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11 Attorneys for Defendants
BEAM GLOBAL SPIRITS & WINE, INC. and
12 JIM BEAM BRANDS CO.

13
14 IN THE UNITED STATES DISTRICT COURT
15 FOR THE CENTRAL DISTRICT OF CALIFORNIA
16 LOS ANGELES DIVISION

17
18 COLETTE VON KAENEL,
individually and on behalf of all others
19 similarly situated,

20 Plaintiff,

21 v.

22 SKINNY GIRL COCKTAILS, L.L.C.,
SGC GLOBAL, L.L.C., BEAM
23 GLOBAL SPIRITS & WINE, INC. and
JIM BEAM BRANDS CO.,

24 Defendants.
25
26

Case No. LA CV11-7305 JAK (PJW)

**STIPULATION RE ~~PROPOSED~~
CONSENT PROTECTIVE ORDER
OF CONFIDENTIALITY**

[Declaration of Maria Martin In Support
and [Proposed] Consent Protective
Order of Confidentiality Filed
Concurrently Herewith]

Initial Complaint Filed: Sept. 6, 2011

27
28 (Counsel for additional parties listed on following page)

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- 26 Attorneys for Defendants
- 27 SKINNY GIRL COCKTAILS, L.L.C. and SGC GLOBAL, L.L.C.
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RECITALS

WHEREAS, Plaintiff Colette Von Kaenel individually and on behalf of all others similarly situated, (“Plaintiff”), and Defendants Skinny Girl Cocktails, LLC, SGC Global, LLC, and Beam Global Spirits & Wine LLC, formerly known as Beam Global Spirits & Wine, Inc., (collectively “Defendants”) are conducting discovery in connection with Civil Action Number 2:11-cv-07305 (the “Litigation”);

WHEREAS, Plaintiff and Defendants desire, by entering into this stipulation, to preserve the confidentiality of certain information provided in connection with this action;

WHEREAS, Defendants submit concurrently herewith the Declaration of Maria Martin in Support of Stipulation and [Proposed] Consent Protective Order of Confidentiality (“Martin Declaration”); and

WHEREAS, Plaintiff does not concede or admit any statements in the Martin Declaration, but consents to entry of this Stipulation and of the [Proposed] Consent Protective Order of Confidentiality;

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STIPULATION

THEREFORE, Plaintiff and Defendants hereby stipulate to entry of the
[Proposed] Consent Protective Order submitted herewith.

Respectfully submitted,

Dated: May 14, 2012

/s/ Robin D. Ball

Robin D. Ball
CHADBOURNE & PARKE LLP

*Attorneys for Defendants Beam Global
Spirits & Wine LLC, and Jim Beam Brands
Co.*

Dated: May ___, 2012

Nabil Majed Nachawati, II
FEARS | NACHAWATI LAW FIRM

Attorneys for Plaintiff Colette Von Kaenel

Dated: May ___, 2012

Rick L. Shackelford
Robert J. Herrington
Matthew R. Gershman
GREENBERG TRAUIG, LLP

*Attorneys for Defendants Skinny Girl
Cocktails, L.L.C. and SGC Global, L.L.C.*

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STIPULATION

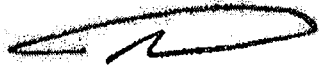
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Respectfully submitted,

Dated: May ____, 2012

Robin D. Ball
CHADBOURNE & PARKE LLP

*Attorneys for Defendants Beam Global
Spirits & Wine LLC, and Jim Beam Brands
Co.*



Dated: May 14, 2012

Nabil Majed Nachawati, II
FEARS | NACHAWATI LAW FIRM

Attorneys for Plaintiff Colette Von Kaenel

Dated: May ____, 2012

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Robert J. Herrington
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Dated: May __, 2012

Robin D. Ball
CHADBOURNE & PARKE LLP

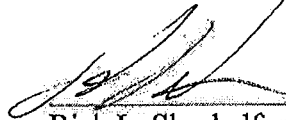
*Attorneys for Defendants Beam Global
Spirits & Wine LLC, and Jim Beam Brands
Co.*



Dated: May 14, 2012

Nabil Majed Nachawati, II
FEARS | NACHAWATI LAW FIRM

Attorneys for Plaintiff Colette Von Kaenel



Dated: May 14, 2012

Rick L. Shackelford
Robert J. Herrington
Matthew R. Gershman
GREENBERG TRAURIG, LLP

*Attorneys for Defendants Skinny Girl
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19 individually and on behalf of all others
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21 v.

