8. Unless otherwise agreed to in writing by the parties or ordered by the Court, all proceedings involving or relating to documents or any other information shall be subject to the provisions of this order.
9. Within one hundred twenty (120) days after conclusion of this litigation and any appeal thereof, any document and all reproductions of the Trade Secret Information and Documents in the possession of any of the persons qualified under Paragraph 3 shall be returned to the producing party, except as this Court may otherwise order or to the extent such information was used as evidence at the trial. As far as the provisions of any protective orders entered in this action restrict the communication and use of the documents produced thereunder, such orders shall continue to be binding after the conclusion of this litigation, except (a) there shall be no restriction on documents that are used as exhibits in Court, unless such exhibits were filed under seal, and (b) a party may seek either the written permission of the producing party or order of the Court with respect to dissolution or modification of such protective orders.
10. Any party designating any person as an expert witness shall have the duty to reasonably ensure that such person observes the terms of this Agreed Protective

Order and shall be responsible upon breach of such duty for the failure of such person to observe the terms of this Agreed Protective Order.

- 11. This Agreed Protective Order is effective upon execution by the Plaintiff's counsel and shall continue in force and effect for no less than one hundred twenty (120) days after conclusion of this litigation and any appeal thereof, unless otherwise ordered by this Court.

Respectfully submitted,

APPROVED AS TO FORM AND SUBSTANCE  
AND CONSENTED TO:

M.D. GIBSON & ASSOCIATES

By: \_\_\_\_\_  
Malcolm D. Gibson  
5120 Woodway Drive, Suite 8002  
Houston, Texas 77056  
Tel. (713) 965-9800  
Fax Number (713) 965-9173

Dated: \_\_\_\_\_

**ATTORNEYS FOR TITLE DATA, INC.**

SIGNED AND ENTERED on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PRESIDING JUDGE