

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

EQUAL EMPLOYMENT OPPORTUNITY	)	
COMMISSION,	)	
	)	
Plaintiff,	)	
	)	
and	)	
	)	
CHRISTINA PERKINS-DELOIS	)	CIVIL ACTION NO.:
	)	1:06-CV-1436-LJM-WTL
	)	
Plaintiff-Intervenor	)	
	)	
v.	)	
	)	
MER CORPORATION, d/b/a DANCER'S	)	
SHOW CLUB,	)	
	)	
Defendant.	)	
_____	)	

**STIPULATED PROTECTIVE ORDER**

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, the Plaintiff, Equal Employment Opportunity Commission, Plaintiff-Intervenor Christina Perkins-DeLois, and Defendant MER Corporation, d/b/a Dancer's Show Club, through their respective counsel, hereby stipulate to the entry of this Order for the protection of certain confidential information which may be produced or otherwise disclosed during the course of this action.

THEREFORE, the parties having so stipulated, this Court having determined that a Protective Order is necessary and appropriate pursuant to the terms of Fed. R. Civ. P. 26(c), and the Court otherwise being fully advised in the premises;

IT IS HEREBY ORDERED that:

For the purposes of this Order, the following definitions shall govern:

1. "CONFIDENTIAL INFORMATION" shall mean all information identified in paragraph 14 of this Order;
2. "COUNSEL" shall mean all attorneys of record in the above-captioned case and their agents; and
3. "SUPPORT PERSONNEL" shall mean any clerical and/or support staff employed by COUNSEL, specifically including (i) secretarial support staff, (ii) paralegal employees, (iii) any independent stenographer retained to record and transcribe testimony in this action; and (iv) any in-house or independent entity retained or used for the sole purpose of making photocopies of CONFIDENTIAL INFORMATION.
4. Any information disclosed pursuant to this Protective Order shall be used solely for the purposes of this lawsuit and may not be used, or disclosed, for any other purpose.
5. In responding to written discovery, the parties shall designate the portion of their response which contains CONFIDENTIAL INFORMATION pursuant to this Order, by marking the material in a manner that will not interfere with its legibility as follows: "CONFIDENTIAL – this is subject to the Protective Order in EEOC, et al. v. MER Corp."
6. The receiving party's COUNSEL shall be permitted to disclose such CONFIDENTIAL INFORMATION to their client(s) and any consulting and/or testifying experts only to the extent necessary to prepare this matter for trial and then only after such individuals have read this Stipulated Protective Order and have specifically agreed in writing not to discuss, disclose, or otherwise use any CONFIDENTIAL INFORMATION of the disclosing party in violation of the terms and spirit of this Protective Order. The requirement of a written agreement shall be satisfied by having the individual sign a copy of the sample Confidentiality Letter attached

hereto. The original signed copy of the Protective Order shall be kept by COUNSEL for the receiving party.

7. The receiving party's COUNSEL shall be permitted to disclose CONFIDENTIAL INFORMATION to SUPPORT PERSONNEL without the need for a written agreement provided each individual is instructed to maintain such information in strict confidence and then only to the extent necessary to prepare this matter for trial.

8. The receiving party, COUNSEL, all SUPPORT PERSONNEL thereof, and any experts employed by the receiving party or COUNSEL are strictly prohibited from disclosing CONFIDENTIAL INFORMATION to any individual not contemplated by the terms of this Protective Order absent a court order, subpoena, or the written consent of the originating party. If a party receives a subpoena or legally enforceable order requiring disclosure of any CONFIDENTIAL INFORMATION, the receiving party shall object to the disclosure of such information, citing this Protective Order, and shall immediately provide notice thereof to the originating party and its counsel.

9. Nothing contained herein shall preclude a party from requesting or seeking an order permitting the disclosure of CONFIDENTIAL INFORMATION to non-party witnesses. The parties agree to confer in good faith to resolve any concerns regarding the disclosure of CONFIDENTIAL INFORMATION to non-party witnesses.