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SGC GLOBAL, L.L.C., BEAM
23 GLOBAL SPIRITS & WINE, INC. and
JIM BEAM BRANDS CO.,

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25 Defendants.
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Case No. LA CV11-7305 JAK (PJW)

**DECLARATION OF MARIA
MARTIN IN SUPPORT OF
STIPULATION RE [PROPOSED]
CONSENT PROTECTIVE ORDER**

[(1) Stipulation Re [Proposed] Consent
Protective Order of Confidentiality and
(2) [Proposed] Consent Protective Order
of Confidentiality Filed Concurrently
Herewith]

Initial Complaint Filed: Sept. 6, 2011

1 I, MARIA MARTIN, declare as follows:

2 1. I am over 21 years of age and am competent in all respects to give the
3 testimony contained herein.

4 2. I make this declaration in support of the parties' Stipulation Re
5 [Proposed] Consent Protective Order of Confidentiality. This declaration is based
6 on my personal knowledge of the policies and practices at Beam Global Spirits &
7 Wine LLC ("Beam Global"), and its wholly owned subsidiary, Jim Beam Brands
8 Co. ("Jim Beam"), as augmented by information confirmed by colleagues at Jim
9 Beam and Beam Global.

10 3. I am currently Director, Intellectual Property, at Jim Beam, and work
11 in the legal department. I was employed by Beam Inc. (formerly Fortune Brands
12 Inc.) from 2000 – 2005 and have been employed by Jim Beam since 2005. I have
13 overseen Jim Beam's intellectual property portfolio since 2000. In my job, I am
14 responsible for the management of the companies' intellectual property portfolio
15 both in the United States and abroad. I strategically manage our existing
16 intellectual property assets. Our goal is to take a global approach to intellectual
17 property management, ensuring key intellectual property assets support business
18 growth plans, are adequately protected in key markets and expenditures are
19 consistent with business initiatives. Intellectual property assets include trademarks,
20 trade dress (look and feel and shape of a product), licensing, copyrights, patents,
21 etc.

22 4. I am also familiar with the internal practices employed by Beam
23 Global and Jim Beam to protect their confidential and highly confidential
24 documents.

25 5. I am familiar with Jim Beam's purchase of the "Skinnygirl Margarita"
26 trademark and certain related rights in a March 17, 2011, asset-purchase agreement
27 with Skinny Girl Cocktails LLC and others.

28 6. I am familiar with the development, manufacturing, bottling, and

1 marketing procedures of Beam Global and Jim Beam, including as they relate to
2 "Skinnygirl Margarita."

3 7. I am familiar with the claims involved in "Skinnygirl Margarita"-
4 related product liability lawsuits, which concern, among other things, allegations
5 regarding the presence of sodium benzoate in "Skinnygirl Margarita."

6 8. I submit this declaration to describe why certain documents are so
7 proprietary or competitively sensitive that their disclosure to the competitors of
8 Beam Global and Jim Beam could cause irreparable competitive injury to both
9 companies.

10 **I. Measures Taken To Protect Confidential And Highly**
11 **Confidential Documents Related To "Skinnygirl Margarita"**

12 9. Jim Beam, like other beverage alcohol companies, spends substantial
13 financial resources each year researching, developing and marketing beverage
14 alcohol products. Those efforts are at the heart of the company. Information
15 regarding product research, development, and marketing efforts are trade secrets,
16 and protection of that information is vital to the company's survival. For that
17 reason, Jim Beam carefully guards confidential information.

18 10. Jim Beam's marketing plans and reports for "Skinnygirl Margarita"
19 and its product ingredients, formulas, specifications, and recipes, as well as its
20 bottling and manufacturing processes, are not generally made available to persons
21 outside Jim Beam absent execution of a confidentiality agreement. In other words,
22 Jim Beam does not publish or voluntarily disclose such information, research, or
23 manufacturing specifications.

