

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.) Civil Action No. 04-C-0875
)
SCHNEIDER NATIONAL, INC.,)
)
)
Defendant.)
_____)

PROTECTIVE ORDER

The parties, through their counsel, stipulate to the protection of “Confidential Information” and the Court, being fully advised, and for good cause shown, hereby ORDERS AS FOLLOWS:

1. Definitions. “Confidential Information” shall include documents or information of the following types, however that information is obtained or produced (including, but not limited to, information obtained from documents, depositions, or interviews): (a) tax returns or other financial documents of Charging Party Jerome T. Hoefner and defendant Schneider National, Inc. (hereinafter “Schneider”), its parent, or subsidiaries of Schneider or its parent; (b) medical records of Hoefner and other past and present Schneider employees; (c) personal information of employees of Schneider, its parent, or subsidiaries of Schneider or its parent; (d) employee personnel files (including, but not limited to, evaluations and disciplinary actions); and (e) trade secrets and proprietary and confidential business information of Schneider, its parent, or subsidiaries of Schneider or its parent.
2. Access to Confidential Information. Only the following persons shall have access to Confidential Information, and only where necessary to the prosecution or defense of this lawsuit:

(a) the parties and their employees; (b) legal counsel for the parties, and the employees of legal counsel; (c) fact and expert witnesses; (d) court personnel; and (e) court reporters.

3. Permitted Uses of Confidential Information. The documents described in Paragraph 1 above, including copies of those documents, and other Confidential Information shall be used only for prosecuting or defending this litigation or any related appeals. Nothing in this Stipulation and Protective Order shall bar the use of Confidential Information in depositions, motion practice, trial, or appeals in this matter.

4. Marking of Confidential Information. A multi-page document may be designated as confidential if the first page is marked “confidential.” Documents that contain such private information as described in Paragraph 1 above may be designated and marked as “confidential” by either party.

5. Destruction of Confidential Information. All of the documents described in Paragraph 1 above, including copies of those documents, produced by one party to the other shall be destroyed at the conclusion of this litigation or related appeals.

6. Persons Bound By This Agreement. Anyone who is shown Confidential Information during this litigation or related appeals shall first agree to be bound by the provisions of this Stipulation and Protective Order.

SO ORDERED this 11th day of April, 2005.

By the Court:

s/ William C. Griesbach
United States District judge

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION By its attorneys:

Dated: April 7, 2005

s/ Dennis R. McBride
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SCHNEIDER NATIONAL, INC.

Dated: April 7, 2005

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