

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION  
CASE NO: 01-7543-CIV-SEITZ/BANDSTRA

UNITED STATES E.E.O.C.,

Plaintiff,

and

MARITZA OSORIO

Plaintiff/Intervenor

v.

MORTGAGE INFORMATION  
SERVICES, INC.,

Defendant.

FILED  
MAR 25 2003  
U.S. DISTRICT COURT  
MIAMI, FLORIDA  
[Handwritten signature]

**PROTECTIVE ORDER REGARDING THE PRODUCTION AND EXCHANGE  
OF PROPRIETARY, COMMERCIAL AND FINANCIAL DOCUMENTS**

Upon review of the Defendant's motion for a protective order and being fully advised on the matter, IT IS HEREBY ORDERED THAT THE MOTION IS GRANTED.

1. Any party to this action may designate as "Confidential And Protected Matter" any documents that contain proprietary, financial, or confidential documentation pertaining to Defendant including, but not limited to, all documents which relate to actual or projected revenues, expenses, return on equity, sales and/or projected sales and strategies of Mortgage Information Services, Inc.

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2. "Confidential And Protected Matter" shall be used solely for the purposes of litigating this case and not for any other purpose, action or proceeding.

3. Confidential and Protected Matter shall be labeled or otherwise designated "Confidential" or the equivalent. Any confidential designation which is inadvertently omitted prior to or subsequent to the entry of this protective order may be corrected by written notification to opposing counsel.

4. If any party or counsel wishes to use or inquire into a Confidential and Protected Matter at any deposition, the portion of the deposition transcript that relates to the Confidential and Protected Matter shall be designated and treated as a Confidential and Protected document and subject to the confidentiality/protective provisions herein.

5. Confidential and Protected Matters (including portions of deposition transcripts) or information derived there from may only be disclosed or made available by the party receiving such information to "Qualified Persons," who are defined to consist of:

- (a) The Judge and jury;
- (b) Counsel for the parties to this action and the legal, paralegal, clerical and secretarial staff employed by such counsel;
- (c) Expert witnesses and other experts (whether or not retained to testify) utilized in connection with this litigation; and
- (d) Court reporters.

Confidential and Protected Matters may not be disclosed to Ms. Osorio or any Claimants represented by the EEOC.

6. All Confidential and Protected Matter or information (including portions of deposition transcripts) that is included in or attached to any papers filed with the Court shall be labeled "Confidential." After any confidential documents are filed with the Court, the only individuals who will be allowed access to those documents will be: (1) the Court; and (2) counsel for the parties to this action and their legal, paralegal, clerical and secretarial staffs, including Defendant's staff and in-house counsel. Within sixty (60) days after the completion of this action, counsel for any party on whose behalf confidential documents were submitted will be permitted to retrieve all the confidential documents he or she has submitted to or filed with the Court. However, if counsel fails to remove such confidential documents after the expiration of this sixty (60) day period, the documents will be destroyed by the Court.

7. Each non-lawyer given access to Confidential and Protected Matter or information pursuant to the terms of this Order shall be advised in writing that the Confidential and Protected Matter or information is being disclosed pursuant to and subject to the terms of this Order and may not be disclosed other than pursuant to the terms hereof. Any non-lawyer who is to have access to any information protected by this Order shall be provided with a copy of this Order. Any non-lawyer who is to have access to any information protected by this Order must sign a copy of this Order acknowledging that he or she has read it and will abide by its terms.

8. This Order shall not prejudice in any way the right of a party at any time: (1) to seek a determination by the Court of whether any particular item or piece of information should be subject to the terms of this Order; or (2) to seek relief on notice

from any provisions of this Order, either generally or as to any particular document or piece of information.

9. Whenever a party objects to the treatment of a document or a portion of a deposition transcript as confidential, counsel for that party shall give such notification in writing to trial counsel for the party requesting confidential treatment. Within ten (10) days of receipt of said notice, the party requesting confidential treatment may apply to the Court for a ruling confirming that the document or transcript shall be treated as Confidential and Protected Matter pursuant to the terms of this Order. If such application is made, the document or transcript shall be afforded Confidential and Protected treatment pursuant to the terms of this Order until the Court rules on such application.

10. The specification of appropriate safeguards concerning evidence at the trial is specifically reserved for action by the Judge or later agreement by the parties at or before the hearing.

11. Upon the termination of this action, including all appeals, the parties shall return to counsel for the production party the Confidential and Protected Matter produced by the other party and all copies thereof, or the parties may agree upon appropriate methods of destruction.


12. If Confidential and Protected Matter or information in the possession of a receiving party is subpoenaed by any court, administrative or legislative body, or any other person or organization purporting to have authority to subpoena such data or information, the party to whom the subpoena is directed shall not provide or otherwise disclose such documents or information without first notifying counsel for the producing party in writing of: (1) the information and documentation which is requested for

production in the subpoena; (2) the date on which compliance with the subpoena is requested; (3) the location at which compliance with the subpoena is requested; (4) the identity of the party serving the subpoena; and (5) the case name, jurisdiction and index, docket, complaint, charge, civil action or other identification number or other designation identifying the litigation, administrative proceeding or other proceeding in which the subpoena has been issued.

13. The inadvertent production or disclosure of any document, material or information subject to the attorney-client privilege, attorney-work product privilege, or any other applicable privilege shall not be deemed a waiver, in whole or in part, of the producing party's claim of such privilege. The parties further agree that all such documents or materials inadvertently disclosed (and all copies of such materials) shall be returned to the producing party within twenty-four (24) hours after the producing party makes written demand for such return.

14. Any information that EEOC obtains that is protected by this Stipulation will not be used for any other purpose than this lawsuit and will not be shared or disclosed to any EEOC employee not involved in the litigation of this action.

DONE AND ORDERED THIS 25<sup>th</sup> day of March 2003.

  
United States District Judge  
Maj. 03/26