

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

DIANE LINK WALLACE, <i>et al.</i> ,)	
)	
Plaintiffs,)	
)	No. 03 C 0491
v.)	
)	Judge Ruben Castillo
CHICAGO HOUSING)	
AUTHORITY, <i>et al.</i> ,)	
)	
Defendants.)	

PROTECTIVE ORDER

The Court has before it the parties' Agreed Motion for Entry of Protective Order pursuant to Federal Rule of Civil Procedure 26(c) and Local Rule 26.2. During the course of pretrial discovery, the parties exchanged information of a confidential nature that should not be publicly disclosed, subject to an agreement that such information would be maintained as confidential until entry of this Protective Order. This information includes, for example, information of a personal and private nature such as Social Security Numbers; social services records of class members identified by name; proprietary or trade secret information submitted by third-party contractors; and internal financial documents or documents relating to bidding processes prior to their public release. On March 15, 2005, subject to Court approval, the parties entered into a Settlement Agreement and Order in which CHA agreed to provide plaintiffs' counsel with certain additional information and documents during the term of the Settlement Agreement and Order, subject to the terms of this Protective Order.

The Court finds that the confidentiality procedures proposed by the parties are narrowly tailored to prevent invasion of legitimate privacy interests, will facilitate the settlement of

this matter, and do not unduly restrict public access to court proceedings. Accordingly, the Court grants the Agreed Motion for Entry of Protective Order for the documents already produced and that will be produced during the term of this Settlement Agreement and Order. Should this matter be reinstated, documents and other information exchanged by the parties after that date are not covered by this Protective Order.

The documents covered by this Protective Order are subject to the following terms:

1. All discovery materials, and all documents produced pursuant to the Settlement Agreement and Order, shall be used for purposes of this case only unless such documents are in the public domain.
2. A party to this matter may designate a document as confidential by marking each page of the document with the words "CONFIDENTIAL" or "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER," if the producing party or a non-party who provided the information believes in good faith that the document contains confidential information within the requirements of Rule 26(c) of the Federal Rules of Civil Procedure ("Confidential Information"). Any magnetic media (*e.g.*, videotape or computer disk) that contains Confidential Information may be similarly labeled "CONFIDENTIAL," so long as the Confidential Information contained therein is reasonably identified by the producing party.
3. The failure to designate a document as "CONFIDENTIAL" does not constitute a waiver of such a claim. A producing party or non-party may designate a document as "CONFIDENTIAL" within a reasonable time after the document has been produced, with the effect that the document is subject to the protections of this Protective Order only from such time thereafter.

4. Confidential Information shall be furnished or disclosed only to the attorneys for the parties in this litigation (including employees of their firms engaged in this litigation). Confidential Information may also be disclosed to or made available by counsel of record for the party receiving such information to court reporters; the parties (including class representatives); outside photo-copying services; and any testifying or consulting expert (including their employees and support staff) retained by counsel of record in the case; provided that, prior to such disclosure, the disclosing counsel reasonably informs such persons of the provisions of this Protective Order, and such persons agree to be bound by its terms.

5. If any party objects to the designation of any document as "CONFIDENTIAL," the objecting party must provide written notice to the designating party. If the parties are unable to resolve any such objection within seven calendar days of receipt of the objection, the objecting party may move for an order vacating the designation. The document or information shall continue to be treated as Confidential Information until the motion has been decided by the Court.

6. If a party intends to file with the Court any document designated "CONFIDENTIAL," the filing party must first consult with the designating party and attempt to resolve any confidentiality concerns by, for example, removing the restriction or redacting Confidential Information from the document.

7. In the event that confidentiality concerns cannot be resolved prior to filing with the Court a document designated "CONFIDENTIAL," or if, in emergency situations, the filing party is unable to contact the designating party, the document shall be filed as a Restricted Document pursuant to Local Rules 5.8 and 26.2.

8. The parties recognize that confidentiality orders must be narrowly tailored and may not unduly restrict public access to court proceedings. *See Citizens First Nat'l Bank v. Cincinnati Ins. Co.*, 178 F.3d 943 (7th Cir. 1999). Accordingly, within 15 days after any document is filed as a Restricted Document, the party that designated the document "CONFIDENTIAL" must file a motion to maintain the document as a Restricted Document. Any such document shall remain a Restricted Document pending disposition of the motion. In the event no motion is filed within the 15-day period, the document shall no longer be designated as a Restricted Document, and shall become part of the public record.

9. Access to Restricted Documents shall be limited to the Court; court personnel; and counsel of record and their employees.

10. Nothing herein shall prevent any party who receives Confidential Information pursuant to this Protective Order from producing such Confidential Information in response to a lawful subpoena or other compulsory process; provided that any party receiving such subpoena or process shall: (i) give notice thereof to the designating party or non-party with a copy of the subpoena or other compulsory process so as to afford the designating party a reasonable opportunity to seek a protective order; and (ii) not produce such Confidential Information prior to receiving a court order or the consent of the designating party or non-party if application for a protective order is made promptly before the return date.

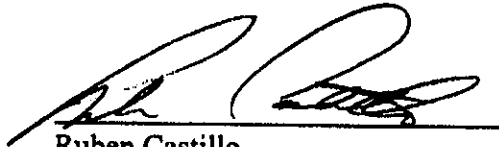
11. Nothing contained herein shall prevent any party or non-party from disclosing its own Confidential Information. If a party publicly discloses its own Confidential Information, that disclosure waives any confidentiality that document may have under this Protective Order.

12. At the conclusion of the period covered by the Settlement Agreement and Order, or, if this case is reinstated, at the conclusion of the trial, settlement, or any dismissal (including any appeals), all documents subject to this Protective Order (other than documents retained by the Court) shall, upon request of counsel for the party that produced them, be returned or destroyed.

13. This Protective Order may be modified or amended only by further order of the Court. Each of the parties or non-parties reserves the right to apply to the Court for enforcement or modification of or relief from any and all of the provisions of this Protective Order. The Court retains authority over any document designated "CONFIDENTIAL" or filed as a Restricted Document and may remove such designation or restriction for good cause at any time on its own motion or on motion of any party or non-party.

IT IS SO ORDERED:

Dated: 6/2, 2005



Ruben Castillo
United States District Judge

United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	Ruben Castillo	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	03 C 491	DATE	6/2/2005
CASE TITLE	Wallace, et al. vs. Chicago Housing Authority, et al.		

DOCKET ENTRY TEXT:

Enter Protective Order.

[For further detail see attached order.]

Docketing to mail notices.

Courtroom Deputy Initials:	RO
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