

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS**

**APPENDIX A**

**STANDING PRETRIAL PROCEDURE ORDER AND FORMS**

## STANDING ORDER ESTABLISHING PRETRIAL PROCEDURE

(Adopted Pursuant to General Order of 26 June 1985; Amended Pursuant to General Orders of 27 November 1991 and 9 March 1995)

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#### **1. Introduction**

This pretrial procedure is intended to secure a just, speedy, and inexpensive determination of the issues. If the type of procedure described below does not appear calculated to achieve these ends in this case, counsel should seek an immediate conference with the judge and opposing counsel so that alternative possibilities may be discussed. Failure of either party to comply with the substance or the spirit of this *Standing Order* may result in dismissal of the action, default or other sanctions appropriate under [Fed. R. Civ. P. 16](#) or [37, 28 U.S.C. §1927](#) or any other applicable provisions.

Parties should also be aware that there may be variances in the forms and procedures used by each of the judges in implementing these procedures. Accordingly, parties should contact the minute clerk for the assigned judge for a copy of any standing order of that judge modifying these procedures.

#### **2. Scheduling Conference**

Within 60 days after the appearance of a defendant and within 90 days after the complaint has been served on a defendant in each civil case (other than categories of cases excepted by local General Rule 5.00), the court will usually set a scheduling conference (ordinarily in the form of a status hearing) as required by [Fed. R. Civ. P. 16](#). At the conference, counsel should be *fully prepared* and have authority to discuss any questions regarding the case, including questions raised by the pleadings, jurisdiction, venue, pending motions, motions contemplated to be filed, the contemplated joinder of additional parties, the probable length of time needed for discovery and the possibility of settlement of the case. Counsel will have the opportunity to discuss any problems confronting them, including the need for time in which to prepare for trial.

### **3. Procedures for Complex or Protracted Discovery**

If at any time during the scheduling conference or later status, hearings it appears that complex or protracted discovery will be sought, the court may

- (a) determine that the *Manual on Complex Litigation 2d* be used as a guide for procedures to be followed in the case, or
- (b) determine that discovery should proceed by phases, or
- (c) require that the parties develop a joint written discovery plan under [Fed.R.Civ.P. 26 \(f\)](#).

If the court elects to proceed with phased discovery, the first phase will address information necessary to evaluate the case, lay the foundation for a motion to dismiss or transfer, and explore settlement. At the end of the first phase, the court may require the parties to develop a joint written discovery plan under [Fed.R.Civ.P. 26 \(f\)](#) and this *Standing Order*.

If the court requires parties to develop a discovery plan, such plan shall be as specific as possible concerning dates, time, and places discovery will be sought and as to the names of persons whose depositions will be taken. It shall also specify the parties' proposed discovery closing date. Once approved by the court, the plan may be amended only for good cause. Where the parties are unable to agree on a joint discovery plan, each shall submit a plan to the court. After reviewing the separate plans, the court may take such action as it deems appropriate to develop the plan. Where appropriate, the court may also set deadlines for filing and a time framework for the disposition of motions.

### **4. Discovery Closing Date.**

In cases subject to this *Standing Order*, the court will, at an appropriate point, set a discovery closing date. Except to the extent specified by the court on motion of either party, discovery must be *completed* before the discovery closing date. Discovery requested before the discovery closing date, but not scheduled for completion before the discovery closing date, does not comply with this order.

### **5. Settlement**

Counsel and the parties are directed to undertake a good faith effort to settle that includes a thorough exploration of the prospects of settlement before undertaking the extensive labor of preparing the Order provided for in the next paragraph. The court may require that representatives of the parties with authority to bind them in settlement discussions be present or available by telephone during any settlement conference.

If the parties wish the court to participate in a settlement conference, counsel should ask the court or the minute clerk to schedule such conference. In a case where the trial will be conducted without a jury, particularly as the case nears the date set for trial, the preferred method of having the court preside over settlement talks is for the assigned judge to arrange for another judge to preside or to refer the task to a magistrate judge. If the case has not been settled and is placed on the court's trial calendar, settlement possibilities should continue to be explored throughout the period before trial. If the case is settled, counsel shall notify the minute clerk promptly and notice up the case for final order.

### **6. Final Pretrial Order**

The court will schedule dates for submission of a proposed final pretrial order ( Order ) and final

pretrial conference ( Conference ) in accordance with [Fed.R.Civ.P. 16](#). In the period between notice and the date for submission of the pretrial order:

(a) Counsel for all parties are directed to meet in order to (1) reach agreement on any possible stipulations narrowing the issues of law and fact, (2) deal with nonstipulated issues in the manner stated in this paragraph and (3) exchange copies of documents that will be offered in evidence at the trial. The court may direct that counsel meet in person (face-to-face). It shall be the duty of counsel for plaintiff to initiate that meeting and the duty of other counsel to respond to plaintiff's counsel and to offer their full cooperation and assistance to fulfill both the substance and spirit of this standing order. If, after reasonable effort, any party cannot obtain the cooperation of other counsel, it shall be his or her duty to advise the court of this fact by appropriate means.

(b) Counsel s meeting shall be held sufficiently in advance of the date of the scheduled Conference with the court so that counsel for each party can furnish all other counsel with a statement ( Statement ) of the issues the party will offer evidence to support. The Statement will (1) eliminate any issues that appear in the pleadings about which there is no controversy, and (2) include all issues of law as well as ultimate issues of fact from the standpoint of each party.

(c) It is the obligation of counsel for plaintiff to prepare from the Statement a draft Order for submission to opposing counsel. Included in plaintiff's obligation for preparation of the Order is submission of it to opposing counsel in ample time for revision and timely filing. Full cooperation and assistance of all other counsel are required for proper preparation of the Order to fulfill both the substance and spirit of this Standing Order. All counsel will jointly submit the original and one copy of the final draft of the Order to the judge's chambers (or in open court, if so directed) on the date fixed for submission.

(d) All instructions and footnotes contained within the Final Pretrial Order form promulgated with this *Standing Order* must be followed. They will be binding on the parties at trial in the same manner as though repeated in the Order. If any counsel believes that any of the instructions and/or footnotes allow for any part of the Order to be deferred until after the Order itself is filed, that counsel shall file a motion seeking leave of court for such deferral.

(e) Any pending motions requiring determination in advance of trial (including, without limitation, motions *in limine*, disputes over specific jury instructions or the admissibility of any evidence at trial upon which the parties desire to present authorities and argument to the court) shall be specifically called to the court's attention not later than the date of submission of the Order.

