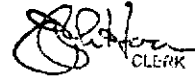


UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH DAKOTA  
SOUTHERN DIVISION

**FILED**

JUL 20 2007

  
CLERK

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )

Plaintiff, )

and )

GEORGE CLARK, JR., RICKEY JOHNSON, )  
and JAMES MEIER, )

Plaintiffs/Intervenors, )

v. )

SARA LEE CORPORATION, d/b/a )  
SARA LEE BAKERY GROUP, )

Defendant. )

Civil No. 06-4176 LLP

**PROTECTIVE ORDER  
FOR CONFIDENTIALITY**

THIS CAUSE COMING on to be heard on the agreed motion of the parties for a Protective Order pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, due cause having been shown and all parties of record being in agreement, and the court being advised as to the need for a protective order:

IT IS HEREBY ORDERED that the use, safekeeping, and disclosure of all documents produced by the parties or their agents shall be governed by the following terms and conditions:

1. The term "document" shall be interpreted broadly and shall include all material encompassed by Rules 33 and 34 of the Federal Rules of Civil Procedure, including but not limited to how the parties have defined the term document in discovery; all means by which information is recorded or stored in tangible, electronic, mechanical or electrical form of representation; all materials on or in computer tapes, discs or memory and back-up copies and "deleted" files on a computer or computer storage device or media.

2. The term "Confidential Document(s)," as used in this order, shall mean documents produced by Defendant which contain confidential trade or business data, financial information or personal information such as information related to its current or former personnel that includes employee salaries or discipline or documents revealing the social security numbers, tax information, medical or psychological treatment and diagnosis information, unpublished phone or address information or citizenship information concerning current or former employees of Defendants. Confidential Document(s) shall also mean documents produced by Plaintiff relating to individual's tax returns, income and expenses, medical or psychological treatment and diagnosis. Protected documents shall be marked as "Confidential" by the party producing them before they will be considered Confidential Document(s). If documents considered Confidential Document(s) are obtained in discovery from a third party, the party seeking confidential designation shall make such a declaration in writing within twenty (20) days of receiving such documents or the entry of this order, whichever is later. Confidential Document(s) protected from disclosure by this order shall include all portions of transcripts of deposition testimony reflecting the substance of the information contained in the Confidential Document(s). In the event that any party receiving documents objects to the document being marked or designated Confidential, the party objecting to the designation shall give written notice of the objection to the party making the designation. It will then become the burden of the party making the designation to file a motion to demonstrate before the court "good cause" for the protection sought under this order, as required under Fed. R. Civ. P. 26(c). Any such motion must be brought within fifteen (15) days of the producing party's receipt of the written objection to the confidential designation, or the documents objected to will no longer be deemed Confidential Document(s) under this order.

3. The term “disclose” shall mean to divulge, reveal, describe, paraphrase, quote, transmit, disseminate, or otherwise communicate information, whether or not pursuant to request, interrogatory or process, and whether or not in accordance with the Federal Rules of Civil Procedure or local court rules or otherwise.

4. It shall be the responsibility of the attorneys receiving Confidential Document(s) to ensure strict compliance with the provisions of this Order and it shall further be the responsibility of these attorneys to take all reasonable and proper steps to ensure that this Order and all provisions thereof are made known to any person who shall examine Confidential Document(s) as provided herein.

5. Confidential Document(s) shall be used by the party or their counsel receiving the same solely for the purposes of this litigation and not for any other purpose except as required by law. All Confidential Document(s), copies of the same and information contained therein shall be kept by the party and their counsel receiving the documents in a place appropriately safe given its confidential status. Confidential Document(s), copies of the same and information contained therein may be disclosed by the party receiving the same, or their counsel, subject to the terms of this order, only to the extent necessary for conducting this litigation and only to the following persons:

a. The parties and attorneys of record for the parties to this litigation along with their duly authorized legal, paralegal, administrative, secretarial or stenographic employees or contractors;

b. Any potential witness or other person whose testimony is taken or may be taken in this litigation and who has agreed to be bound by the provisions of this Order;

c. Independent and consulting experts retained by either party in this case and who have agreed to be bound by the provisions of this Order; and

d. Stenographic reporters recording testimony in this litigation, jurors, and the court and court personnel before which it is pending.

6. Counsel for any party or for a witness may orally on the record designate deposition testimony or exhibits as Confidential Document(s) during the course of a deposition in which case the court reporter shall place such exhibits and the transcription of the testimony so designated in a separate volume marked Confidential Document(s). The parties and deponents may, within 10 days after receiving a deposition transcript, designate pages of the transcript (and exhibits thereto) as Confidential Document(s). Confidential Document(s) may be used by a receiving party to examine a witness at a deposition only if the witness is an authorized person to receive such Confidential Document(s). Any person who is otherwise present at the deposition shall be excused from that portion of the deposition that the attorney for a party or witness designates contains Confidential Document(s) if the person is not an authorized person to whom such Confidential Document(s) may be disclosed. Any deposition exhibit or testimony portion so designated shall not be filed with the court except in accordance with paragraph 7 of this order.

