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 9 ATTORNEYS FOR DEFENDANT ROBINSON HELICOPTER COMPANY, INC.

10 UNITED STATES DISTRICT COURT
 11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 MERAV LAPID, individually, as Successor in)
 13 Interest to RAN AVRAHAM LAPID,)
 14 deceased, on behalf of the heirs, and as)
 15 Personal Representative of the Estate,)

Case No. LACV11-6862PSG (JCGx)

16 Plaintiff,

Action Filed: August 19, 2011

17 vs.

18 ROBINSON HELICOPTER COMPANY, INC.,)

NOTE CHANGES MADE BY THE COURT

19 Defendant.

20 In the course of discovery in this proceeding, MERAV LAPID, individually, as
 21 Successor in Interest to RAN AVRAHAM LAPID, deceased, on behalf of the heirs, and
 22 as Personal Representative of the Estate, and ROBINSON HELICOPTER COMPANY,
 23 INC. ("Robinson"), (hereinafter collectively referred to as "designated parties") will
 24 produce or receive certain valuable confidential and proprietary information. The
 25 designated parties intend that this information be kept confidential and not be used for
 26 any purpose other than in this action. Having read and considered the foregoing
 27 Stipulation for Protective Order, and good cause appearing therefore,

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IT IS ORDERED THAT:

(a) "Documents" are those documents which contain proprietary information to Robinson and which have not been disseminated to the general public, maintenance facilities or mechanics or purchasers of the subject helicopters and which generally are defined as engineering drawings, technical reports and certification data pertaining to the design and manufacture of the subject helicopter.

(b) The documents defined will be marked "PROTECTED/ CONFIDENTIAL DOCUMENT; LAPID v. ROBINSON HELICOPTER CO.; Case No. LACV11-6862PSG (JCGx); DO NOT REPRODUCE; Access Limited By Protective Order; Documents Must Be Returned To Robinson Helicopter Co." and shall be treated as confidential.

(c) The documents will be held in strict confidence, will be used only for the purposes of the above-styled action, will not be copied by any means whatsoever, and will not be divulged to any person except as provided by this Order.

(d) All persons with access to such documents are ordered not to use or permit the use of said confidential information for any purpose other than for the purpose of this litigation.

(e) Whenever any confidential information is to be filed with the Court, including any confidential information filed as an exhibit or appendix to any other document filed with the Court, it shall be filed under seal, and in accordance with the rules of this Court. See L.R.

(f) Counsel for the designated parties and their staff are ordered to maintain all confidential documents and derivative material in a filing cabinet, briefcase, or other secure, enclosed storage receptacle except when said confidential information is in active immediate use.

(g) Consultant(s) and expert(s) for the designated parties will execute a Nondisclosure Agreement which is approved in writing by counsel for Robinson. A copy of the Nondisclosure Agreement is attached hereto as Exhibit "A."

(h) This consultant's Nondisclosure Agreement is to be signed by each consultant or expert retained by counsel for the designated parties prior to any review,

scf
79-5.1.

1 inspection, or examination of the documents is permitted. Upon the final termination of
2 this litigation, the designated parties will provide Robinson with copies of all
3 Nondisclosure Agreements executed by their consultants and/or experts.

4 (i) All documents and derivative material which constitute or contain
5 confidential information shall be returned to Robinson or counsel for Robinson within
6 thirty (30) days after the final disposition of this action.

7 (j) Robinson retains any rights it may have to conduct discovery with regard
8 to any violation, whether actual, suspected or otherwise, of the restrictions provided for
9 herein of any person at any time.

10 (k) The restrictions provided for herein shall not terminate upon the
11 conclusion of this action.

12 (l) Nothing contained in this Order or any Declaration of Confidentiality under
13 this Order or in contemplation of this Order shall be used by the designated parties as
14 an "admission by party opponent."

15 (m) The use at any hearing or at trial of the documents is not addressed at this
16 time, but will be the subject of further agreement or order as the need may arise.

17 IT IS SO ORDERED.

18
19 Dated: 1/24/12

Jay C. Gandhi

Honorable ~~Philip S. Gutierrez~~ Jay C. Gandhi
United States District Court Judge
Magistrate

EXHIBIT "A"
NONDISCLOSURE AGREEMENT AND ACKNOWLEDGEMENT
OF COURT ORDER

_____, declares:

That he/she resides at _____ in the
City/County of _____ and State of _____.

That he/she has read the Protective Order entered by the Court and is engaged
as a(n) _____ on behalf of _____ in the
preparation and conduct of the litigation styled *Lapid vs. Robinson Helicopter Co.*, in the
United States District Court for the Central District of California, Case Number LACV11-
6862VBF(JCGx).

That he/she is fully familiar with and agrees to comply with and be bound by the
provisions of said Order; and

That any information pertaining to the documents as defined in the Order will be
held in strict confidence, will not be divulged to persons other than those specifically
authorized by said Order, that no copies are to be made, and use is limited solely for the
purposes of the above-styled case.

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

Dated: _____

Signature