(f) Counsel must consider the following matters during their conference:

(1) Jurisdiction (if any question exists in this respect, it must be identified in the Order);

(2) Propriety of parties; correctness of identity of legal entities; necessity for appointment of guardian, administrator, executor or other fiduciary, and validity

of appointment if already made; correctness of designation of party as partnership, corporation or individual d/b/a trade name; and  
(3) Questions of misjoinder or nonjoinder of parties.

### **7. Final Pretrial Conference**

At the Conference each party shall be represented by the attorneys who will try the case (unless before the conference the court grants permission for other counsel to attend in their place). All attending attorneys will familiarize themselves with the pretrial rules and will come to the Conference with full authority to accomplish the purposes of [F.R.Civ.P. 16](#) (including simplifying the issues, expediting the trial and saving expense to litigants). Counsel shall be prepared to discuss settlement possibilities at the Conference without the necessity of obtaining confirmatory authorization from their clients. If a party represented by counsel desires to be present at the Conference, that party's counsel must notify the adverse parties at least one week in advance of the conference. If a party is not going to be present at the Conference, that party's counsel shall use their best efforts to provide that the client can be contacted if necessary. Where counsel represents a governmental body, the court may for good cause shown authorize that counsel to attend the Conference even if unable to enter into settlement without consultation with counsel's client.

### **8. Extensions of Time for Final Pretrial Order or Conference**

It is essential that parties adhere to the scheduled dates for the Order and Conference, for the Conference date governs the case's priority for trial. Because of the scarcity of Conference dates, courtesy to counsel in other cases also mandates no late changes in scheduling. Accordingly, *no* extensions of the Order and Conference dates will be granted without good cause, and no request for extension should be made less than 14 days before the scheduled Conference.

### **9. Action Following Final Pretrial Conference**

At the conclusion of the Conference the court will enter an appropriate order reflecting the action taken, and the case will be added to the civil trial calendar. Although no further pretrial conference will ordinarily be held thereafter, a final conference may be requested by any of the parties or ordered by the court prior to trial. Any case ready for trial will be subject to trial as specified by the court.

### **10. Documents Promulgated with the *Standing Order***

Appended to this *Standing Order* are the following:

- (a) a form of final pretrial order;
- (b) a form for use as Schedule (c), the schedule of exhibits for the final pretrial order;
- (c) a form of pretrial memorandum to be attached to the completed final pretrial order in personal injury cases;
- (d) a form of pretrial memorandum to be attached to the completed final pretrial order in employment discrimination cases; and
- (e) guidelines for preparing proposed findings of fact and conclusions of law.

Each of the forms is annotated to indicate the manner in which it is to be completed.

**Form LR16.1.4. Final Pretrial Order Form**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
[indicate Eastern or Western] DIVISION**

Plaintiff<sup>1</sup>, )  
v. ) Civil Action No.  
Defendant. ) Judge [Insert name of assigned judge]

**FINAL PRETRIAL ORDER**

This matter having come before the court at a pretrial conference held pursuant to [Fed. R. Civ. P. \(“Rule”\) 16](#), and [insert name, address and telephone number] having appeared as counsel for plaintiff(s) and [insert name, address and telephone number] having appeared as counsel for defendant(s), the following actions were taken:

- (1) This is an action for [insert nature of action, e.g., breach of contract, personal injury] and the jurisdiction of the court is invoked under [insert citation of statute on which jurisdiction based]. Jurisdiction is (not) disputed.<sup>2</sup>
- (2) The following stipulations and statements were submitted and are attached to and made a part of this Order:<sup>3</sup>
  - (a) a comprehensive stipulation or statement of all uncontested facts, which will become a part of the evidentiary record in the case (and which, in jury trials, may be read

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<sup>1</sup> Singular forms are used throughout this document. Plural forms should be used as appropriate. Where a third-party defendant is joined pursuant to Rule 14(a), the Order may be suitably modified. In such cases, the caption and the statement of parties and counsel shall be modified to reflect the joiner.

<sup>2</sup> In diversity cases or other cases requiring a jurisdictional amount in controversy, the Order shall contain either a stipulation that the required jurisdictional amount is involved or a brief written statement citing evidence supporting the claim that such sum could reasonably be awarded.

<sup>3</sup> The asterisked (\*) options shall not be required unless the court explicitly orders inclusion of one or more of them.

On motion of any party or on the court's own motion, any other requirement of the Order may be waived.



to the jury by the court or any party);<sup>4</sup>

(b) for jury trials a short agreed description of the case to be read to prospective jurors.

(c) except for rebuttal exhibits, schedules in the form set out in the attached Schedule (c) of—

(1) all exhibits (all exhibits shall be marked for identification before trial), including documents, summaries, charts and other items expected to be offered in evidence and

(2) any demonstrative evidence and experiments to be offered during trial;<sup>5</sup>

(d) a list or lists of names and addresses of the potential witnesses to be called by each party, with a statement of any objections to calling, or to the qualifications of, any witness identified on the list;<sup>6</sup>

(e) stipulations or statements setting forth the qualifications of each F.R. Evid 702 witness in such form that the statement can be read to the jury at the time the F.R. Evid 702 witness takes the stand;<sup>7</sup>

(f) a list of all depositions, and designated page and line numbers, to be read into evidence and statements of any objections thereto;<sup>8</sup>

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<sup>4</sup> Counsel for plaintiff has the responsibility to prepare the initial draft of a proposed stipulation dealing with allegations in the complaint. Counsel for any counter-, cross- or third-party complainant has the same responsibility to prepare a stipulation dealing with allegations in that party's complaints. If the admissibility of any uncontested fact is challenged, the party objecting and the grounds for objection must be stated.

<sup>5</sup> Items not listed will not be admitted unless good cause is shown. Cumulative documents, particularly x-rays and photos, shall be omitted. Duplicate exhibits shall not be scheduled by different parties, but may be offered as joint exhibits. All parties shall stipulate to the authenticity of exhibits whenever possible, and this Order shall identify any exhibits whose authenticity has not been stipulated to and specific reasons for the party's failure so to stipulate. As the attached Schedule (c) form indicates, non-objected-to exhibits which have been explicitly referred to in testimony or stipulation or published to the jury are received in evidence by operation of this Order, without any need for further foundation testimony. Copies of exhibits shall be made available to opposing counsel and a bench book of exhibits shall be prepared and delivered to the court at the start of the trial unless excused by the court. If the trial is a jury trial and counsel desires to display exhibits to the members of the jury, sufficient copies of such exhibits must be made available so as to provide each juror with a copy, or alternatively, enlarged photographic copies or projected copies should be used.