24 11. In particular, Jim Beam's marketing plans and reports for its products,
25 including "Skinnygirl Margarita," are maintained as confidential.

26 12. Jim Beam's efforts to maintain the secrecy of its trade secrets and
27 other confidential, proprietary information are ongoing.

28

1 A. Employees Are Specifically Required
2 To Protect Such Materials

3 13. All employees at Jim Beam, regardless of their position or physical
4 location, are subject to certain company-wide policies that limit dissemination of
5 proprietary and confidential information. As is common in the industry, all Jim
6 Beam employees sign a confidentiality agreement as a condition of their
7 employment, pursuant to which they agree not to disclose or make use of
8 confidential information learned at Jim Beam even after their employment with Jim
9 Beam has ended. Jim Beam employees also must sign a confidentiality agreement
10 at the conclusion of their employment with the company that reminds the employee
11 about their obligation to keep confidential and proprietary information confidential
12 and to avoid any unauthorized use or disclosure to any party.

13 B. Security Measures Are In Use At Both On-Site And
14 Off-Site Facilities Where Such Materials Are Stored

15 14. Jim Beam also employs additional specific security measures not only
16 at its own facilities, but also at its off-site facilities.

17 15. As a further safeguard to protect against public dissemination of
18 confidential documents, Jim Beam has taken specific steps to limit access to those
19 documents within its own facilities. Non-Jim Beam persons are not permitted
20 access to record storage areas or work stations where confidential records, such as
21 product formulas and marketing plans, may be located.

22 16. Jim Beam also takes steps to protect the secrecy of materials stored by
23 Jim Beam in its off-site record retention center. For example, Jim Beam stores
24 some files and documents in a secure, off-site location maintained by an outside
25 vendor that specializes in the maintenance of confidential materials. Access to any
26 materials stored there is permitted only by request from an authorized
27 representative at Jim Beam.

28 17. In short, through its company-wide policies and on-site and off-site
 procedures, Jim Beam takes measures to ensure the secrecy of its proprietary and

1 confidential information, regardless of where that information is located.

2 **II. Beam Would Suffer Harm If Confidential And Highly**
3 **Confidential Documents Were Disclosed To Competitors**

4 **A. Documents Containing Marketing Plans**

5 18. Jim Beam's marketing plans and reports reflect marketing strategies
6 based upon experience, market research, and know-how gained over many years
7 and at great expense by Jim Beam and which cannot be gained by other means.
8 Such marketing plans describe Jim Beam's overall strategy for marketing
9 "Skinnygirl Margarita" and may detail, for example, Jim Beam's marketing and
10 advertising strategies, list of objectives, targeted audiences, and analyses of
11 competitors' products.

12 19. Disclosure of these strategies and other marketing information to
13 competitors would incalculably harm Jim Beam. With this information, a
14 competitor would obtain an invaluable and otherwise unobtainable insight into Jim
15 Beam's marketing strategy, and be able to allocate its own marketing resources
16 accordingly. The result would be to diminish the overall effectiveness of Jim
17 Beam's marketing efforts, and immeasurably damage Jim Beam.

18 **B. Documents Containing Research And Development**

19 20. Jim Beam's research and development documents, including but not
20 limited to its product formulas, specifications, recipes and manufacturing processes,
21 are of critical value to the company. The value of these investments would be
22 largely lost if disclosed to Jim Beam's competitors. Further, disclosure of Jim
23 Beam's highly confidential product formulas, specifications, etc. could assist a
24 competitor in developing a product that would compete directly with "Skinnygirl
25 Margarita." Such a situation would result in irreparable competitive injury to Jim
26 Beam. For example, some of the documents that Jim Beam will produce to
27 Plaintiff in response to her discovery requests may include the ingredient lists for
28 "Skinnygirl Margarita." The ingredient lists are part of a submission that beverage

1 alcohol companies, like Jim Beam, must make to the U.S. Alcohol and Tobacco
2 Tax and Trade Bureau in order to sell a particular product in the United States.
3 Although submitted to a federal agency, these submissions are not available to the
4 public, even under the Freedom of Information Act.

