

policies, business plans, product or pricing information, marketing information, sales records, sales history, sales strategies, and trade secrets; and discovery material that contains private or personal material, including but not limited to documents regarding customers, potential customers, particular individual employees, compensation, profit distributions, tax returns and all information used to compile tax returns.

2. Non-disclosure and use of Confidential Discovery Material.

(a) Except with the prior consent of the party or other person originally designating discovery material as Confidential (“Producing Person”), no Confidential discovery material, as defined in Paragraph 1(b) of this Order, may be disclosed to any person or used in any manner except as provided in this Order.

(b) When the producing party believes in good faith that a document to be produced contains Confidential Discovery Material, that party may designate discovery material as Confidential by placing the following legend or similar legend on the document or thing: “Confidential – Subject to Protective Order.” In the event that original documents are produced for inspection, the Producing Person may designate such as Confidential and the appropriate legend shall be placed on the documents in the copying process. Pleadings, motions, affidavits, briefs, exhibits, and other papers filed with the Court that contain or refer to information contained in Confidential discovery material shall be protected as Confidential discovery material pursuant to this Order provided that it contains the “Confidential – Subject to Protective Order” legend.

3. Use and Disclosure of Confidential Discovery Material. Unless otherwise ordered by a court, administrative agency, or similar governmental or regulatory body of

competent jurisdiction, Confidential discovery material may be used only in connection with the prosecution or defense of this case.

(a) Confidential discovery material may be disclosed only:

- (1) to parties in this case, including to officers, directors, partners, agents, or employees, or other representatives of the parties;
- (2) to counsel engaged in the conduct of this case on behalf of named parties;
- (3) to the third party contractors engaged in one or more aspects of copying, organizing, filing, coding, converting, storing, or retrieving data or designing programs for handling of data connected with this case, including the performance of such duties in relation to a computerized litigation support system, other non-legal professionals, and staff employed by any person described in subparagraph (2) to the extent reasonably necessary to render professional services;
- (4) to the Court and court officials involved in this case (including court reporters or persons operating video equipment at depositions);
- (5) to any person designated by the Court upon such terms as the Court may deem proper;
- (6) to witnesses at deposition, but only to the extent reasonably necessary to examine such witnesses at deposition;
- (7) to witnesses in preparation for deposition, but only to the extent reasonably necessary to prepare such witnesses for deposition;
- (8) to witnesses in connection with a witness interview, but only to the extent reasonably necessary to conduct the interview;

(9) to outside consultants or experts utilized for the purpose of assisting counsel in this case;

(10) to the person or entity that produced or originally created the discovery material or any indicated author or recipient of the material;

(11) to any other person a court of competent jurisdiction orders may be shown the documents under such conditions as the court may impose;

(12) to persons to whom disclosure is required by federal law.

(b) Before disclosure of any Confidential discovery material is made to any person described in subparagraphs (7), (8) or (9) of Paragraph 3(a) of this Order, such person shall agree, in writing, to be bound to the terms of this Order.

(c) The parties shall take reasonable precautions to maintain the confidentiality of items, documents, or information marked "Confidential – Subject to Protective Order" or to seal such items, documents, or information from public view consistent with the intent and spirit of this agreement.

4. Designating Deposition Testimony. Parties and deponents may, within twenty (20) days after receiving a transcript of a deposition, designate pages of the transcript or the entire deposition (and exhibits thereto) as Confidential to the extent the party or deponent believes they contain Confidential information. Until the expiration of the 20-day period during which designations may be made, the entire deposition will be treated as Confidential. If a designation is made, the Confidential portions and exhibits, when filed, shall be filed under seal pursuant to Paragraph 5, separate from the portions and exhibits not so marked (if any). If any depositions are videotaped or digitally recorded, those portions of the videotape or recording

corresponding to portions of the deposition transcript designated as Confidential shall be afforded the same status.

5. Confidential Discovery Material to be Filed in Court Under Seal. All Discovery Material designated as "Confidential" that is filed with the Court, and all pleadings, motions, or other papers filed with the Court that contain or disclose such Discovery Material, shall be filed in accordance with procedures set forth in the Local Rules and CM/ECF procedures of this Court for filing documents under seal, including the filing of a Motion to Seal. A Motion to Seal by the non-designating party need only reference this Order and need not set forth the reasons for sealing, as the burden of demonstrating that sealing is warranted is on the designating party.