<sup>6</sup> Each party shall indicate which witnesses *will* be called in the absence of reasonable

notice to opposing counsel to the contrary, and which *may* be called as a possibility only. Any witness not listed will be precluded from testifying absent good cause shown, except that each party reserves the right to call such rebuttal witnesses (who are not presently identifiable) as may be necessary, without prior notice to the opposing party.

<sup>7</sup> Only one F.R. Evid. 702 witness on each subject for each party will be permitted to testify absent good cause shown. If more than one F.R. Evid. 702 witness is listed, the subject matter of each expert's testimony shall be specified.

<sup>8</sup> If any party objects to the admissibility of any portion, both the name of the party objecting and the grounds shall be stated. Additionally, the parties shall be prepared to present to the court, at such time as directed to do so, a copy of all relevant portions of the deposition transcript to assist the court in ruling *in limine* on the objection. All irrelevant and redundant material including all colloquy between counsel shall be eliminated when the deposition is read at trial. If a video

- (g) an itemized statement of damages;
- (h)\* for a jury trial, each party shall provide the following:
  - (i) trial briefs except as otherwise ordered by the court;<sup>9</sup>
  - (ii) one set of marked proposed jury instructions, verdict forms and special interrogatories, if any;<sup>10</sup> and
  - (iii) a list of the questions the party requests the court to ask prospective jurors in accordance with Fed.R.Civ.P. 47(a);
- (i) a statement that each party has completed discovery, including the depositions of F.R. Evid 702 witnesses (unless the court has previously ordered otherwise). Absent good cause shown, no further discovery shall be permitted;<sup>11</sup> and
- (j) subject to full compliance with all the procedural requirements of Rule 37(a)(2), a brief summary of intended motions in limine. Any briefs in support of and responses to such motions shall be filed as directed by the Court.

(2.1) The following *optional* stipulations and statements were submitted and are attached to

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deposition is proposed to be used, opposing counsel must be so advised sufficiently before trial to permit any objections to be made and ruled on by the court, to allow objectionable material to be edited out of the film before trial.

<sup>9</sup> (Note: The use of the asterisk (\*) is explained in Footnote 3.) No party's trial brief shall exceed 15 pages without prior approval of the court. Trial briefs are intended to provide full and complete disclosure of the parties' respective theories of the case. Accordingly, each trial brief shall include statements of—

- (a) the nature of the case,
- (b) the contested facts the party expects the evidence will establish,
- (c) the party's theory of liability or defense based on those facts and the uncontested facts,
- (d) the party's theory of damages or other relief in the event liability is established, and
- (e) the party's theory of any anticipated motion for directed verdict.

The brief shall also include citations of authorities in support of each theory stated in the brief. Any theory of liability or defense that is not expressed in a party's trial brief will be deemed waived.

<sup>10</sup> *Agreed* instructions shall be presented by the parties whenever possible. Whether agreed or unagreed, each marked copy of an instruction shall indicate the proponent and supporting authority and shall be numbered. All objections to tendered instructions shall be in writing and include citations of authorities. Failure to object may constitute a waiver of any objection.

In diversity and other cases where Illinois law provides the rules of decision, use of Illinois Pattern Instructions (“IPI”) as to all issues of substantive law is required. As to all

other issues, and as to all issues of substantive law where Illinois law does not control, the following pattern jury instructions shall be used in the order listed, e.g., an instruction from (b) shall be used only if no such instruction exists in (a):

- (a) the Seventh Circuit pattern jury instructions; or,
- (b) any pattern jury instructions published by a federal court. (Care should be taken to make certain substantive instructions on federal questions conform to Seventh Circuit case law.)

At the time of trial, an unmarked original set of instructions and any special interrogatories (on 8 ½" x 11" sheets) shall be submitted to the court; to be sent to the jury room after being read to the jury. Supplemental requests for instructions during the course of the trial or at the conclusion of the evidence will be granted solely as to those matters that cannot be reasonably anticipated at the time of presentation of the initial set of instructions.

<sup>11</sup> If this is a case in which (contrary to the normal requirements) discovery has not been completed, this Order shall state what discovery remains to be completed by each party.

and made a part of this Order:

- (k)\* an agreed statement or statements by each party of the contested issues of fact and law and a statement or statements of contested issues of fact or law not agreed to;
- (l)\* waivers of any claims or defenses that have been abandoned by any party;
- (m)\* for a non-jury trial, each party shall provide proposed *Findings of Fact and Conclusions of Law* in duplicate (see guidelines available from the court's minute clerk or secretary);<sup>12</sup>
- (3) Trial of this case is expected to take [*insert the number of days trial expected to take*] days. It will be listed on the trial calendar, to be tried when reached.
- (4) [*Indicate the type of trial by placing an X in the appropriate box*]  
Jury **G**                  Non-jury **G**
- (5) The parties recommend that [*indicate the number of jurors recommended*]<sup>13</sup> jurors be selected at the commencement of the trial.
- (6) The parties [*insert "agree" or "do not agree" as appropriate*] that the issues of liability and damages [*insert "should" or "should not" as appropriate*] be bifurcated for trial. On motion of any party or on motion of the court, bifurcation may be ordered in either a jury or a non-jury trial.
- (7) [*Pursuant to 28 U.S.C. § 636(c), parties may consent to the reassignment of this case to a magistrate judge who may conduct any or all proceedings in a jury or nonjury civil matter and order the entry of judgment in the case. Indicate below if the parties consent to such a reassignment.*]  
**G** The parties consent to this case being reassigned to a magistrate judge for trial.
- (8) This Order will control the course of the trial and may not be amended except by consent of the parties and the court, or by order of the court to prevent manifest injustice.
- (9) Possibility of settlement of this case was considered by the parties.

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<sup>12</sup> These shall be separately stated in separately numbered paragraphs. Findings of Fact should contain a detailed listing of the relevant material facts the party intends to prove. They should not be in formal language, but should be in simple narrative form. Conclusions of Law should contain concise statements of the meaning or intent of the legal theories set forth by counsel.

<sup>13</sup> Rule 48 specifies that a civil jury shall consist of not fewer than six nor more than twelve jurors.

Date: \_\_\_\_\_

\_\_\_\_\_  
United States District Judge<sup>14</sup>

*[Attorneys are to sign the form before presenting it to the court.]*

\_\_\_\_\_  
Attorney for Plaintiff

\_\_\_\_\_  
Attorney for Defendant

\_\_\_\_\_  
<sup>14</sup> Where the case has been reassigned on consent of parties to a magistrate judge for all purposes, the magistrate judge will, of course, sign the final pretrial order.