5 21. If its confidential documents were disclosed to its competitors, the
6 harm to Jim Beam would be enormous. Jim Beam has made a substantial
7 investment of human resources, capital, facilities, and equipment in developing
8 each of these documents and the issues they discuss.

9 22. If these documents were disclosed to a competitor, that competitor
10 could easily use the information contained in these materials unfairly to gain a
11 competitive advantage over Jim Beam.

12 23. If an outside party were to obtain these documents, it could develop
13 products to compete with Jim Beam's products, including "Skinnygirl Margarita,"
14 or develop strategies to compete with Jim Beam in the marketplace. Either scenario
15 would ultimately cause irreparable competitive injury to Jim Beam.

16 24. If research and development were disclosed to Jim Beam's
17 competitors, then a scientist working to develop a product to compete with
18 "Skinnygirl Margarita" at a competing beverage alcohol company could have direct
19 access to Jim Beam's most sensitive research on the same topic. Using this
20 information, a competitor could unfairly profit from Jim Beam's research. Simply
21 put, a competitor could use this information to bring to market a competing product
22 identical to "Skinnygirl Margarita" in taste.

23 25. To date, Jim Beam has spent substantial financial resources in its
24 efforts to purchase, refine, and market "Skinnygirl Margarita." Thus, the potential
25 harm to Jim Beam, both in terms of copycat design and lost revenue, would be
26 incalculable.

27 I declare under penalty of perjury under the laws of the United States that the
28 foregoing is true and correct to the best of my knowledge.

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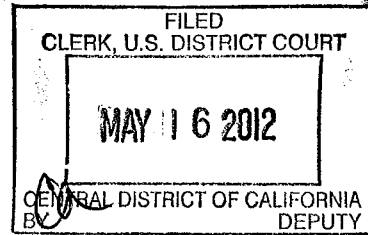
Executed this 11 th day of May, 2012 at Deerfield, Illinois.


MARIA MARTIN

CHADBOURNE & PARKE LLP
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Los Angeles, CA 90071 (213) 892-1000

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IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

COLETTE VON KAENEL,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

SKINNY GIRL COCKTAILS, L.L.C.,
SGC GLOBAL, L.L.C., BEAM
GLOBAL SPIRITS & WINE, INC. and
JIM BEAM BRANDS CO.,

Defendants.

Case No. LA CV11-7305 JAK (PJW)

~~PROPOSED~~ CONSENT
PROTECTIVE ORDER OF
CONFIDENTIALITY

Initial Complaint Filed: Sept. 6, 2011

1 1. There is good cause under Federal Rule of Civil Procedure 26(c) for
2 this Protective Order.

3 2. This Protective Order shall govern the use and dissemination of all
4 confidential information, documents, or materials designated as Confidential
5 produced by any party or non-party in the Litigation.

6 **Definitions**

7 3. The term “**document**,” as used in this Protective Order, shall have the
8 same meaning as set forth in Federal Rule of Civil Procedure 34(a).

9 4. “**Trade Secret**” means documents or information not in the public
10 domain that contain information which a party or non-party believes in good faith is
11 proprietary or competitively sensitive whose disclosure the party or non-party
12 believes in good faith could cause competitive injury.

13 **Designation of Material as “Confidential”**

14 5. The parties and third parties have a strong interest in maintaining strict
15 confidentiality regarding private personal and/or competitively sensitive
16 information. Accordingly, any party or non-party to the Litigation or other person
17 who produces, supplies, or provides access to information, documents or other
18 tangible items for use in the Litigation (hereinafter the “**Designating Party**” or the
19 “**Producing Party**”) may designate as “**Confidential**” any such material that it
20 reasonably and in good faith believes is:

21 a. A Trade Secret or other confidential research, development or
22 commercial information, including but not limited to sensitive financial data;
23 technical information; proprietary or nonpublic commercial information; or
24 commercially or competitively sensitive information;

25 b. Material or information not appropriate for public disclosure
26 because of personal privacy interests (e.g., Social Security numbers, home
27 addresses, phone numbers, cell phone numbers, personal email addresses,
28 date of birth, et cetera) (“**Sensitive Personal Information**”) or contractual

1 rights of third parties, including but not limited to proprietary information
2 purchased from third parties;

3 c. Material or information that is subject to any Protective Order,
4 sealing order or other order or ruling that prevents or limits the Designating
5 Party from disclosing such document; or

6 d. Protectable under applicable rules, statutes or common law.

