

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

United States Securities and Exchange Commission,)	No. 09 CV 3333 (MJD/JJK)
)	
Plaintiff,)	
)	
v.)	
)	
Trevor G. Cook, and Patrick J. Kiley, et al.,)	
)	
Defendants,)	
)	
and)	
)	
Basel Group, LLC, et al.,)	
)	
Relief Defendants.)	
)	
U.S. Commodity Futures Trading Commission,)	No. 09 CV 3332 (MJD/JJK)
)	
Plaintiff,)	
)	
v.)	
)	
Trevor Cook d/b/a Crown Forex, LLC,)	
Patrick Kiley d/b/a Crown Forex, LLC, et al.,)	
)	
Defendants.)	
)	
)	

**PROTECTIVE ORDER REGARDING DOCUMENTS
RELATING TO PAYMENT OF ATTORNEYS' FEES AND COSTS**

IT IS HEREBY ORDERED THAT:

1. **HIGHLY-CONFIDENTIAL DOCUMENTS.** All documents (a) constituting or containing any agreement regarding the payment of attorneys' fees or costs relating to this action; and/or (b) containing any reference to any party's actual or prospective payment of attorneys' fees and costs relating to this action, shall be regarded as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

2. **Accessibility.** "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" documents shall not be disclosed to any person except to the following persons:

- (a) Counsel of record for the respective parties in this action, and the attorneys, paralegals, and staff employed by counsel who have been assisting in the conduct of this action; and
- (b) The Court and its personnel (including, without limitation, court reporters);
- (c) Any person who is an author, addressee, or copy recipient of the document;
- (e) Any mediator or arbitrator engaged by the parties to this Action or appointed by the Court; and

(f) Any other persons as all parties hereto may agree to in writing or as the Court may order.

3. **Duplication.** No individual shall make copies, extracts, or summaries of any HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY document during the course of this litigation except to the minimum extent necessary for use as permitted by this Protective Order. Each such copy or other paper shall be conspicuously marked with an appropriate Legend signifying its “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” status. Counsel and all persons to whom such copies, extracts, or summaries are produced or disclosed shall take all reasonable and appropriate precautions to avoid loss and/or inadvertent disclosure of such material.

4. **Limitation of Use.** No person shall use any “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” document for any purpose other than for use in this action.

5. **Confidential Information Subpoenaed or Ordered Produced in Other Litigation.** If a party is served with a subpoena or an order issued in other litigation that would compel disclosure of any HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY document in this action, the receiving party must so notify the designating party, in writing (by email, if possible) immediately and in no event more than three (3) court days after receiving the subpoena or order.

Such notification must include a copy of the subpoena or court order and afford the producing party a reasonable opportunity to try to protect its confidentiality interests in the court from which the subpoena or order issued.

The receiving party also must immediately notify, in writing, the party who caused the subpoena or order to issue in the other litigation that some or all the material covered by the subpoena or order is the subject of this Protective Order. In addition, the receiving party must deliver a copy of this Protective Order promptly to the party in the other action that caused the subpoena or order to issue. The receiving party shall not disclose any document designated HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY without giving three (3) court days notice of the intended disclosure to all parties hereto.

6. **Filing Under Seal.** All documents designated HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY shall be filed under seal with this Court.

7. **Duration and Termination.** Even after the termination of this litigation, the confidentiality obligations imposed by this Protective Order shall remain in full force and effect unless or until it is modified, superseded, or terminated on the record by agreement of all parties hereto, in writing by all parties hereto, or by order of the Court.

Within sixty (60) days after the final termination of this action, which includes any final judicial appellate review, each receiving party must return to the producing party

any and all documents designated HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY, and all copies, summaries, and extracts of the same or shall certify by the sixty (60) day deadline the return of such material. At the written election of the producing party, such documents or materials may be destroyed instead of returned. The party returning or destroying such documents or materials must submit a written certification to the producing party (and, if not the same, the designating party) within the same above-referenced sixty (60) day period that such documents and/or materials were to be returned or destroyed, as elected by said producing and/or designating party.

Dated: January 29, 2010

s/ Michael J. Davis
Chief Judge Michael J. Davis
United States District Court