**Schedule (c)**  
**Exhibits<sup>15</sup>**

1. The following exhibits were offered by plaintiff, received in evidence and marked as indicated:

*[State identification number and brief description of each exhibit.]*

2. The following exhibits were offered by plaintiff and marked for identification. Defendant(s) objected to their receipt in evidence on the grounds stated:<sup>16</sup>

*[State identification number and brief description of each exhibit. Also state briefly the ground of objection, such as competency, relevancy or materiality, and the provision of Fed.R.Evid. relied upon. Also state briefly plaintiff's response to the objection, with appropriate reference to Fed.R.Evid.]*

3. The following exhibits were offered by defendant, received in evidence and marked as indicated:

*[State identification number and brief description of each exhibit.]*

4. The following exhibits were offered by defendant and marked for identification. Plaintiff objected to their receipt in evidence on the grounds stated:<sup>17</sup>

*[State identification number and brief description of each exhibit. Also state briefly the ground of objection, such as competency, relevancy or materiality, and the provision of Fed.R.Evid. relied upon. Also state briefly defendant's response to the objection, with appropriate reference to Fed.R.Evid.]*

5. Non-objected-to exhibits are received in evidence by operation of this Order. However, in jury trials, exhibits that have not been explicitly referred to in testimony or otherwise published to the jury prior to the close of all evidence or in argument are not in evidence.

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Committee Comment

The amendment to the Final Pretrial Order Form will improve efficiency in litigation.

Amended October 4, 2006, July 1, 2008 and July 24, 2015

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<sup>15</sup> As in the Final Pretrial Order form, references to “plaintiff” and “defendant” are intended to cover those instances where there are more than one of either.

<sup>16</sup> Copies of objected-to exhibits should be delivered to the court with this Order, to possibly permit rulings *in limine* where

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<sup>17</sup> *See* footnote 17.



**LR16.1.2. Form of Pretrial Memorandum for Use in Personal Injury Cases**

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

) Civil Action No.  
)  
) Judge [*Insert name of assigned judge*]  
v. )  
) Plaintiff requests \$\_\_\_\_\_  
)  
) Defendant offers \$\_\_\_\_\_

**PRETRIAL MEMORANDUM**

Plaintiff's Name: \_\_\_\_\_  
Age: \_\_\_\_\_  
Occupation: \_\_\_\_\_  
Marital status: \_\_\_\_\_

Attorney for plaintiff [*indicate name and phone number of trial attorney*]:

\_\_\_\_\_  
-  
\_\_\_\_\_  
-  
\_\_\_\_\_  
-

Attorney for defendant [*indicate name and phone number of trial attorney*]:

\_\_\_\_\_  
-  
\_\_\_\_\_  
-  
\_\_\_\_\_  
-

Summary of injuries [*note especially any permanent pathology*]:

\_\_\_\_\_  
-  
\_\_\_\_\_  
-  
\_\_\_\_\_  
-

Date, hour, and place of occurrence:

\_\_\_\_\_  
-

Attending physicians:

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—

Hospitals:

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—

Place of employment:

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—

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**Part A. Compensatory Damages** [Parts A & B are to be completed by plaintiff's counsel.]

1. Liquidated Damages:
  - (a) Medical fees \$ \_\_\_\_\_
  - (b) Hospital bills \$ \_\_\_\_\_
  - (c) Loss of income \$ \_\_\_\_\_
  - (d) Miscellaneous expenses \$ \_\_\_\_\_TOTAL \$ \_\_\_\_\_
  
2. What is the total amount of compensatory damages claimed in this action? \$ \_\_\_\_\_

**Part B. Punitive Damages**

- a. Does the plaintiff claim punitive damages?  
Yes **G**      No **G**      If yes, how much? \$ \_\_\_\_\_

**Brief Statement of Circumstances of Occurrence:**

Plaintiff's view:

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Defendant's view:

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*[At the direction of the court the parties are to attach to this memorandum any medical reports or other materials useful for discussion at the pretrial conference.]*

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**LR16.1.3. Form of Pretrial Memorandum for Use in Employment Discrimination Cases**

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

v. ) Civil Action No.  
)  
) Judge [Insert name of assigned judge]  
)  
)  
)

**PRETRIAL MEMORANDUM**

Attorney for plaintiff [Indicate name and phone number of trial attorney]:

\_\_\_\_\_  
-  
\_\_\_\_\_

Plaintiff’s brief summary of claim and statement of employment action:

\_\_\_\_\_  
-  
\_\_\_\_\_  
-  
\_\_\_\_\_

Attorney for defendant [Indicate name and phone number of trial attorney]:

\_\_\_\_\_  
-  
\_\_\_\_\_

Defendant’s brief summary of defenses and statement of employment action:

\_\_\_\_\_  
-  
\_\_\_\_\_  
-  
\_\_\_\_\_

*[Plaintiff’s counsel will complete Part A, Plaintiff’s Summary of Damages, and defendant’s counsel will complete Part B, Defendant’s Summary of Damages, Assuming Liability. As indicated in the title to Part B, defendant’s counsel must complete the section using the assumption of liability, even though defendant disputes liability.]*

**Part A. Plaintiff's Summary of Damages**

1. Lost Wages and Benefits: [For each year for which damages are claimed, indicate (A) the total wages and benefits that would have been earned working for defendant but for the discrimination, (B) the total wages, benefits, and other income earned in substitute employment that plaintiff was able to obtain, (C) additional wages and benefits defendant maintains plaintiff could have earned, and (D) the difference between (A) and the total of [(B) + (C)].

Year	A Amounts Lost Due to Discrimination	B Amounts Earned in Substitute Employment	C Additional Amounts Could Have Earned	D Difference (A-(B+C))
<sup>1</sup> 19____	_____	_____	_____	_____
19____	_____	_____	_____	_____
	Total Lost Wages & Benefits:			\$ _____
2.	(a) Attorneys Fees (to date):		\$ _____	
	(b) Costs (to date):		\$ _____	
3.	Do you claim:			
	(a) Pain, suffering, emotional injury, etc.?			
	Yes <b>G</b> No <b>G</b> If yes, how much?			\$ _____
	(b) Punitive or liquidated (double) damages?			
	Yes <b>G</b> No <b>G</b> If yes, how much?			\$ _____
	(c) Pre-judgment interest? <sup>2</sup>			
	Yes <b>G</b> No <b>G</b> If yes, how much?			\$ _____
4.	Do you claim any other kinds of damage?			
	Yes <b>G</b> No <b>G</b> If yes, what kind and how much?			\$ _____
5.	Total Amount Claimed:			\$ _____

<sup>1</sup> Only two years are shown. Use the appropriate number of years in completing the form.

<sup>2</sup> The inclusion of both liquidated damages and pre-judgment interest in this form is not intended to suggest that both are or are not recoverable.