7 If upon review any party reasonably and in good faith believes that any documents,
8 information or tangible items designated by a Designating Party are not
9 Confidential, as defined above, then the party may challenge such designation
10 under the procedures set forth below in paragraph 15.

11 6. A designation of Confidential shall constitute a representation by the
12 Designating Party to the Court that, after careful examination, the discovery
13 materials so designated constitute Confidential material and are (a) reasonably
14 believed to be entitled to protection pursuant to Federal Rule of Civil Procedure
15 26(c) and this Protective Order, and (b) not otherwise available in the public
16 domain unless made public by improper means or in violation of this or any other
17 Protective Order, confidentiality agreement, or similar order or agreement.

18 7. Documents, information, or other tangible items shall be designated as
19 Confidential by being marked with words that state:

20 **CONFIDENTIAL: SUBJECT TO PROTECTIVE**
21 **ORDER IN VON KAENEL V. SKINNY GIRL**
22 **COCKTAILS, L.L.C., DOCKET NO. 2:11-CV-07305**
(C.D. CAL.).

23 This legend or other identifying Bates numbers shall not be obscured.

24 **Disclosure of Confidential Information Limited**

25 8. Confidential information shall not be disclosed other than as expressly
26 authorized in this Order and may be disclosed only to:

- 27 a. This Court and its personnel.
28 b. A Court reporter and videographer engaged in the Litigation.

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c. Counsel of record in the Litigation and their staff, Counsel listed on **Exhibit A** (attached hereto), and in-house Counsel for a Defendant.

d. Any consultant, investigator, or Expert (collectively, "Expert") who is assisting in the preparation and trial of the Litigation provided that, prior to disclosure, Counsel for the party contemplating disclosure shall determine that disclosure to an Expert of particular Confidential information is, in that counsel's good faith judgment, necessary to that party's prosecution or defense of the case.

e. A deponent, but only during the course of his or her deposition or in preparation for that deposition.

f. Plaintiff and Defendants in the Litigation.

g. Fact witnesses or potential fact witnesses in the Litigation, if disclosure to a potential fact witness of particular Confidential information is, in that counsel's good faith judgment, necessary to that party's prosecution or defense of the case.

h. Personnel of outside photocopy or graphics services, e-discovery vendors, or data processing vendors engaged by a party for purposes of the Litigation.

i. Any mediator selected by the parties or duly appointed by the Court in the Litigation.

j. Former employee, independent contractor, or former consultant of a party that produced the Confidential information, who authored, received, or was shown the Confidential information during his or her employment with the producing party.

k. Any third party who authored, received, or was shown the Confidential information in the course of his or her activities relating to any transaction at issue in the Litigation.

1 9. If a party wishes to disclose any information designated as
2 Confidential to any person not described in paragraph 8 of this Protective Order,
3 permission to so disclose must be requested from the Designating Party in writing.
4 If the Designating Party objects to the proposed disclosure, no such disclosure shall
5 be made unless this Court, upon application by the party requesting such
6 permission, orders otherwise.

7 10. Any person to whom Confidential information may be disclosed
8 pursuant to paragraphs 8(c)-(k) or 9 shall first be shown and shall read a copy of
9 this Protective Order and shall agree in writing to be bound by its terms by signing
10 a copy of "Confidentiality Agreement Regarding Confidential Information"
11 attached as **Exhibit B**. Counsel for the party obtaining the person's signature on
12 the Confidentiality Agreement will retain the original signed agreement. At the
13 conclusion of the case, counsel will, upon request, provide to Defendants copies of
14 the signed agreements within thirty (30) days.

