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FILED

AUG 20 2015

Hon. Jared D. Honigfeld
J.S.C. ret., t/a on recall
Morris County

ATLANTIC TECHNOLOGY
ENTERPRISES, INC., a New Jersey
corporation,

Plaintiff,

v.

LINCOLN PARK SAVINGS
BANK, a bank organized under the
laws of the State of New Jersey –
and – DOES I – V, the identities of
whom are not currently known,
Defendants.

SUPERIOR COURT OF NEW JERSEY
JERSEY
LAW DIVISION – MORRIS
COUNTY

DOCKET NO.: MRS-L-2483-14

Civil Action

**STIPULATION AND ORDER RE:
CONFIDENTIALITY OF
DESIGNATED MATERIALS**

The Plaintiff, Atlantic Technology Enterprises, Inc., and the Defendant,
Lincoln Park Savings Bank (each a "Party"; both the "Parties") stipulate and agree
that, absent a Court Order or written stipulation by the Parties to the contrary, this
Stipulation and Order shall govern all production of discoverable documents and
things ("Materials") in the above-captioned case:

1. By way of background, the Parties involved in the above-captioned
litigation expect to exchange highly-confidential and proprietary Materials, the
disclosure of which may unduly invade the privacy of individuals or may be
highly damaging and prejudicial to either or both of the Parties. Accordingly, there
is good cause for this Stipulation and the entry of the Order.

2. Either Party producing Materials, in response to a discovery request or otherwise, in this action may be designated in a manner permitted under the terms of this Stipulation and Order by the person or entity producing, providing, or filing Material. Any third party producing Material in connection with this action may, with the permission of at least one Party and after agreeing in writing to be bound by its terms, designate Material under this Stipulation and Order. All such Material, together with all extracts, printouts or copies thereof, including Material previously disclosed and in the possession of Parties to this action, shall constitute "Designated Material" under this Stipulation and Order and be bound by its terms.

3. Each designation of Material pursuant to this Stipulation and Order shall state whether it claims protection of Designated Material either as: (a) "CONFIDENTIAL" or (b) "CONFIDENTIAL-ATTORNEYS' EYES ONLY."

4. "CONFIDENTIAL" information means information, documents, or things that have not been made public by the disclosing Party and that the disclosing Party (or other producing party) reasonably and in good faith believes, contains or comprises (a) trade secrets, (b) proprietary business information, or (c) information unduly invasive of an individual's legitimate privacy interests.

5. "CONFIDENTIAL-ATTORNEYS' EYES ONLY" means Confidential or proprietary Material (including software and tangible items) that the disclosing Party reasonably and in good faith believes is so highly sensitive that

its disclosure could result in significant competitive or commercial disadvantage to the designating Party or third party or significant competitive or commercial advantage to the receiving Party.

6. Designated Material shall not be used or disclosed for any purposes other than in the course of the litigation of this action and may be disclosed only as follows:

a. Counsel: All Designated Material, including material designated "CONFIDENTIAL-ATTORNEYS' EYES ONLY," may be disclosed to counsel of record for the Parties and their associates, paralegals, and regularly employed office staff.

b. Parties: Material designated "CONFIDENTIAL" may be disclosed to the Parties to this action or officers, directors, members, and/or employees of Parties to this action who have a legitimate need, in conjunction with the management of this litigation, to see such information. Before the disclosure of any Designated Material to representatives of the Parties, each such person must agree in writing, by signing a document substantially in the form of Exhibit A, to be bound by this Stipulation and Order. Designated Material designated as "CONFIDENTIAL-ATTORNEYS' EYES ONLY" may not be disclosed to the Parties unless and until at least ten (10) days prior written notice has been provided to the producing Party and no objection has been received from such producing