Thereafter, within the time frame permitted under the Local Rules of this Court for filing a response to a Motion to Seal, the designating party shall file a pleading specifically identifying the Discovery Material that it will consent to have filed not under seal (if any), the Discovery Material it believes should remain "Confidential" and be filed under seal (if any), and the reasons why the latter Discovery Material should be filed under seal. Thereafter, within the time frame permitted under the Local Rules of this Court for filing a Reply regarding a Motion to Seal, the non-designating party shall file a pleading identifying which of the Discovery Material (if any) that the designating party seeks to have filed under seal it believes should not be filed under seal and the reasons why that Discovery Material should not be filed under seal.

6. Challenging a Designation. Any party receiving Confidential discovery material ("Receiving Party") may make a motion or other appropriate application to the Court to strike the designation. Such motion or application shall identify with specificity the Confidential discovery material that is the subject of the motion, but shall not disclose or reveal the contents of that material except in the manner prescribed by Paragraph 5 of this Order. The Producing

Person has the burden to establish that the discovery material is entitled to the Confidential designation. If such a motion or application is made, all discovery material so designated shall maintain Confidential status pending a determination by the Court as to its appropriate status. Prior to challenging a designation, the Receiving Party shall make reasonable efforts to meet and confer with the Producing Person to negotiate treatment of the discovery material in question.

7. Inadvertent Failure to Designate or Withhold. If a Producing Person inadvertently produces Confidential discovery material without marking it with the appropriate legend, it may give written notice that the discovery material is Confidential and it shall thereafter be treated as such. No party shall be deemed to have violated this Order if, before receiving notification of the Confidential designation, such discovery material has been disclosed or used in a manner inconsistent with the Confidential designation.

8. Confidential Documents and Materials at Trial. This Order shall not govern use of Confidential Discovery Materials at trial. The parties shall meet and confer to negotiate a proposal for Court approval addressing the treatment of material previously designated Confidential at trial. To the extent the parties fail to agree on a proposal addressing the use of such material at trial, they may submit alternative proposals to the Court.

9. Further Requests for Production. If, at any time, any Confidential discovery material in the possession, custody or control of any person other than the Producing Person who originally produced such Confidential discovery materials is subpoenaed or requested by any court, administrative agency, legislative body or other person or entity, the person to whom the subpoena or request is directed shall reasonably provide written notice to the person who originally produced such Confidential discovery materials. Other than the obligation to comply

with the requirements stated herein, this Order is not intended to affect a party's obligation to respond to such a subpoena or request.

10. Termination. The provisions of this Order shall continue to be binding after final termination of this case.

11. Modification Permitted. Nothing herein shall prejudice the right of the parties to move to amend or modify this Order to permit the disclosure or use of discovery material produced or otherwise disseminated pursuant hereto for good cause shown and where the proposed disclosure is in the interest of justice.

12. Application to Non-Parties. Any non-party producing discovery material or giving deposition testimony in this case may avail herself, himself or itself of the Confidential treatment provided for in this Order for her, his or its testimony and discovery material by following the procedures provided herein.

13. Producing Person's Use of its Own Documents. Nothing in this Order shall limit any Producing Person's use of its own documents or shall prevent any Producing Person from disclosing its own Confidential discovery material to any person. Such disclosures shall not affect any Confidential designation made pursuant to the terms of this Order so long as disclosure is made in a manner which is reasonably calculated to maintain the confidentiality of the information.

14. No Waiver. This Order is not a waiver of any applicable privilege or any objection that might be raised as to a discovery request or the admissibility of evidence.

15. Binding Effect. This Order shall be binding on all parties once it is signed by the parties and entered by the Court. It shall be enforceable by either party through a contempt proceeding. However, neither this Order (or any part thereof) nor the parties' consent to the

Order shall be construed to give rise to a separate claim or cause of action against the parties, their counsel, or any employee of the parties or counsel.

STIPULATED AND AGREED TO BY:

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

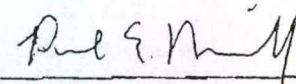
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Dated: 7/15/10

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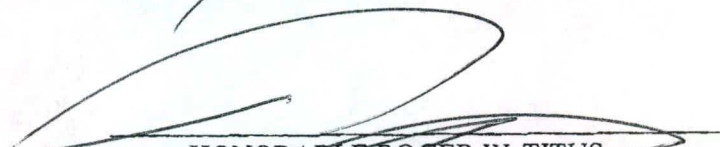
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Dated: 7/19/10

ORDER

SO ORDERED this 22nd day of July, 2010.


HONORABLE ROGER W. TITUS
United States District Judge