15 **Filing of Materials Containing Confidential Information**

16 11. To the extent a party wishes to file Confidential information with the
17 Court during this Litigation, that party must make the filing under seal in
18 accordance with C.D. Cal. L.R. 79-5. Thereafter, if the moving party was not the
19 Designating Party, the Designating Party for that Confidential information will
20 have fourteen (14) days to submit its own filing in support of the motion to file the
21 material under seal. If the Court grants the motion to file the material under seal,
22 the material shall be filed in accordance with C.D. Cal. L.R. 79-5 and bearing a
23 statement substantially in the following form:

24 **CONFIDENTIAL: SUBJECT TO PROTECTIVE**
25 **ORDER IN VON KAENEL V. SKINNY GIRL**
26 **COCKTAILS, L.L.C., DOCKET NO. 2:11-CV-07305**
 (C.D. CAL.).

27 12. If, during a deposition or within twenty-one (21) days thereafter, a
28 Designating Party advises the Court reporter that Confidential information has been

1 disclosed during a deposition, the entire transcript shall be treated as confidential
2 for twenty-one (21) days after receipt of the deposition transcript, within which
3 time Counsel for the Designating Party shall advise the Court reporter of the pages
4 and lines on which Confidential information appears. At the conclusion of such
5 twenty-one (21)-day period, transcript pages and exhibits in the Litigation
6 containing Confidential information shall continue to be treated as Confidential
7 under this Order, and shall be marked with words that state:

8 **CONFIDENTIAL: SUBJECT TO PROTECTIVE**
9 **ORDER IN *VON KAENEL V. SKINNY GIRL***
10 ***COCKTAILS, L.L.C.*, DOCKET NO. 2:11-CV-07305**
11 **(C.D. CAL.).**

12 before the transcript is distributed. The court reporter shall include on the cover
13 page a clear indication that portions of the deposition have been designated
14 Confidential.

15 **Redaction of Confidential Information**

16 13. A Designating Party may in good faith redact Sensitive Personal
17 Information, as defined in paragraph 5(b), from any document or material, provided
18 that the Designating Party believes in good faith that such Sensitive Personal
19 Information is not relevant to any claim or defense in the Action. Copies of such
20 documents shall be maintained by the Designating Party without redaction of
21 Sensitive Personal Information.

22 **Challenges to Redaction of Confidential Information**

23 14. Any party that has a good faith belief that documents, information or
24 tangible items designated by a Designating Party pursuant to this paragraph should
25 not have been redacted may challenge such redaction by identifying such redaction
26 by Bates number and line and then by following the procedures set forth below in
27 paragraph 15.

1 **Objections to Designation as Confidential**

2 15. Any party that reasonably and in good faith believes that documents,
3 information or tangible items designated by a Designating Party as Confidential are
4 not Confidential may object to the designation by notifying the Designating Party in
5 writing at any time prior to thirty (30) days before the first deadline for exhibit lists
6 for any party. The parties shall first attempt, in good faith, to resolve such dispute
7 by means of informal negotiation. If such negotiation fails to resolve the dispute,
8 then, within fourteen (14) days following the failure of such negotiations, or in the
9 case of a deposition, within fourteen (14) days after receiving a copy of the
10 transcript excerpt wherein the objection was made, the party challenging the
11 designation of particular information as Confidential information may move the
12 Court for an order terminating the designation as to the particular document. The
13 burden to prove the propriety of the challenged designation shall be on the
14 Designating Party. Information designated as Confidential information shall retain
15 its Confidential information status until such time as either the parties expressly
16 agree otherwise in writing or the Court orders otherwise.

17 **Use of Information Containing a Confidential Designation, in**
18 **Proceedings**

19 16. No one may attend, or review the Confidential portions of a
20 deposition, or a transcript of any deposition, other than persons listed in paragraphs
21 8 and 9 and counsel for the deponent (after counsel has read this Protective Order
22 and signed Confidentiality Agreement Regarding Confidential Information attached
23 as **Exhibit B**).

24 17. Any presentation of Confidential information to the Court prior to the
25 trial shall be made only in the presence of a person listed in paragraphs 8 and 9
26 unless the Court otherwise orders.

