

MARTIN CIGICH, )  
)  
Plaintiff, )  
v. ) Case No. 05-CV-02455-JWL-DJW  
)  
CITY OF BASEHOR, KANSAS, )  
)  
Defendant. )

or materials are produced in response to any discovery requested or obtained by Plaintiff or Defendant in the above-captioned case and are designated "Confidential."

2. It is understood by the parties that all such documents specifically so designated by any party, and the information contained in such documents, are confidential as the documents contain personal, financial, medical, proprietary or otherwise confidential information.

3. All such documents so designated by any party, and the information contained in such documents, shall be treated as confidential by all persons covered by this Agreement, and shall be used solely for the prosecution or defense of this action. No such document, and no information contained in any such document, shall be disclosed to anyone, in any manner whatsoever, except as provided herein.

4. Nothing in the Protective Order shall be construed to prevent counsel for either party from using such documents at hearing or trial in accordance with the Federal Rules of Evidence and Federal Rules of Civil Procedure, or from disclosing such documents, and the information contained in such documents, to persons assisting counsel in the preparation or presentation of either party's case, or from exhibiting any such documents or confidential information to said persons assisting counsel or to deponents during the course of their depositions, or to court reporters. Nothing in the Protective Order shall prevent plaintiff or defendants from using for any other business purpose of plaintiff or defendants the documents or the information contained therein which it produces to plaintiff or defendants.

5. Disclosure shall not be made of any such document to any individual including expert witnesses (but excluding counsel or support staff) unless and until counsel shall have first presented to such individual a copy of the Protective Order. All counsel shall require such person to read the Protective Order and to acknowledge reading and understanding the terms of the Protective Order by placing his or her signature on a separate sheet attached to the Protective Order. All such persons shall be bound by the terms of the Protective Order and shall

not permit disclosure or exhibition of the documents, or information contained in such documents, other than pursuant to the terms of the Protective Order.

6. The parties may consent that a document produced pursuant to discovery may be removed from the scope of the Protective Order. Such consent shall be indicated in writing addressed to the opposing counsel.

7. If a party considers a document not to be confidential and desires the removal of such designation, counsel for that party shall discuss the matter with the opposing counsel to ascertain if confidentiality by agreement may be lifted or narrowed. If agreement of counsel cannot be had, then the Court may, upon application, make such order as is appropriate in the circumstances.

8. It is further understood that no copies shall be made of any documents produced by either party, unless necessary in connection with this litigation.

9. The termination of proceedings in this action shall not relieve any person to whom confidential material has been disclosed from the obligations of the Protective Order, unless the Court orders otherwise.

10. This Order is not rendered to the prejudice of either party to seek further protective orders throughout the process of discovery or otherwise during this litigation.

**IT IS THEREFORE ORDERED** that the parties' Joint Motion for Protective Order (doc. 10) is granted.

**IT IS SO ORDERED.**

Dated this 6th day of January 2006.

s/ David J. Waxse  
**David J. Waxse**  
**U.S. Magistrate Judge**

**APPROVED BY:**

FISHER, PATTERSON, SAYLER & SMITH, LLP

/s/ Michael K. Seck

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The undersigned hereby acknowledges that he/she has read the provisions of the Protective Order (the “Order”) entered by the Court in this action on \_\_\_\_\_, 200\_\_ and agrees to be bound by the terms of the Order. Specifically,

- Dated: \_\_\_\_\_

(Printed Name)