

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

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Corey Baker,

Case No. 18-cv-1177 (ECT/TNL)

Plaintiff,

v.

**PROTECTIVE ORDER**

Jayco, Inc.,

Defendant.

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**WHEREAS**, this matter comes before the Court on the parties' Stipulation for Protective Order Regarding Confidential Documents ("Stipulation") (ECF No. 23);

**WHEREAS**, the parties, by and through their attorneys, have requested the inspection, copying, and/or production of certain documents and materials containing proprietary and competitively-sensitive business information constituting confidential commercial information covered by Fed. R. Civ. P. 26(c)(1)(G);

**WHEREAS**, Jayco, Inc. requires that the confidentiality of the documents and/or materials, and the information contained in the documents and materials, be maintained; and

**WHEREAS**, the parties and their attorneys have agreed to comply with the letter and intent of that confidentiality;

**THEREFORE**, pursuant to the parties' Stipulation, **IT IS HEREBY ORDERED THAT:**

1. The parties and their attorneys shall not give, show, or otherwise directly or indirectly disclose any such documents and/or materials identified as

- “Confidential,” or the substance thereof, or any copies, prints, negatives, or summaries thereof, to any entity or person except the parties and their attorneys and any agents, experts, consultants, other persons employed by the parties, witnesses, potential witnesses, court reporters or court personnel in connection with and solely for this action.
2. Any person retaining the documents and/or materials identified as “Confidential” shall review this Protective Order, agree to abide by the Protective Order, and acknowledge in writing his or her agreement to abide by the Protective Order.
  3. Within 14 days after the conclusion of this litigation by settlement, judgment, appeal, or otherwise, the parties and their attorneys shall, upon written request by Jayco, Inc., either (1) return to Jayco, Inc., all documents and copies of all documents identified as “Confidential”; or (2) destroy all documents and copies of all documents identified as “Confidential” and certify in writing that destruction.
  4. To be deemed “Confidential,” the documents and/or materials must be so marked by Jayco, Inc., or specified in the record.
  5. **This Protective Order does not authorize the filing of any document under seal. The sealing of entire pleadings, memoranda of law, exhibits, and the like is strongly discouraged. No document shall be filed under seal unless such document or information therein is genuinely confidential and/or there are compelling reasons to do so. Any party seeking to file a document under seal shall specifically review each document and the information therein to limit sealing only to the extent necessary. If a party files a confidential document with the Court, it shall do so in compliance with the Electronic Case Filing Procedures for the District of Minnesota and Local Rule 5.6. Any joint motion made pursuant to Local Rule 5.6 before United States Magistrate Judge Tony N. Leung shall conform to Exhibit A attached hereto. Counsel shall provide the Court with two courtesy copies of the unredacted documents with the redacted information highlighted in yellow.**
  6. All prior consistent orders remain in full force and effect.
  7. Failure to comply with any provision of this Order or any other prior consistent Order shall subject the non-complying party, non-complying counsel and/or

the party such counsel represents to any and all appropriate remedies, sanctions and the like, including without limitation: assessment of costs, fines and attorneys' fees and disbursements; waiver of rights to object; exclusion or limitation of witnesses, testimony, exhibits, and other evidence; striking of pleadings; complete or partial dismissal with prejudice; entry of whole or partial default judgment; and/or any other relief that this Court may from time to time deem appropriate.

Date: December 13, 2018

s/ Tony N. Leung  
Tony N. Leung  
United States Magistrate Judge  
District of Minnesota

*Baker v. Jayco, Inc.*  
Case No. 18-cv-1177 (ECT/TNL)

**EXHIBIT A**  
**SAMPLE LOCAL RULE 5.6 GRID FOR CASES WITH U.S. MAGISTRATE JUDGE TONY N. LEUNG**

Docket No.	Description of Document	Relevant Page Numbers	Mark "X" in Applicable Column			Nonparty that Designated Doc. Confidential (If Any)	Reason Why Document Should Remain Sealed or Be Unsealed
			Parties Agree Doc. Should Remain Sealed	Parties Agree Doc. Should Be Unsealed	Parties Disagree		

For documents with confidential information spanning more than one category, a separate entry should be used for each category of information. For example, a memorandum contains both confidential financial records and medical records:

Docket No.	Description of Document	Relevant Page Numbers	Mark "X" in Applicable Column			Nonparty that Designated Doc. Confidential (If Any)	Reason Why Document Should Remain Sealed or Be Unsealed
			Parties Agree Doc. Should Remain Sealed	Parties Agree Doc. Should Be Unsealed	Parties Disagree		
26	<i>Unredacted memorandum of in support of XYZ, Inc.'s motion for summary judgment</i>	5, 8, 12-15, 23-25	X				<i>Confidential financial information.</i>
26	<i>Unredacted memorandum of in support of XYZ, Inc.'s motion for summary judgment</i>	16-20, 26-27	X				<i>Confidential medical records.</i>