27 18. Except to the extent expressly authorized in this Protective Order,
28 Confidential information shall not be used or disclosed for any purpose other than

1 the preparation or trial of this case, or appeal therefrom, or in any case listed in
2 **Exhibit C**, provided that a Consent Protective Order of Confidentiality
3 substantially identical to this Protective Order has been entered in each such case.
4 **Exhibit C** may be freely amended at any time during the pendency of the Litigation
5 by written consent of the parties, which consent shall not be unreasonably withheld.
6 Nothing in this Protective Order shall restrict a Designating Party's use of its own
7 documents.

8 19. Any notes, summaries, compilations or copies containing Confidential
9 information or electronic images or databases containing Confidential information
10 shall be subject to the terms of this Protective Order to the same extent as the
11 material or information from which such notes, summaries, compilations, copies,
12 electronic images, or databases is made or derived.

13 **Inadvertent Production Does Not Constitute Waiver**

14 20. The inadvertent production by a party of Confidential information,
15 privileged, or work product material, including but not limited to an inadvertent
16 failure to designate as Confidential information, privileged, or work product such
17 material, does not constitute a waiver. In the case of inadvertently produced
18 Confidential information, privileged, or work product documents, upon request of
19 the Producing Party, the documents together with all copies thereof and any notes
20 made therefrom shall be returned to the party claiming privilege or work product
21 immunity within seven (7) days of receipt of notice of the inadvertent production
22 and any notes made therefrom shall be destroyed. Notwithstanding the forgoing, to
23 the extent that such documents were produced on production media containing
24 documents not otherwise subject to any claim of privilege or work product, the
25 Producing Party shall produce replacement production media prior to requiring the
26 returning party to return any such documents pursuant to the prior sentence.

1 21. A party returning inadvertently produced documents pursuant to this
2 paragraph does not waive its right to challenge the confidential, privileged or work
3 product status of those documents.

4 **Miscellaneous Provisions**

5 22. This Protective Order does not affect any party's right to object to
6 discovery on any grounds other than an objection based solely on the ground that
7 the information sought contains Trade Secrets or Confidential information.

8 23. This Protective Order is without prejudice to the right of any party to
9 seek modification thereof from the Court and shall remain in effect until such time
10 as it is modified, amended or set aside by the Court.

11 24. This Protective Order is not intended to prohibit the use or
12 admissibility of Confidential information upon trial of the Litigation. Issues
13 involving the protection of Confidential information during trial will be presented
14 to the Court prior to or during trial as each party deems appropriate.

15 25. If the Court, on motion or stipulation, permits the addition of any
16 additional parties, the Party seeking to add such parties agrees, and shall request
17 that the Court order, such addition to be conditioned upon the added parties
18 executing the Confidentiality Agreement Regarding Confidential Information
19 attached as **Exhibit B**.

20 26. Within sixty (60) days after the final disposition of the Litigation or
21 the last action listed in **Exhibit C**, whichever is later, all documents and materials
22 containing Confidential information (other than exhibits to the official court record)
23 shall be returned to the Designating Party or be certified as having been destroyed.
24 The attorneys returning documents containing Confidential information may, retain:

25 (a) their attorney 'work product' and privileged attorney-client
26 correspondence, (b) court-filed documents and litigation-related
27 correspondence, and (c) such other documents as may be necessary in their
28 reasonable good judgment to comply with ethical or legal obligations and
 requirements;

1 provided, that, this exception shall not apply to any copies of Confidential
2 documents that are incorporated into or attached to attorney-client communications
3 or attorney work product and such retained documents shall remain subject to the
4 terms of the Protective Order. Counsel for any party or third party receiving
5 Confidential information shall make written certification of compliance with this
6 provision and shall deliver the same to counsel for each Designating Party. If at the
7 time of the final disposition of the Litigation, any individual counsel of record for
8 Plaintiff in the Litigation is currently counsel of record in any other “Skinnygirl
9 Margarita” -related products liability litigation involving Defendants, then the
10 deadline for that particular counsel to fulfill the obligations in this paragraph shall
11 be sixty (60) days after the final disposition of the final “Skinnygirl Margarita”-
12 related products liability litigation in which he or she is counsel of record; the
13 deadline for all other individuals possessing documents and materials containing
14 Confidential information pursuant to this Protective Order shall remain sixty
15 (60) days after the final disposition of the Litigation.