Party. In all such cases persons must execute a document substantially in the form of Exhibit A before gaining access to Designated Material designated as “CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”

c. Witnesses or Prospective Witnesses: All Designated Material, including material designated “CONFIDENTIAL-ATTORNEYS’ EYES ONLY,” may be disclosed to any witness or prospective witnesses in this action, but only for purposes of testimony or preparation of testimony in this case, whether at trial, hearing, or deposition provided that material designated “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” may only be disclosed to a witness or prospective witness who (i) authored or is listed as a recipient of the particular material sought to be disclosed to that person, but then only as to specific material which the person authored or received at the time the material was originally created or disseminated, or (ii) is a current employee of the producing Party, (iii) is a former employee of the producing Party, but then only as to specific material to which the person had access during his or her employment; or (iv) with the permission of the producing Party. Before the disclosure of any Designated Material to witnesses or prospective witnesses, each such person must agree in writing, by signing a document substantially in the form of Exhibit A, to be bound by this Stipulation and Order. Notwithstanding the foregoing, no copies of Designated Materials

designated “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” may be retained by witnesses.

d. Outside Experts: Designated Material designated as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” may be disclosed to experts selected by the Parties if, at least ten (10) business days prior written notice has been provided to the producing Party. However, in all cases experts must execute a document substantially in the form of Exhibit A before gaining access to Designated Material designated as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”

e. Court Personnel: All Designated Material designated as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” provided to the Court may be disclosed to and viewed by appropriate Court personnel as necessary, subject only to any conditions imposed upon them by the Court provided, however, that the Parties may request the imposition of conditions upon court personnel.

f. Other Persons: Designated Material designated as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” may be disclosed to any other persons only upon the prior, written agreement of the producing Party and the Parties and subject to such conditions as may be agreed between the producing Party and the persons wishing disclosure. All such persons

shall, at the very least, be required to execute a document substantially in the form of Exhibit A before gaining access to Designated Material designated as "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS' EYES ONLY."

7. Parties having custody of any Designated Material shall maintain it in a manner that limits access to persons who, pursuant to this Stipulation and Order, are permitted such access. Counsel for the Parties shall make each signed Exhibit A available to the other Party within ten (10) business days after the conclusion of the case or the earlier request of the other Party to investigate a possible violation thereof.

8. Materials shall be designated by placing, stamping, or marking the legend "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS' EYES ONLY" or similar words clearly identifying the category of Designated Material for which protection is sought under the terms of this Stipulation and Order. The legend should be placed on each page of the document prior to production of the document. Other items shall be prominently marked in a reasonably equivalent way. Designated Material not reduced to documentary, tangible, or physical form or which cannot be conveniently designated in the manner set forth herein shall be designated by the producing Party by informing the receiving Party in writing of its designation as "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS' EYES ONLY" Material.

9. A Party shall not be obligated to challenge the propriety of a designation at the time made and the failure to do so shall not preclude a subsequent challenge thereto. Any Party may request in writing to the Party who produced the Designated Material that the designation be modified or withdrawn. If the producing Party does not agree to the re-designation within ten (10) business days of receipt of the written request, the objecting Party may apply to the Court for relief. Upon any such application to the Court for relief, the burden shall be on the producing Party to show why the designation is appropriate. Before serving a written challenge, the objecting Party must attempt in good faith to meet and confer with the producing Party in an effort to resolve the matter informally. The Court may award sanctions on a motion concerning the designation if it finds that any Party's position with respect to a designation was taken without substantial justification.

10. Deposition transcripts, or portions, thereof may be designated either (a) when or before the testimony is recorded, in which case the transcript of the designated testimony shall be bound in a separate volume and marked by the reporter, as the producing Party may direct, or (b) by captioned, written notice to the reporter and all counsel of record, given within ten (10) business days after the reporter sends written notice that the transcript is available for review, in which case all counsel receiving such notice shall be responsible for marking the copies

of the designated transcript or portion thereof in their possession or control as directed by the producing Party. Pending expiration of the ten (10) business days, the deposition transcript shall be treated as if it had been designated "CONFIDENTIAL-ATTORNEYS' EYES ONLY." Where testimony is designated at a deposition, the producing Party may exclude from the deposition all persons other than those to whom the Designated Material may be disclosed pursuant to this Stipulation and Order. Any Party may mark Designated Material as a deposition exhibit and examine any witness thereupon, provided that the deposition witness is one to whom the Designated Material may be disclosed pursuant to this Stipulation and Order and the exhibit and related transcript pages receive the same designation as the original Designated Material.