**Part B. Defendant's Summary of Damages, Assuming Liability** [This portion is to be completed in good faith even though defendant disputes liability.]

1. [For each year for which damages are claimed, indicate (A) the total wages and benefits that would have been earned working for defendant but for the discrimination, (B) the total wages, benefits, and other income earned in substitute employment that plaintiff was able to obtain, (C) additional wages and benefits defendant maintains plaintiff could have earned, (D) other amounts received, such as disability or pension payments, and (E) the difference between (A) and the total of (B) + (C) + (D).]

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
	Amounts	Amounts	Additional	Other	Difference
	Lost	Earned in	Amounts	Amounts	(A-(B+C+D))
	Due to	Substitute	Could Have	Received	
Year <sup>3</sup>	Discrimination	Employment	Earned		
19____	_____	_____	_____	_____	_____
19____	_____	_____	_____	_____	_____
			Total Lost Wages & Benefits:		\$ _____

2. Does the defendant dispute the amount claimed for attorney's fees and costs?  
 Yes **G**      No **G**      If yes, explain, giving estimated amount due:  
 \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

3. Does the defendant dispute the amount claimed for pain, suffering, emotional injury, etc?  
 Yes **G**      No **G**      If yes, explain, giving estimated amount due:  
 \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

4. Does the defendant dispute the claim for pre-judgment interest?  
 Yes **G**      No **G**      If yes, explain, giving estimated amount due:  
 \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

5. Does the defendant dispute the claim for punitive damages?  
 Yes **G**      No **G**      If yes, explain, giving estimated amount due:  
 \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

6. Does the defendant dispute any other claims for damages made by the plaintiff?  
 \_\_\_\_\_

<sup>3</sup> Only two years are shown. Use the appropriate number of years in completing the form.

Yes **G**

No **G**

If yes, explain, giving estimated amount due:

\_\_\_\_\_  
- \_\_\_\_\_ \$           

7. Total amount owed, assuming liability: \$             
\_\_\_\_\_

## **GUIDELINES FOR PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW**

(a) Plaintiff shall first provide the court with proposed findings and conclusions, which shall have been served on each defendant. Each defendant shall then provide the court with answering proposals, which shall have been served on each plaintiff.

(b) Plaintiff's proposals shall include (a) a narrative statement of *all facts* proposed to be proved and (b) a concise statement of plaintiff's legal contentions and the authorities supporting them:

(1) Plaintiff's narrative statement of facts shall set forth in simple declarative sentences all the facts relied upon in support of plaintiff's claim for relief. It shall be complete in itself and shall contain no recitation of any witness' testimony or what any defendant stated or admitted in these or other proceedings, and no references to the pleadings or other documents or schedules as such. It may contain references in parentheses to the names of witnesses, depositions, pleadings, exhibits or other documents, but no party shall be required to admit or deny the accuracy of such references. It shall, so far as possible, contain no pejoratives, labels or legal conclusions. It shall be so constructed, in consecutively numbered paragraphs (though where appropriate a paragraph may contain more than one sentence), that each of the opposing parties will be able to admit or deny each separate sentence of the statement.

(2) Plaintiff's statement of legal contentions shall set forth all such plaintiff's contentions necessary to demonstrate the liability of each defendant to such plaintiff. Such contentions shall be separately, clearly and concisely stated in separately numbered paragraphs. Each paragraph shall be followed by citations of authorities in support thereof.

(c) Each defendant's answering proposals shall correspond to plaintiff's proposals:

(1) Each defendant's factual statement shall admit or deny each separate sentence contained in the narrative statement of fact of each plaintiff, except in instances where a portion of a sentence can be admitted and a portion denied. In those instances, each defendant shall state clearly the portion admitted and the portion denied. Each separate sentence of each defendant's response shall bear the same number as the corresponding sentence in the plaintiff's narrative statement of fact. In a separate portion of each defendant's narrative statement of facts, such defendant shall set forth all affirmative matter of a factual nature relied upon by such defendant, constructed in the same manner as the plaintiff's narrative statement of facts.

(2) Each defendant's separate statement of proposed conclusions of law shall respond directly to plaintiff's separate legal contentions and shall contain such additional contentions of the defendant as may be necessary to demonstrate the non-liability or limited liability of the defendant. Each defendant's statement of legal contentions shall be constructed in the same manner as is provided for the similar statement of each plaintiff. [NOTE: This Guideline was amended by General Order of May 4, 2004]



### Appendix to Local Rule 54.3

#### SAMPLE JOINT STATEMENT

Pursuant to section (e) of LR54.3, the parties submit the following Joint Statement with respect to the motion for fees and expenses filed by *[name of movant]*:

1. *[name of movant]* claims attorney's fees of \$102,425 and related nontaxable expenses of \$12,578.40. *[name of movant]* calculates this claim as follows:

Lawyer	Hours	Rate	Totals
Smith	300	\$245	73,500
Jones	175	\$110	19,250
Johnson	65	\$95	6,175
Wilson (paralegal)	70	\$50	3,500
Total			\$102,425

2. The position of *[name of respondent]* is that fees should be awarded on the following basis:

Lawyer	Hours	Rate	Totals
Smith	200	\$200	40,000
Jones	175	\$110	19,250
Johnson	40	\$95	3,800
Wilson	70	\$50	3,500
Total			\$ 66,550

Respondent's position is that related nontaxable expenses of \$11,380.00 should be awarded.

3. The specific disputes remaining between the parties are the following:
  - (a) The appropriate hourly rate for Smith;
  - (b) Whether 100 hours spent by Smith and 25 hours spent by Johnson on the state claim should be compensated;
  - (c) Whether \$1,198.40 spent on deposition transcripts of four specific witnesses (Banks, Davis, George, and Penny) should be compensable.
4. The underlying judgment in the case will not be appealed and the only remaining dispute in the litigation is the appropriate fee award.

**Form LR65.1 IRREVOCABLE STANDBY LETTER OF CREDIT IN THE UNITED STATES DISTRICT COURT**

**FOR THE NORTHERN DISTRICT OF ILLINOIS**  
**[circle Eastern or Western] DIVISION**

Plaintiff,                    )  
                                  )  
v                                ) Civil Action No.  
                                  ) Judge [Insert name of assigned judge]  
Defendant.                 )  
                                  )  
                                  )

LETTER OF CREDIT

NO: \_\_\_\_\_ DATE

\_\_\_\_\_

BENEFICIARY:

APPLICANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AMOUNT: \_\_\_\_\_

EXPIRATIONDATE: \_\_\_\_\_

PURPOSE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We, [FINANCIAL INSTITUTION], hereby establish our Irrevocable Standby Letter of Credit  
No: \_\_\_\_\_ for the account of \_\_\_\_\_ for an amount or  
amounts not to exceed in the aggregate U.S. \$ \_\_\_\_\_ available by your  
drafts at sight and accompanied by a proper court order.

