

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION**

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION, et al.,**

Plaintiffs,

v.

WAL-MART STORES, INC.,

Defendant.

Case No. 1:06-CV-2514-AMD

PARTIES' PROPOSED CONFIDENTIALITY ORDER

Pursuant to Fed. R. Civ. P. 26(c) and Local Rule 104.13, Plaintiffs EEOC and Glenda Allen and Defendant Wal-Mart Stores, Inc. hereby jointly propose this Confidentiality Order to protect confidential and sensitive information regarding Plaintiff Glenda Allen and confidential, proprietary and/or sensitive commercial information regarding Defendant Wal-Mart Stores, Inc., as well as confidential documents and information related to current and/or former employees of Defendant, who are not parties to this action. Plaintiffs and Defendant are willing to produce such relevant, non-objectionable documents responsive to discovery requests that contain such confidential, proprietary and/or sensitive information, so long as all parties agree to limit such use of information solely to this action and in strict accordance with the terms and conditions of this Confidentiality Order. Therefore, to preclude discovery disputes and to protect against the unauthorized dissemination and use of such information disclosed through discovery in this

action, the parties hereby voluntarily agree and stipulate to the entry of this Confidentiality Order.

Accordingly, good cause having been showing within the meaning of Fed. R. Civ. P. 26(c) and Local Rule 104.13, and it appearing that the parties to this action consent to the Confidentiality Order, **IT IS HEREBY ORDERED THAT:**

1.

The parties anticipate that the following confidential documents may be disclosed or procured during this litigation: (1) records relating to Plaintiff Glenda Allen's medical and psychological condition(s) and the evaluation and treatment of same; (2) Plaintiff Glenda Allen's financial information; (3) proprietary and confidential policies relating to Defendant's compensation structures, benefits, and packages, software systems, and various training modules and manuals; and (4) personnel and compensation information pertaining to current and former Wal-Mart associates who are not parties to this action.

2.

As used herein, the word "document" means (a) all papers, documents, and printed and written materials produced or furnished by, or obtained by Plaintiffs or Defendant during the course of this matter through discovery or third-party subpoenas; (b) all copies, extracts, and complete or partial summaries prepared from such papers or documents; (c) portions of deposition transcripts and exhibits thereto that relate to, contain, or incorporate by reference any such papers, documents, copies, extracts, or summaries; and (d) not any materials that in the good faith judgment of counsel are privileged or work product materials.

3.

All documents produced and information furnished by Plaintiffs or Defendant that are designated as **“CONFIDENTIAL”** by the producing party shall be treated as such by all persons to whom such documents are disclosed. Such confidential documents, and all copies, summaries, compilations, notes, or abstracts, shall be used exclusively in this action and for no other purpose. Any documents designated as **“CONFIDENTIAL”** pursuant to this Order may not be disclosed wholly, in part, or in substance to persons not parties to this lawsuit except as set forth below.

4.

If any confidential document is used during any deposition, the deposition or relevant portions thereof (as designated by agreement of counsel) shall be treated as confidential in accordance with Paragraph 3, supra.

5.

Any document, information, or deposition designated as **“CONFIDENTIAL”** under this Order shall, if filed with the Court, be clearly marked **“CONFIDENTIAL”** and specifically designated as subject to the terms of this Confidentiality Order, sealed, placed in separate, secure storage by the Clerk, and opened only by authorized court personnel. The party making such filing shall simultaneously submit a motion and accompanying order in the manner set forth in Local Rule 105.11. Any documents filed under seal shall not be disseminated to the general public in any manner, including by use in any briefs, motions, or otherwise that may be open to the general public’s inspection. It shall not be necessary to file any brief, or portion of brief,

under seal, as long as the brief does not disclose or refer to specific information contained in the “**CONFIDENTIAL**” document(s).

6.

Documents, other materials, and deposition testimony designated as “**CONFIDENTIAL**” pursuant to the terms of this Order may be used only in connection with this case and may be disclosed only to the following persons:

- (a) To the parties and their respective counsel of record, their associated attorneys, and their regularly employed support staff, including paralegal and clerical personnel, who have a need to review the documents or other materials to aid in the preparation of this case;
- (b) To the United States District Court for the District of Maryland, Northern Division, and any court of competent appellate jurisdiction, as well as Court personnel, including stenographic reporters regularly employed by the Court;
- (c) To other stenographic reporters as are necessarily incident to the conduct of this action; and,
- (d) Only on an as-needed basis, to witnesses or prospective witnesses or other persons requested by counsel to furnish technical or other expert services, including, but not limited to, physicians, doctors, or other medical personnel retained by a party to conduct an independent medical examination of Plaintiff Glenda Allen, provided that such witnesses are provided a copy of this Confidentiality Order, agree in writing not to disclose this information to any party or person outside this litigation, agree in writing to be bound by this

Confidentiality Order, and consent in writing to the personal jurisdiction of the Court for any proceedings regarding violations of this Confidentiality Order. Counsel for each party shall maintain the original signed writing for each witness to whom the confidential documents are disclosed. The writing shall include the full name, address, and telephone number for each witness who signs.

7.

Pursuant to Local Rule 104.13, a party shall have the right to challenge any designation of confidentiality by seeking an order of the Court with respect to any information, documents or things designated by another party as “**CONFIDENTIAL.**” The challenging party will treat all materials or information designated as “**CONFIDENTIAL**” in accordance with the requirements of this Order during the pendency of such motion. The parties agree that before seeking any relief from the Court under this paragraph they will make a good faith effort to resolve any disputes concerning the confidential treatment of any information. The parties further agree that the burden shall remain on the party seeking confidentiality to justify it under Fed. R. Civ. P. 26(c).

8.

Within thirty (30) days after the final termination of this litigation, all documents, transcripts or other materials afforded confidential treatment pursuant to this Order and in the possession of the parties or their counsel, including any extracts, summaries or compilations taken therefrom, but excluding any materials that in the good faith judgment of counsel are work product materials, shall be returned to the party who furnished such materials, upon request, at the expense of the requesting party.

9.

The provisions of this Order will not affect the admissibility of evidence at trial or any preliminary evidentiary proceeding in open court, except as directed by separate order entered for good cause shown or by other applicable rules. Any party may move the Court for an order that the evidence be received *in camera* or under other conditions to prevent unnecessary disclosure. The Court will then determine whether the proffered evidence should continue to be treated as confidential information, and, if so, what protection, if any, may be afforded to such information at trial.

10.

At the conclusion of the case, the parties hereby permit the Clerk of the Court to return to undersigned counsel or to destroy any sealed material filed during the litigation.

AGREED AND CONSENTED TO BY:

FOR PLAINTIFFS:

/s/ Maria Salacuse
Maria Salacuse (Bar No. 15562)
U.S. Equal Employment Opportunity
Commission
10 S. Howard Street, 3rd Floor
Baltimore, Maryland 21201
(410) 962-4341 (phone)
(410) 962-4270 (fax)

/s/ Christopher M. Marts
Christopher M. Marts (Bar No. 10754)
Christopher M. Marts, P.C.
17 W. Courtland Street, Suite 130
Bel Air, Maryland 21014
(410) 879-7500 (phone)

FOR DEFENDANT:

/s/ Erik C. Johnson
Erik C. Johnson (Bar No. 16291)
Littler Mendelson, P.C.
1150 17th Street, N.W.
Suite 900
Washington, D.C. 20036
(202) 842-3400 (phone)
(202) 842-0011 (fax)

SO ORDERED, this 30th day of January, 2007.

/s/Andre M. Davis

United States District Court Judge