11. If it becomes necessary to file Designated Material with the Court, a Party must comply with all applicable rules for filing such Designated Material under seal.

12. Offering or submitting any pleadings or other papers disclosing or containing Designated Material to the Court shall not waive the designated status of any such information. The Court shall determine how Designated Material shall be treated during trial and other hearings as it deems appropriate.

13. Upon final termination of this action and at the written request of the Party designating the Material, all Designated Material and all copies thereof shall

be returned to counsel of record for the Party that produced the Material or, in the case of deposition testimony regarding designated exhibits, the counsel of record for the producing Party, or in the alternative, the receiving Party shall provide to the producing Party a certification that all such materials have been destroyed.

14. The inadvertent or unintentional production of documents containing, or otherwise disclosing, private, proprietary or secret information without being designated in accordance with this Stipulation and Order at the time of production or disclosure shall not be deemed a waiver in whole or in part of a producing Party's claim of privacy, confidentiality or secrecy, either as to the specific information disclosed or as to any other information relating thereto or on the same or related subject matter. Any error in designation or in failing to designate shall be corrected within a reasonable time after the producing Party becomes aware of any such error.

15. If any Party is subpoenaed or subject to any other demand or legal process seeking Designated Material in its possession (other than its own confidential information), that receiving Party shall give prompt written notice, by hand, facsimile or electronic transmission, to the producing Party within ten (10) business days of receipt of such subpoena, demand, or legal process, and shall object to its production to the extent permitted by law until such time as the producing Party may take action to protect the Designated Material .

16. The restrictions imposed by this Stipulation and Order may be modified or terminated only by written stipulation of the Parties or by an order of this Court. This Stipulation and Order shall survive termination of this action.

Agreed and accepted:

STEVENS & LEE, P.C.

By: 

Elliott J. Stein

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(609) 243-9111

ATTORNEYS FOR PLAINTIFF

WATERS, McPHERSON, McNEILL

By: 

Nicholas I. Filocco

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Secaucus, New Jersey 07096-1560
Phone No. (201) 863-4400

ATTORNEYS FOR DEFENDANT

ORDER

So ordered on this 20th day of August, 2015.

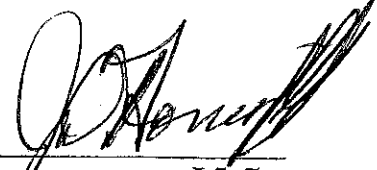

Hon. Jared D. Honig J.S.C.
J.S.C. ret., Va on recall

EXHIBIT A

ATLANTIC TECHNOLOGY	:	SUPERIOR COURT OF NEW
ENTERPRISES, INC., a New Jersey	:	JERSEY
corporation,	:	LAW DIVISION – MORRIS
	:	COUNTY
Plaintiff,	:	
	:	DOCKET NO.: MRS-L-2483-14
v.	:	
	:	<u>Civil Action</u>
LINCOLN PARK SAVINGS	:	
BANK, a bank organized under the	:	
laws of the State of New Jersey –	:	
and – DOES I – V, the identities of	:	
whom are not currently known,	:	
Defendants.	:	

CONSENT FORM

I hereby acknowledge that I am to have access to information designated in this action as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” Material, if permitted by the terms of the Parties’ Stipulation and Order. I certify my understanding that such information has been provided to me pursuant to the terms and restrictions of the Stipulation and Order, including paragraph 6 thereof, and that I have been given a copy of and have read said Stipulation and Order and agree to be bound by the terms thereof.

Dated: _____

Signature: _____

Print Name: _____

Address: _____