This letter of credit is unconditional and irrevocable.

Form LR 26.2  
MODEL CONFIDENTIALITY ORDER

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS

	)	
	)	
Plaintiff	)	
	)	
v.	)	Civil No.
	)	District Judge
	)	Magistrate Judge
	)	
Defendant	)	

[Agreed]<sup>1</sup> Confidentiality Order

[if by agreement] The parties to this Agreed Confidentiality Order have agreed to the terms of this Order; accordingly, it is ORDERED:

[if not fully agreed] A party to this action has moved that the Court enter a confidentiality order. The Court has determined that the terms set forth herein are appropriate to protect the respective interests of the parties, the public, and the Court. Accordingly, it is ORDERED:

1. Scope. All materials produced or adduced in the course of discovery, including initial disclosures, responses to discovery requests, deposition testimony and exhibits, and information derived directly therefrom (hereinafter collectively

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<sup>1</sup> Counsel should include or delete language in brackets as necessary to the specific case. Any other changes to this model order must be shown by redlining that indicates both deletions and additions to the model text. Counsel may also modify this model order as appropriate for the circumstances of the case. This model order is for the convenience of the parties and the court and not intended to create a presumption in favor of the provisions in this model order and against alternative language proposed by the parties. The court will make the final decision on the terms of any order notwithstanding the agreement of the parties.

“documents”), shall be subject to this Order concerning Confidential Information as defined below. This Order is subject to the Local Rules of this District and the Federal Rules of Civil Procedure on matters of procedure and calculation of time periods.

2. Confidential Information. As used in this Order, “Confidential Information” means information designated as “CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER” by the producing party that falls within one or more of the following categories: (a) information prohibited from disclosure by statute; (b) information that reveals trade secrets; (c) research, technical, commercial or financial information that the party has maintained as confidential; (d) medical information concerning any individual; (e) personal identity information; (f) income tax returns (including attached schedules and forms), W-2 forms and 1099 forms; or (g) personnel or employment records of a person who is not a party to the case<sup>2</sup>. Information or documents that are available to the public may not be designated as Confidential Information.

3. Designation.

(a) A party may designate a document as Confidential Information for protection under this Order by placing or affixing the words “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” on the document and on all copies in a manner that will not interfere with the legibility of the document. As used in this Order, “copies” includes electronic images, duplicates, extracts, summaries or descriptions that contain

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<sup>2</sup> If protection is sought for any other category of information, the additional category shall be described in paragraph 2 with the additional language redlined to show the change in the proposed Order.

the Confidential Information. The marking “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” shall be applied prior to or at the time of the documents are produced or disclosed.

Applying the marking “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” to a document does not mean that the document has any status or protection by statute or otherwise except to the extent and for the purposes of this Order. Any copies that are made of any documents marked “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” shall also be so marked, except that indices, electronic databases or lists of documents that do not contain substantial portions or images of the text of marked documents and do not otherwise disclose the substance of the Confidential Information are not required to be marked.

(b) The designation of a document as Confidential Information is a certification by an attorney or a party appearing pro se that the document contains Confidential Information as defined in this order.<sup>3</sup>

4. Depositions.<sup>4</sup>

Alternative A. Deposition testimony is protected by this Order only if designated as “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” on the record at the time the testimony is taken. Such designation shall be specific as to the portions that contain

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<sup>3</sup> An attorney who reviews the documents and designates them as CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER must be admitted to the Bar of at least one state but need not be admitted to practice in the Northern District of Illinois unless the lawyer is appearing generally in the case on behalf of a party. By designating documents confidential pursuant to this Order, counsel submits to the jurisdiction and sanctions of this Court on the subject matter of the designation.

<sup>4</sup> The parties or movant seeking the order shall select one alternative for handling deposition testimony and delete by redlining the alternative provision that is not chosen.

Confidential Information. Deposition testimony so designated shall be treated as Confidential Information protected by this Order until fourteen days after delivery of the transcript by the court reporter to any party or the witness. Within fourteen days after delivery of the transcript, a designating party may serve a Notice of Designation to all parties of record identifying the specific portions of the transcript that are designated Confidential Information, and thereafter those portions identified in the Notice of Designation shall be protected under the terms of this Order. The failure to serve a timely Notice of Designation waives any designation of deposition testimony as Confidential Information that was made on the record of the deposition, unless otherwise ordered by the Court.

Alternative B. Unless all parties agree on the record at the time the deposition testimony is taken, all deposition testimony taken in this case shall be treated as Confidential Information until the expiration of the following: No later than the fourteenth day after the transcript is delivered to any party or the witness, and in no event later than 60 days after the testimony was given, Within this time period, a party may serve a Notice of Designation to all parties of record as to specific portions of the testimony that are designated Confidential Information, and thereafter only those portions identified in the Notice of Designation shall be protected by the terms of this Order. The failure to serve a timely Notice of Designation shall waive any designation of testimony taken in that deposition as Confidential Information, unless otherwise ordered by the Court.

5. Protection of Confidential Material.

(a) General Protections. Confidential Information shall not be used or disclosed by the parties, counsel for the parties or any other persons identified in subparagraph (b) for any purpose whatsoever other than in this litigation, including any appeal thereof.

[INCLUDE IN PUTATIVE CLASS ACTION CASE: In a putative class action, Confidential Information may be disclosed only to the named plaintiff(s) and not to any other member of the putative class unless and until a class including the putative member has been certified.]

(b) Limited Third-Party Disclosures. The parties and counsel for the parties shall not disclose or permit the disclosure of any Confidential Information to any third person or entity except as set forth in subparagraphs (1)-(9). Subject to these requirements, the following categories of persons may be allowed to review Confidential Information:

- (1) Counsel. Counsel for the parties and employees of counsel who have responsibility for the action;
- (2) Parties. Individual parties and employees of a party but only to the extent counsel determines in good faith that the employee's assistance is reasonably necessary to the conduct of the litigation in which the information is disclosed;
- (3) The Court and its personnel;
- (4) Court Reporters and Recorders. Court reporters and recorders engaged for depositions;
- (5) Contractors. Those persons specifically engaged for the limited purpose of making copies of documents or organizing or processing documents, including outside vendors hired to process electronically stored documents;

- (6) Consultants and Experts. Consultants, investigators, or experts employed by the parties or counsel for the parties to assist in the preparation and trial of this action but only after such persons have completed the certification contained in Attachment A, Acknowledgment of Understanding and Agreement to Be Bound;
- (7) Witnesses at depositions. During their depositions, witnesses in this action to whom disclosure is reasonably necessary. Witnesses shall not retain a copy of documents containing Confidential Information, except witnesses may receive a copy of all exhibits marked at their depositions in connection with review of the transcripts. Pages of transcribed deposition testimony or exhibits to depositions that are designated as Confidential Information pursuant to the process set out in this Order must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Order.
- (8) Author or recipient. The author or recipient of the document (not including a person who received the document in the course of litigation); and
- (9) Others by Consent. Other persons only by written consent of the producing party or upon order of the Court and on such conditions as may be agreed or ordered.