10. CONFIDENTIAL INFORMATION disclosed during a deposition shall be so designated on the record and, unless otherwise agreed by COUNSEL, the Court Reporter shall be instructed to separately transcribe such testimony under separate cover with each page thereof clearly marked as "CONFIDENTIAL."

11. All transcripts, exhibits, discovery responses, and any other documents filed with the Court which have been designated as CONFIDENTIAL INFORMATION shall be filed in a sealed envelope bearing the title of this action with an indication of the general nature of its contents and a statement substantially in the following form:

“THIS ENVELOPE CONTAINS CONFIDENTIAL DOCUMENTS FILED IN THIS CASE BY (NAME OF PARTY) AND, EXCEPT BY ORDER OF THE COURT OR PURSUANT TO STIPULATION BY THE PARTIES, SHALL NOT BE OPENED NOR THE CONTENTS THEREOF DISPLAYED OR REVEALED TO ANYONE OTHER THAN TO THE COURT OR COUNSEL OF RECORD.”

This provision shall not be deemed to prevent additional copies of any pleading or paper from being hand-delivered to the Court’s chambers provided, however, such copies comply with the requirements set forth herein.

12. Procedures for utilizing and disclosing CONFIDENTIAL INFORMATION during trial shall be discussed and agreed upon by the parties prior to the submission of the Final Pre-trial Order and, if necessary, incorporated therein.

13. Upon termination of this litigation, whether by final judgment and appeal, or by settlement, all materials and documents designated as CONFIDENTIAL INFORMATION, as well as all copies, summaries, and abstracts thereof, shall be returned to the originating source or destroyed.

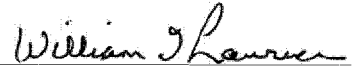
14. This Protective Order applies to the documents listed below. From time to time, by agreement of the parties, additional documents may be added to this list by the filing of a supplemental list with the Court.

The following documents are included in the Protective Order:

- a. Documents showing the wages earned by Christina Perkins-DeLois.
- b. Personnel files of all employees of MER Corporation, d/b/a Dancer’s Show Club.

c. Medical records of Christina Perkins-DeLois.

IT IS SO ORDERED this 28th day of June, 2007.



Hon. William T. Lawrence, Magistrate Judge  
United States District Court  
Southern District of Indiana

APPROVED:

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

MER CORPORATION, d/b/a  
DANCER'S SHOW CLUB


By: 

JO ANN FARNSWORTH, #8364-49  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
101 West Ohio Street, Ste. 1900  
Indianapolis, IN 46204

By: 

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CHRISTINA PERKINS-DELOIS

By:   
GARY R. WELSH  
GARY R. WELSH, P.C.  
320 North Meridian Street  
Suite 615  
Indianapolis, IN 46204

**Sample Confidentiality Letter**

Re: EEOC, et al. v. MER Corp.

The undersigned hereby acknowledges that he/she has read, is fully familiar with, and understands the terms of the Protective Order entered in the above-entitled action on or about \_\_\_\_\_, 2007, that he/she is going to be a proper recipient of the confidential information as contemplated by the Protective Order, that he/she will not disclose the confidential information to any person to whom disclosure is not authorized by the terms of the Protective Order, that he/she will not use the confidential information in any manner whatsoever other than for purposes of the above-entitled action, and that he/she agrees to be bound by the terms of the Protective Order. The undersigned further agrees that the Court in the above-entitled action has personal jurisdiction over him/her for the purposes of any proceeding or hearing related to such Confidential Information and/or the Protective Order, including but not limited to any proceeding that relates to the enforcement of the Protective Order.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Subscribed and sworn to me, a Notary Public in and for said County and State, this \_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed

My Commission Expires:

\_\_\_\_\_

Resident of \_\_\_\_\_ County, Indiana