



WHEREAS, the Roman Catholic Church of the Diocese of Baton Rouge and its insurers contend that Roman Catholic Church of the Diocese of Baton Rouge's files of its clerks and employees are confidential and proprietary as hereinafter defined;

WHEREAS, the Plaintiff disputes that the requested documents are confidential or subject to any confidentiality requirements;

WHEREAS, the documents as maintained by the Defendants are not marked confidential but shall be marked confidential for purposes of this litigation; and

WHEREAS, the Roman Catholic Church of the Diocese of Baton Rouge and its insurers require that the confidentiality of the documents and/or materials, and the information contained in the documents and materials be maintained as well as the confidentiality of the fact of the existence of the documents and materials and their description and identity; and

**IT IS HEREBY ORDERED THAT:**

1. At such time as Roman Catholic Church of the Diocese of Baton Rouge and its insurers deliver to plaintiff and plaintiff's attorneys Roman Catholic Church of the Diocese of Baton Rouge's files, Roman Catholic Church of the Diocese of Baton Rouge and its insurers shall mark these documents, materials, or information as "confidential." Confidential documents and materials shall be so designated by prominent markings placed on each document or item at or before the time the document or item is divulged or produced for inspection.

2. The parties and their attorneys shall not give, show or otherwise directly or indirectly disclose any such confidential documents, materials or information produced by the Defendants and its insurers in this action, or the substance thereof, or the existence thereof, or any copies, prints, negatives or summaries thereof, and will not disclose the fact of the existence

thereof, to any entity or person. Any disclosure of these protected materials in violation of this Order will be punishable as a direct contempt. Each third party to whom disclosures are made shall be considered a separate violation of the Order.

3. Upon completion of the trial and any appeals in this action and the satisfaction of any judgment or upon the conclusion of any settlement, the parties and their attorneys shall return to the Defendants and its insurers all confidential materials and all copies of all confidential materials.

4. The parties to this action and their attorneys agree that all objections including, but not limited to, objections based on hearsay, relevancy, materiality, and privilege are reserved and all questions of admissibility may be asserted at the time of trial of any action in which such confidential documents and/or materials are used or proffered should any such party deem it proper.

5. The parties do not waive any rights they may possess to compel further discovery responses or to object to any further discovery requests made by either party.

6. Any confidential documents or materials or copies attached as an exhibit to any deposition taken in this action, and any deposition testimony containing information from confidential documents and materials, and any papers filed with the Court in this action which include or summarize any deposition transcripts, testimony, or exhibits containing confidential information as described herein shall be sealed and protected from disclosure by this Protective Order. The use of such confidential information during depositions in this action does not waive the terms of this Protective Order.

7. Any confidential documents and materials produced during discovery and/or

offered and/or admitted into evidence during pre-trial proceedings, trial, or post-trial proceedings, and any testimony relating to such confidential documents and materials, and any papers filed with the Court in this action which attach, include, or summarize any such confidential information shall be sealed and protected from disclosure by this Protective Order. Such productions and/or offerings and/or admissions into evidence do not waive the terms of this Protective Order.

8. The terms of this Protective Order shall remain fully active until released by written consent of the Defendants and its insurers or by final Order from the Court. The Court shall retain jurisdiction over the parties, this Protective Order, and recipients of confidential documents and materials for the sole purpose of enforcing this Protective Order and adjudicating claims of breaches thereof and administering damages and other remedies related thereto. The provisions of this Protective Order shall continue to be binding as to the confidential documents and materials produced pursuant to it.

Baton Rouge, Louisiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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J U D G E

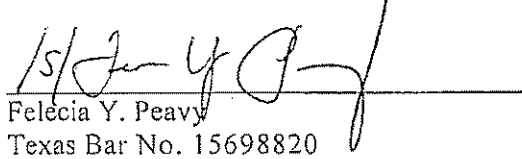
**APPROVED AS TO FORM:**

**ANDRE LAPLACE**

*As/ Andre Laplace*

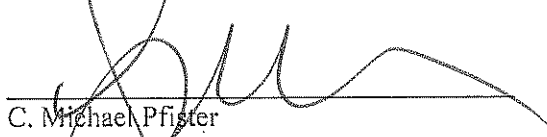
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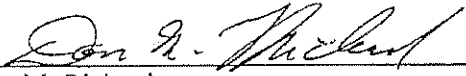
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