

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WISCONSIN

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ALLSTATE INSURANCE COMPANY, as  
subrogee of Cass and Alice Wehner,

Plaintiff,

v.

DAIMLERCHRYSLER, PARKSIDE  
MOTORS and DENSO CORPORATION,

Defendants.

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ORDER

04-C-976-C

The parties have submitted for court signature a stipulated protective order. The court cannot sign the order until the parties tighten it up. Specifically, in numbered paragraph 1, the parties indicate that defendant “may designate as ‘Confidential’ documents it agrees to produce [during discovery] . . . [s]ince such materials are confidential or proprietary or contain trade secrets . . .” As phrased, this clause is overbroad because it delegates to DaimlerChrysler the ability to designate as confidential everything it produces during discovery in this case. Clearly this was not the parties’ intent and equally clearly, this is not allowed under the law of this circuit.

The parties must edit their proposed order to include an objective definition of “confidential documents” that limits the term to documents that contain genuine trade secrets, sales information, financial data and the like that DaimlerChrysler actually maintains

in confidence. A definition of this sort allows the court to fulfill its fiduciary duty to the public to ensure that only genuinely confidential documents are kept from the public view in this case.

The parties should edit their proposed protective order to contain such a definition tailored more closely to their actual circumstances and then resubmit their proposal to the court for signature.

Entered this 3rd day of August, 2005.

BY THE COURT:  
/s/  
STEPHEN L. CROCKER  
Magistrate Judge