(c) Control of Documents. Counsel for the parties shall make reasonable efforts to prevent unauthorized or inadvertent disclosure of Confidential Information. Counsel shall maintain the originals of the forms signed by persons acknowledging their obligations under this Order for a period of three years after the termination of the case.

6. Inadvertent Failure to Designate. An inadvertent failure to designate a document as Confidential Information does not, standing alone, waive the right to so designate the document; provided, however, that a failure to serve a timely Notice of Designation of deposition testimony as required by this Order, even if inadvertent, waives any protection for deposition testimony. If a party designates a document as



Confidential Information after it was initially produced, the receiving party, on notification of the designation, must make a reasonable effort to assure that the document is treated in accordance with the provisions of this Order. No party shall be found to have violated this Order for failing to maintain the confidentiality of material during a time when that material has not been designated Confidential Information, even where the failure to so designate was inadvertent and where the material is subsequently designated Confidential Information.

7. Filing of Confidential Information. This Order does not, by itself, authorize the filing of any document under seal. Any party wishing to file a document designated as Confidential Information in connection with a motion, brief or other submission to the Court must comply with LR 26.2.

8. No Greater Protection of Specific Documents. Except on privilege grounds not addressed by this Order, no party may withhold information from discovery on the ground that it requires protection greater than that afforded by this Order unless the party moves for an order providing such special protection.

9. Challenges by a Party to Designation as Confidential Information. The designation of any material or document as Confidential Information is subject to challenge by any party. The following procedure shall apply to any such challenge.

(a) Meet and Confer. A party challenging the designation of Confidential Information must do so in good faith and must begin the process by conferring directly with counsel for the designating party. In conferring, the challenging party must explain the basis for its belief that the confidentiality designation was not

proper and must give the designating party an opportunity to review the designated material, to reconsider the designation, and, if no change in designation is offered, to explain the basis for the designation. The designating party must respond to the challenge within five (5) business days.

(b) **Judicial Intervention.** A party that elects to challenge a confidentiality designation may file and serve a motion that identifies the challenged material and sets forth in detail the basis for the challenge. Each such motion must be accompanied by a competent declaration that affirms that the movant has complied with the meet and confer requirements of this procedure. The burden of persuasion in any such challenge proceeding shall be on the designating party. Until the Court rules on the challenge, all parties shall continue to treat the materials as Confidential Information under the terms of this Order.

10. **Action by the Court.** Applications to the Court for an order relating to materials or documents designated Confidential Information shall be by motion. Nothing in this Order or any action or agreement of a party under this Order limits the Court's power to make orders concerning the disclosure of documents produced in discovery or at trial.

11. **Use of Confidential Documents or Information at Trial.** Nothing in this Order shall be construed to affect the use of any document, material, or information at any trial or hearing. A party that intends to present or that anticipates that another party may present Confidential information at a hearing or trial shall bring that issue to the Court's and parties' attention by motion or in a pretrial memorandum without disclosing

the Confidential Information. The Court may thereafter make such orders as are necessary to govern the use of such documents or information at trial.

12. Confidential Information Subpoenaed or Ordered Produced in Other Litigation.

(a) If a receiving party is served with a subpoena or an order issued in other litigation that would compel disclosure of any material or document designated in this action as Confidential Information, the receiving party must so notify the designating party, in writing, immediately and in no event more than three court days after receiving the subpoena or order. Such notification must include a copy of the subpoena or court order.

(b) The receiving party also must immediately inform in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is the subject of this Order. In addition, the receiving party must deliver a copy of this Order promptly to the party in the other action that caused the subpoena to issue.

(c) The purpose of imposing these duties is to alert the interested persons to the existence of this Order and to afford the designating party in this case an opportunity to try to protect its Confidential Information in the court from which the subpoena or order issued. The designating party shall bear the burden and the expense of seeking protection in that court of its Confidential Information, and nothing in these provisions should be construed as authorizing or encouraging a receiving party in this action to disobey a lawful directive from another court. The obligations set forth

in this paragraph remain in effect while the party has in its possession, custody or control Confidential Information by the other party to this case.

13. Challenges by Members of the Public to Sealing Orders. A party or interested member of the public has a right to challenge the sealing of particular documents that have been filed under seal, and the party asserting confidentiality will have the burden of demonstrating the propriety of filing under seal.

14. Obligations on Conclusion of Litigation.

(a) Order Continues in Force. Unless otherwise agreed or ordered, this Order shall remain in force after dismissal or entry of final judgment not subject to further appeal.

(b) Obligations at Conclusion of Litigation. Within sixty-three days after dismissal or entry of final judgment not subject to further appeal, all Confidential Information and documents marked “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” under this Order, including copies as defined in ¶ 3(a), shall be returned to the producing party unless: (1) the document has been offered into evidence or filed without restriction as to disclosure; (2) the parties agree to destruction to the extent practicable in lieu of return;<sup>5</sup> or (3) as to documents bearing the notations, summations, or other mental impressions of the receiving party, that party elects to destroy the documents and certifies to the producing party that it has done so.

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<sup>5</sup> The parties may choose to agree that the receiving party shall destroy documents containing Confidential Information and certify the fact of destruction, and that the receiving party shall not be required to locate, isolate and return e-mails (including attachments to e-mails) that may include Confidential Information, or Confidential Information contained in deposition transcripts or drafts or final expert reports.

(c) Retention of Work Product and one set of Filed Documents.

Notwithstanding the above requirements to return or destroy documents, counsel may retain (1) attorney work product, including an index that refers or relates to designated Confidential Information so long as that work product does not duplicate verbatim substantial portions of Confidential Information, and (2) one complete set of all documents filed with the Court including those filed under seal. Any retained Confidential Information shall continue to be protected under this Order. An attorney may use his or her work product in subsequent litigation, provided that its use does not disclose or use Confidential Information.

(d) Deletion of Documents filed under Seal from Electronic Case Filing (ECF) System. Filings under seal shall be deleted from the ECF system only upon order of the Court.

