

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

EQUAL EMPLOYMENT OPPORTUNITY, Plaintiff,)	
vs.)	CIVIL ACTION
PREFERRED LABOR LLC, d/b/a)	NO. 06-40190-FDS
PREFERRED PEOPLE STAFFING, Defendant,)	

PROTECTIVE ORDER

THIS MATTER, having been brought before the Court by Plaintiff’s Motion To Enforce Subpoena For Production of Documents Pursuant To Fed. R. Civ. P. 45(c)(2)(B) (Document No. 24) and Cross Motion Of PreferAble People, LLC d/b/a PreferAble Staffing, a non-party, for a Protective Order (Document No. 32).

IT is Ordered that:

1. The terms, conditions and limitations of this Protective Order (“Order”) shall apply to the following documents which shall be produced by PreferAble People, LLC d/b/a and PreferAble Staffing (“PreferAble”) for inspection and photocopying and which shall be designated as “Confidential” in writing by PreferAble. A “Confidential” designation means that the document contains information that has value or could have value or utility to PreferAble and includes:

- a. financial information, inventions, research and development methods,
computer programs including software and data used in all such programs.

customer and supplier lists, development costs, purchasing, pricing, profits, markets, sales, accounts, financing, expansions, other information relating to PreferAble's business strategies;

- b. employee information which shall include but is not limited to employee names, social security numbers, financial account numbers, credit card numbers, mother's maiden names, passwords, driver's license number, dates of birth, medical and health care information; and
- c. client information which shall include but is not limited to client names, account information, contact information and contract specifications.

2. All "Confidential" documents or portions thereof and the information contained therein shall not be disclosed or made known by counsel for Plaintiff or Defendant to any person or entity other than the parties or their employees, counsel to this litigation, witnesses testifying at depositions or at trial in this litigation, and said counsel's experts, paralegals, secretaries and other staff.

3. The "Confidential" documents to which this Order pertains, all copies thereof, and the information contained therein may be disclosed to the persons bona fide assisting counsel in the preparation and trial of the within action, as well as independent experts retained in connection with this litigation; provided, however, that prior to any such disclosure such persons shall consent in writing to be bound by the terms, conditions, and limitation of this Order by executing a consent in the form annexed hereto as Exhibit A and by delivering a copy of such consent to the counsel who has requested their assistance. Counsel will retain the acknowledgment. Counsel is not required, however to produce any such acknowledgment to

counsel for the other parties. Counsel and staff for the EEOC and Preferred Labor are not required to sign an acknowledgment.

4. All documents to which this Order pertains, and any copies thereof, shall remain at all times in the custody of persons subject to this Order as identified above and only persons who have executed a consent form annexed as 'A'

5. None of the documents to which this Order pertains or the information contained therein, shall be used by counsel for Plaintiff and Defendant, or any other person or entity to whom they are provided, for any purpose other than for deposition exhibits, motion practice, and the preparation, litigation and trial of this action, including appeals. At the written request of Plaintiff, Defendant or Preferred, counsel shall confer as to additional procedures with respect to confidentiality in connection with any motions filed with the Court..

6. Preferred shall be entitled to seek contempt proceedings, injunctive relief, damages or any other appropriate remedy at law or in equity in order to enforce the terms and conditions of this Order.

7. None of the documents to which this Order pertains or the information contained therein, shall be used by counsel for either party or any other entity to whom they are provided, for any purpose other than for deposition exhibits, motion practice, and the preparation for litigation in this action, including appeals.

8. Until further Order of this Court, neither Plaintiff nor Defendant nor anyone acting on their behalf, as attorney or otherwise, may contact any client of Preferred without the prior written approval of Preferred. Nothing contained herein shall prevent either party from petitioning this Court for permission to contact any client of Preferred in the event

that the discovery material produced via the Rule 30(b)(6) deposition of PreferAble establishes that the contacting of PreferAble's client is reasonably likely to lead to the discovery of admissible evidence.

9. In the event that Plaintiff or Defendant desires to challenge the designation by PreferAble or any document as "Confidential" or otherwise seeks to modify any provisions of this Order, counsel may file a motion seeking such relief and the parties will respond to such motion as with any other discovery motion under the Federal Rules of Civil Procedure and the Local Rules provided, however, that until said motion is decided by the Court, the subject documents are deemed "Confidential" and not subject to disclosure or use except as provided herein.

10. In the event that Plaintiff or Defendant is served with a subpoena requesting any documents marked "Confidential" pursuant to this Protective Order, counsel for that Party shall immediately provide counsel for PreferAble with notice of the subpoena by telefaxing a copy thereof to counsel for PreferAble in this litigation.

Further, counsel for Plaintiff and Defendant will not produce documents in response to such a subpoena without providing counsel for PreferAble with such notice and at least ten (10) days to respond to the subpoena, i.e., by motion to quash or otherwise.

11. All obligations imposed by the terms and conditions of this Order shall survive and be enforceable should PreferAble be named as a party to this action notwithstanding the termination of this litigation by final judgment or otherwise.

12. Upon the final termination of this action, including all appeals, counsel for Plaintiff and Defendant shall return to counsel for PreferAble all documents and copies thereof to which this Order pertains or confirm that the confidentiality thereof will be maintained.

SO ORDERED:

February 12, 2008

/s/Timothy S. Hillman
TIMOTHY S. HILLMAN
MAGISTRATE JUDGE

EXHIBIT A

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

_____)	
EQUAL EMPLOYMENT OPPORTUNITY,)	
Plaintiff,)	
vs.)	CIVIL ACTION
)	NO. 06-40190-FDS
PREFERRED LABOR LLC, d/b/a)	
PREFERRED PEOPLE STAFFING,)	
Defendant.)	
_____)	

ACKNOWLEDGMENT OF PROTECTIVE ORDER

I, _____, hereby acknowledge that I have provided a copy of the Protective Order entered in the above-captioned matter, a copy of which is annexed hereto and incorporated herein by reference.

I further acknowledge that I have read the aforesaid Order and agree to be bound by the terms and conditions and limitations contained therein regarding the review and disclosure of Confidential Information belonging to non-party PreferAble People, LLC d/b/a PreferAble Staffing.

Dated: _____

By: _____