7. All motions, briefs, discovery requests and responses, exhibits, deposition transcripts, and other documents or papers which produce, summarize or otherwise contain any Confidential Document(s) designated as Confidential Document(s) by a party, if filed with the court, shall be filed in a sealed envelope which shall be labeled with the caption of this action, a description of the contents of the envelope, and the following (or an equivalent) statement:

RESTRICTED - THIS ENVELOPE CONTAINS INFORMATION  
SUBJECT TO A PROTECTIVE ORDER ENTERED BY THE COURT  
IN THIS ACTION, AND IS NOT TO BE OPENED NOR THE

CONTENTS, DISPLAYED OR REVEALED EXCEPT BY ORDER OF  
THE COURT.

Such Confidential Document(s) shall be kept sealed by the clerk of the court with access only to the court and its employees and counsel for the parties. Confidential portions of papers filed in court may be separately filed in a sealed envelope, with the rest of the papers unsealed. Copies of papers to be filed in court shall not contain the social security number of any individual unless the social security number has first been redacted. A party which wishes to prohibit the filing of any document with the Court unless under seal shall specifically move the Court for such an order upon showing of good cause for such an order.

8. Except as required by law, if counsel for Plaintiff or Defendant deems it necessary in litigating this action to disclose any Confidential Document(s) to any person or entity other than those described in Paragraph 5, with or without the agreement of the opposing party, counsel shall propose a modification of this Order to the Court. Nothing in this paragraph shall relieve the parties of their obligations to confer with opposing counsel regarding the proposed modification, as required by the governing Court rules.

9. Before disclosing Confidential Document(s) to any authorized person in the categories stated in ¶¶5(b), 5(c), and third party contractors listed in ¶5(a) who are not otherwise authorized persons, counsel for the party making such disclosure shall provide each such person with a copy of this order, shall advise each such person not to disclose any Confidential Document(s) to any other person and that violation of this protective order will subject such person to the sanctions of this court, and each such person shall agree in writing to comply with the terms of this order in the form of the exhibit to this order. The original acknowledgments shall be maintained by the attorney for the party who disclosed the Confidential Document(s) to the person. This order shall bind all parties whether or not an agreement in writing is obtained.

If the witness declines to sign the acknowledgment, the parties shall cooperate in presenting the matter to the court for resolution.

10. When documents, testimony, or other Confidential Document(s) is sought in discovery in this action from a person (including any business entity) who is not a party, any party who has a claim of confidentiality may designate certain documents or a category of documents, and certain testimony, as Confidential Document(s) under this order and the person from whom discovery is sought may similarly make such a designation. Confidential Document(s) so designated shall be treated under the provisions of this order.

11. The inadvertent production of any privileged or otherwise protected Confidential Document(s), and also the inadvertent production of Confidential Document(s) without an appropriate designation of confidentiality, shall be governed by Fed. Rule of Civ. Proc. 26(b)(5).

12. If a party produces multiple identical or substantially identical copies of a document or produces similar documents (for example similar reports for different time periods), and one has no confidential designation or a lesser restriction than the other, all identical or substantially identical documents or kind of documents shall be treated according to the most restrictive designation once the inconsistency is known. The producing party is responsible for informing all parties of the inconsistency. However, if the receiving party has knowledge of the inconsistency, it will inform the producing party and comply with this paragraph.

13. The designation by a disclosing party of Confidential Document(s) is intended solely to facilitate the preparation and trial of this action and the parties shall make the designations in good faith. A party producing documents that pursuant to another party's request it designates as confidential shall not be deemed as an admission that the designated disclosure

constitutes or contains any Confidential Document(s). Disclosure of Confidential Document(s) is not a waiver of any right of the producing party to object to admissibility.

14. Nothing herein shall prevent a party from disclosing its own Confidential Document(s) as it deems appropriate, and such disclosure shall not waive the protections of this Order with respect to any other Confidential Document(s).

15. After termination of this case (by settlement, judgment or expiration of any appeal rights), or any other agreed upon date, whichever is earlier, the parties and their counsel and all other persons having possession or control of Confidential Document(s) or copies thereof, shall return such material to the party producing the Confidential Document(s) or destroy such materials, upon written request of the party producing the Confidential Document(s). Parties requesting the return of such materials shall do so no later than thirty (30) days following the final disposition of this case or such materials will no longer be deemed Confidential Document(s) under the terms of this order. Parties receiving a request for the return of such materials shall return the requested materials within fourteen (14) days of receiving the request to the other party or destroy such materials and certify to the other party that such materials have been destroyed.

16. This Order shall be without prejudice to the right of any party to oppose production of any document for any lawful grounds, and nothing in this Order shall be construed to limit any party's right to oppose discovery on any grounds that otherwise would be available. This Order shall not limit any party's right to seek further and additional protection against, or limitation upon, production or dissemination of documents or their contents.

SO ORDERED:

DATE: July 20, 2007

Lawrence L. Piersol  
Lawrence L. Piersol  
United States Judge

ATTEST:  
JOSEPH HAAS, CLERK

BY: Jackie Messerheimer  
DEPUTY