15. Order Subject to Modification. This Order shall be subject to modification by the Court on its own initiative or on motion of a party or any other person with standing concerning the subject matter.

16. No Prior Judicial Determination. This Order is entered based on the representations and agreements of the parties and for the purpose of facilitating discovery. Nothing herein shall be construed or presented as a judicial determination that any document or material designated Confidential Information by counsel or the parties is entitled to protection under Rule 26(c) of the Federal Rules of Civil Procedure or otherwise until such time as the Court may rule on a specific document or issue.

17. Persons Bound. This Order shall take effect when entered and shall be binding upon all counsel of record and their law firms, the parties, and persons made subject to this Order by its terms.

So Ordered.

Dated:

\_\_\_\_\_  
U.S. District Judge  
U.S. Magistrate Judge

[Delete signature blocks if not wholly by agreement]

WE SO MOVE  
and agree to abide by the  
terms of this Order

WE SO MOVE  
and agree to abide by the  
terms of this Order

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Counsel for: \_\_\_\_\_

Counsel for: \_\_\_\_\_

Dated:

Dated:

ATTACHMENT A

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS

	)	
	)	Civil No.
Plaintiff	)	
	)	
	)	
	)	
Defendant	)	

ACKNOWLEDGMENT  
AND  
AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he/she has read the Confidentiality Order dated \_\_\_\_\_ in the above-captioned action and attached hereto, understands the terms thereof, and agrees to be bound by its terms. The undersigned submits to the jurisdiction of the United States District Court for the Northern District of Illinois in matters relating to the Confidentiality Order and understands that the terms of the Confidentiality Order obligate him/her to use materials designated as Confidential Information in accordance with the Order solely for the purposes of the above-captioned action, and not to disclose any such Confidential Information to any other person, firm or concern.

The undersigned acknowledges that violation of the Confidentiality Order may result in penalties for contempt of court.

Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Employer: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Signature

Adopted 06/29/12



**Form LR83.28. Declaration of Admissions to Practice Required by LR83.28(d)**

**DECLARATION OF ADMISSIONS TO PRACTICE**

In Re \_\_\_\_\_  
Disciplinary No. \_\_\_\_\_

I, \_\_\_\_\_, am the attorney who has been served with an order to show cause why disciplinary action should not be taken in the above captioned matter.

I am a member of the bar of this Court.

I have been admitted to practice before the following state and federal courts, in the years, and under the license record numbers shown below:

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Full name - typed or printed)

\_\_\_\_\_  
(Address of Record)

*This declaration must be signed, and delivered to the court with the attorney's answer to the order to show cause or any waiver of an answer. Failure to return this declaration may subject an attorney to further disciplinary action. Under 28 U.S.C. § 1746, this declaration under perjury has the same force and effect as a sworn declaration made under oath.*

**Form LCrR46.1. Form to be Completed by the Person Depositing Cash to Secure a Bond**

**United States District Court  
Northern District of Illinois  
\_\_\_\_\_Division**

**FORM TO BE COMPLETED BY THE PERSON DEPOSITING CASH  
TO SECURE A BOND**

Defendant's Name: \_\_\_\_\_

Case No: \_\_\_\_\_

I, (*Name of person depositing cash*) state that I am the person making the cash deposit of (*Amount of cash*) to secure the bond of defendant (*Name of the defendant whose bond is secured by this deposit*).

I directed the Clerk of the Court to refund this cash deposit as follows (*Initial one or both and indicate the amount(s) to be refunded*):

\$(*Amount*) to me (*Initials*) \_\_\_\_\_

\$(*Amount*) to (*Name of person to receive refund*) (*Initials*) of

\_\_\_\_\_  
(*Street address*)

\_\_\_\_\_  
(*City, State and ZIP code*)

\_\_\_\_\_  
(*Signature of depositor*)

Date: \_\_\_\_\_

\_\_\_\_\_  
(*Street address of depositor*)

Receipt No. \_\_\_\_\_

\_\_\_\_\_  
(*City, State and ZIP code of depositor*)

**INSTRUCTIONS**

1. *The person depositing cash with the clerk to secure the release of a defendant in a criminal case shall complete the form on the reverse. (The cashier will provide the receipt number.)*
  2. *Refunds of cash deposits are governed by LCrR46.1(c).*
  3. *The clerk will refund monies deposited without additional order of court only to the person or persons indicated on the reverse of this document.*
  4. *In order to make the payment without specific order of court the clerk requires that this document, the original receipt, and the assignment, if any, be surrendered to the cashier at the time the request for refund was made.*
-

**Form LCrR46.5.(b)(2) Non-disclosure Agreement for Research Groups**

**NON-DISCLOSURE AGREEMENT  
FOR RESEARCH GROUPS**

Whereas (*Name of person or organization*) has been granted access to records, reports and files of the Pretrial Services Agency (Agency) of the United States District Court for the (*name of district*) (District Court) hereby acknowledges and agrees that any information, including records, reports, files, or oral communications, it receives from the Agency with respect to criminal defendants is strictly confidential as provided by LCrR46.5, a copy of which is attached and is not to be disclosed to any parties, other than the Agency and Federal District Court, except in the matter of a research analysis and paper which shall not identify, directly or indirectly, the identities of any of the Agency subjects.

Upon a breach of this non-disclosure agreement, the Agency may withdraw access to its files and records by (*Name of person or organization*), or take such lesser steps as are commensurate with the breach of confidentiality.

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**Form LCrR46.5(b)(3). Non-disclosure Agreement for Organizations Providing Contract Services**

**TO BE ADDED AS COVENANT TO  
CONTRACT NON-DISCLOSURE  
AGREEMENT FOR CONTRACT SERVICES**

*(Name of person or organization)* hereby acknowledges and agrees that any information, including records, reports, files, or oral communications, it receives from the Pretrial Services Agency (Agency) of the United States District Court for the *(Name of district)* (District Court) with respect to criminal defendants is strictly confidential as provided by LCrR46.5, a copy of which is attached, and is not to be disclosed, except as provided by that rule, to any parties, individuals or organizations, other than the Agency and District Court. *(Name of person or organization)* further agrees that it will not identify, directly or indirectly any individual Agency subject in any report of research, evaluation, periodic audits or studies, or in any articles for publication of any kind, or in any verbal disclosures, except in reports required by or to the referring Agency or the District Court.

It is understood and agreed that the Agency will be notified promptly by *(Name of person or organization)* of any subpoena or other request for information that pertains to Agency information.

Upon a breach of this non-disclosure agreement, the Agency is entitled to terminate the contract relationship with *(Name of person or organization)* or to take whatever lesser steps are necessary to prevent further breaches of this agreement.

