

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

JOHN DOE, a minor, by and through his)
Mother and next friend, Jane Doe,)

Plaintiff,)

v.)

THE ARCHDIOCESE OF CHICAGO,)
THE CATHOLIC BISHOP OF CHICAGO,)
a corporation sole, and)
CARDINAL FRANCIS GEORGE,)

Defendants.)

No. 2007 L 001504

The Honorable Jeffrey Lawrence

PROTECTIVE ORDER

This cause coming to be heard on Defendants' Motion For Entry of Proposed Protective Order, due notice having been given and the Court being fully informed in the premises, this Court, pursuant to Illinois Supreme Court Rule 201(c)(1), finds that good cause exists for entry of a protective order to prevent unauthorized disclosure and use of confidential information, as follows:

1. This matter involves the need for discovery involving the production and disclosure of documents, the answering of interrogatories, requests for admission, and the taking of testimony by oral deposition.

2. The Court recognizes that the scope of discovery will encompass production and disclosure of documents, information, and oral testimony that may contain confidential or highly sensitive personal information.

3. This Protective Order shall govern the disclosure and production of such confidential, personal and/or highly sensitive information, including but not limited to

information relating to sexual contact, sexual conduct claims of sexual abuse, the identities of individuals, including minors, making such claims and of non-parties against whom such claims have been made, which shall hereinafter be referred to as "Confidential Information."

4. Any party to this action may designate information produced or disclosed as Confidential Information, regardless of whether the information so designated was produced or disclosed by the designating party, another party to the action, or a non-party to the action, pursuant to the terms of this Order.

5. The names of (i) plaintiffs Jane Doe and John Doe, as well as the names of (ii) any non-party minors, (iii) individuals who were, or who claim to have been, victims of child sexual abuse, and (iv) ~~all other non-party individuals, including but not limited to non-parties who are claimed, or alleged, to have committed sexual abuse against minors or to be witnesses of~~ sexual abuse against minors, shall be treated as confidential, whether or not designated as such, and regardless of whether a party has received such information pursuant to either informal or formal discovery and prior to the entry of this protective order.

6. This Protective Order shall be subject to, and shall be governed by, any other order entered by this Court limiting, conditioning, or regulating discovery in this matter.

~~7. Any non-party served with discovery requests may designate information that such non-party produces or discloses as Confidential Information pursuant to the terms of this Order.~~

7. ~~8.~~ All Confidential Information shall be used solely for the purpose of this ^{disclosed to any person} litigation and not for any other purpose. Attorneys for the parties shall require each non-party, former employee, insurer, expert or consultant to whom Confidential Information is disclosed to

sign an agreement in substantially the form of Exhibit A hereto ("Confidentiality Agreement") which shall be retained by the party's attorney.

~~8.~~ 9.—Copies of Confidentiality Agreements executed by any ~~witnesses,~~ consultants, or experts who are required to be disclosed under the Illinois Supreme Court Rules shall be turned over to opposing counsel and non-party deponents within the time limits set forth in this Court's scheduling order for the disclosure of the identities of such witness, experts, or consultants, or, if executed after the expiration of such time limits, seasonably after execution.

~~9.~~ 10.—All documents containing Confidential Information will be returned or destroyed at the termination of this litigation. ~~If the materials are destroyed, the party destroying the materials shall, upon request, provide the opposing party with a certificate of destruction~~ with each party's written certification that the return of Confidential Information, including all copies thereof, is complete. The provisions of this Protective Order shall continue to be binding after the conclusion of this action.

~~10.~~ 11.—Confidential Information may be disclosed only to the following:

- (a) The Court, court personnel in the conduct of their official duties, and trier of fact;
- (b) counsel of record and the attorneys, paralegals, and support staff employed by counsel;
- (c) any party to this action;
- (d) any person acting on behalf of a party to this action, including translators, auditors, bank auditors, accountants, outside experts and consultants;
- (e) court reporters employed in this action;
- (f) a non-party witness who has been identified in discovery and who counsel reasonably believes must receive Confidential Information for the purposes of this litigation, provided that each non-party witness agrees to be bound by the terms of this Protective Order and execute the

Confidentiality Agreement attached as Exhibit A to this Protective Order;
and

(g) any individual selected with the opposing parties' written consent.

11. ~~12.~~ Any Confidential Information introduced at trial shall no longer be deemed confidential under this Order, absent a court order to the contrary. The designation of information as Confidential Information shall not affect its admissibility at trial.

12. ~~13.~~ Before any party files with the Court any material designated as Confidential Information pursuant to this Order, said party shall seek leave of court to file such Confidential Information under seal.

13. ~~14.~~ Discovery material designated as Confidential Information shall be designated "confidential" on the face of such material by the producing party. Any party shall also have the right to designate material produced by another party as Confidential Information for a period of fifteen (15) business days following the receipt of the material by the party making the designation.

14. ~~15.~~ If counsel for a party believes or discovers that (i) material produced or disclosed by a non-party is confidential, or (ii) material revealed or testimony given at a deposition is confidential, counsel may so designate such material or testimony as Confidential Information either on the record or in writing as soon as is practicable after the disclosure of the material. In order to facilitate such designations, unless otherwise agreed in writing by the parties and, in the case of disclosure in the course of a deposition, any non-party deponent, all material produced by a non-party and all deposition transcripts shall be treated as Confidential Information until fifteen (15) calendar days after the receipt of the non-party material or transcript by the party making the designation.

15. ~~16.~~ In the event either a party or non-party deponent inadvertently fails to designate discovery material or information such party has produced as "confidential," it may make such designation by notifying the parties as soon as practicable. If, in the meantime, a recipient of the non-designated material has disclosed that material to any individual who is not bound by this Order, the recipient shall: (a) identify those individuals to the producing party but, absent any agreement to the contrary, shall have no further obligations; or (b) obtain from the recipient an executed agreement attached as Exhibit A hereto. In no event, however, shall the inadvertent failure to designate material as confidential be deemed to be a waiver or otherwise affect any parties' right to assert confidentiality. After receipt of such notification, the party to whom production has been made will thereafter treat that material as Confidential Information.

16. ~~17.~~ If at any time any party or non-party objects to a designation of discovery material or information as "confidential," the person objecting shall notify the designating party in writing. The notice shall identify the material or information in question. If the matter cannot be resolved after good faith negotiations, the person objecting may apply to the Court for a ruling. The discovery material or information shall be treated as Confidential Information until the Court rules on the application.

17. ~~18.~~ If any party to this action is served with a subpoena or a discovery request arising in another matter that seeks the production of Confidential Information, said party shall give to the other parties and to any non-party deponent who produced such information notice fourteen (14) days prior to producing such Confidential Information.

18. ~~19.~~ Nothing contained in this Order shall preclude any party or non-party deponent from enforcing in an independent action any rights or remedies it has under the law for the improper receipt, transfer, dissemination, or use of Confidential Information obtained outside

this action by any person. The institution of an independent action shall not affect this Order.

No agreement, acquiescence, or ruling pursuant to this Order shall be deemed to be an admission that any information designated Confidential Information pursuant to this Order is, in fact, confidential.

19. 20. _____