

Eastern District of Kentucky
TENDERED
Date: 8-3-04
LESLIE G. WHITMER
CLERK, U.S. DISTRICT COURT

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
COVINGTON DIVISION- DLB
CASE NO. 03-113**

Eastern District of Kentucky
FILED
AUG - 4 2004
AT COVINGTON
LESLIE G. WHITMER
CLERK U.S. DISTRICT COURT
PLAINTIFF

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**

vs.

**DONNA SALYERS' FABULOUS FURS
COMPANY**

DEFENDANT

AGREED PROTECTIVE ORDER

WHEREAS, the proceedings in this action require the production and disclosure of confidential and proprietary information and documents, and Defendant, Donna Salyers' Fabulous Furs Company ("Fabulous Furs"), and Plaintiff, the Equal Employment Opportunity Commission ("EEOC"), have agreed pursuant to Rule 26 of the Federal Rules of Civil Procedure for a protective order relating to certain confidential and proprietary information and documents which may be utilized in the trial of the above-styled action,

The parties hereby agree that a protective order shall be, and hereby is, entered in this action with the following provisions applying to the transfer and exchange of confidential and proprietary documents and information in this action:

1. Documents produced by Fabulous Furs to the EEOC relating to personnel files of non-claimants and non-parties, profit and loss statements, balance statements and financial statements, including income statements, tax returns, cash flow statements, general ledger and trial balance statements, accounts receivable and accounts payable documents, payment journals, sales journals, bank statements, information provided to banks on financial loan institutions, cash flow

projections, borrowing base certificates and valuations and information derived therefrom (collectively referred to as "Category One") shall be "Confidential Information."

2. Documents produced by Fabulous Furs to the EEOC relating to strategic plans, marketing plans, business plans or market studies and information derived therefrom (collectively referred to as "Category Two") shall be "Confidential Information."

3. Confidential Information shall not be disclosed to or discussed with any person, firm or other entity or made public in any way except as provided herein or by further order of the Court or by consent of the Defendant, which shall not be unreasonably withheld.

4. If Confidential Information is filed with the Court, it shall be placed in an envelope marked "confidential" with a designation on the envelope of the purpose for which the documents are being filed.

5. It is the responsibility of each party in this action to maintain materials which contain Confidential Information, as designated under this Order, in a secure and appropriate place and to allow access to such Confidential Information to such persons only as is permitted under this Order.

6. Except with the prior consent of Defendant, Category Two Confidential Information may only be disclosed to the parties and counsel of record for the respective parties; paralegals and clerical staff of counsel, and to consulting or testifying experts. Category One Confidential Information may also be disclosed to individuals whom counsel for the parties reasonably anticipate may be witnesses; and expert witnesses engaged by any of the parties in this action.

7. All to whom Confidential Information is disclosed under the terms of this Agreed Protective Order are required to abide by the terms of this Order and are hereby enjoined from

using the same for any other purposes other than in this action. The parties must inform any individuals to whom Confidential Information is disclosed pursuant to this Order of the confidential nature of such information and of the individual's duty to maintain the confidentiality of such information disclosed hereunder. The parties have a duty to advise such persons receiving or possessing Confidential Information under the terms of this Agreed Protective Order that they shall not disclose or discuss it with any person, firm, or other entity or make such Confidential Information public in any way.

8. This Agreed Protective Order and the agreements embodied herein shall survive the termination of this action and shall continue in full force and effect. The Court shall retain jurisdiction of this matter for all purposes relating to the provisions of this Order subsequent to the termination of this action until such time as the parties certify to the Court that the provisions of this Order have been fully complied with.

9. Within thirty (30) days after the conclusion of this case, including any appellate proceedings, all confidential materials, including copies, shall be returned to the producing party or, in the alternative, counsel shall certify to all other parties that all confidential documents have been destroyed.

IT IS SO ORDERED. DONE this 4th day of August, 2004.

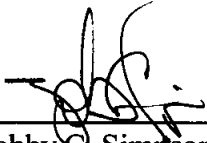


Signed By:

David L. Bunning

United States District Judge

Tendered and agreed to by:



Bobby C. Simpson
Equal Employment Opportunity Commission
Louisville Area Office
600 Martin Luther King, Jr. Place, Suite 268
Louisville, Kentucky 40202-2285
(502) 582-6308 phone
(502) 582-5437 fax

COUNSEL FOR PLAINTIFF



Robert D. Hudson
GREENEBAUM DOLL & McDONALD PLLC
50 E. RiverCenter Blvd., Suite 1800
P.O. Box 2673
Covington, Kentucky 41012-2673
(859) 655-4212 phone
(859) 655-4239 fax

COUNSEL FOR DEFENDANT

COV.569509.2