16 27. Nothing in this Protective Order shall restrict or prohibit a party from
17 seeking protections in addition to those set forth in this Protective Order for a
18 particular document or for particular testimony given in the Litigation.

19 28. If another court or administrative agency subpoenas or orders
20 production of Confidential information that a party has obtained under the terms of
21 this Protective Order, such party shall notify the Designating Party of the pendency
22 of the subpoena or order in writing within two (2) days of receiving the subpoena or
23 order, and shall not produce the Confidential information until the Designating
24 Party has had reasonable time to take appropriate steps to protect the material. It
25 shall be the responsibility of the Designating Party to obtain relief from the
26 subpoena or order prior to the due date of compliance, and to give the Designating
27 Party an opportunity to obtain such relief. The party from whom the information is
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1 sought shall not make the disclosure before the actual due date of compliance set
2 forth in the subpoena or order.

3 29. The obligations of this Protective Order shall survive the termination
4 of the Litigation and shall continue to restrict the disclosure and use of discovery
5 material designated as Confidential information by the parties, their counsel, and all
6 who signed a Confidentiality Agreement. Following termination of the Litigation,
7 the Court will retain jurisdiction to enforce the terms of this Protective Order.

8 **Highly Confidential Information**

9 30. A Designating Party may designate as “Highly Confidential” research,
10 development, or commercial information, which the Designating Party believes in
11 good faith is proprietary or sensitive such that the Designating Party believes in
12 good faith there is a reasonable likelihood that its disclosure could cause irreparable
13 competitive injury; or other information that is subject to federal or state privacy
14 rights, including private consumer, personal and/or financial information, including
15 without limitation, information pertaining to revenues, profits, losses,
16 compensation, financial projections, tax-related information, and personnel
17 files/information, and any extremely sensitive Confidential information disclosure
18 of which to another party or non-party would create a substantial risk of serious
19 harm that could not be avoided by less restrictive means. In the Litigation, the
20 designation “Highly Confidential Information” shall be made by affixing on the
21 document or material containing such information the legend that states:

22 **HIGHLY CONFIDENTIAL: ACCESS**
23 **RESTRICTED BY COURT ORDER IN *VON***
24 ***KAENEL V. SKINNY GIRL COCKTAILS, L.L.C.,***
DOCKET NO. 2:11-CV-07305 (C.D. CAL.).

25 31. Highly Confidential information shall not be disclosed other than as
26 expressly authorized in this Order. Highly Confidential information may be
27 disclosed only to persons who satisfy the conditions stated in paragraph 8 and 9,
28 plus these additional requirements:

1 a. Any person to whom Highly Confidential information may be
2 disclosed, except this Court and its personnel, shall first be shown and shall
3 read a copy of this Protective Order and shall agree in writing to be bound by
4 its terms by signing a copy of the “Confidentiality Agreement Regarding
5 Highly Confidential Information” attached as **Exhibit D**; counsel for the
6 party obtaining the person’s signature on the Confidentiality Agreement will
7 retain the original signed agreement; and

8 b. Highly Confidential information may not be disclosed to any
9 individual who is currently an officer, director, or employee (as further
10 described in Confidentiality Agreement Regarding Highly Confidential
11 Information attached as **Exhibit D**) of any entity that is engaged in the
12 beverage alcohol business or the business of supplying beverage alcohol
13 products or ingredients or machinery used in the manufacture or bottling of
14 beverage alcohol products (“**Competitor**”). Highly Confidential information
15 also may not be disclosed to any individual who is currently a consultant or
16 agent for any Competitor in areas relating to the design, formulation,
17 manufacture, bottling, sale or marketing of beverage alcohol, or any
18 ingredients or machinery used in the manufacture or bottling of beverage
19 alcohol.

20 c. If the Plaintiff believes that the restrictions of this Protective
21 Order relating to disclosure of Highly Confidential information to an Expert
22 inappropriately prejudices the Plaintiff with respect to a particular Expert, the
23 parties agree that Plaintiff shall contact counsel for the Designating Party
24 with the name, affiliation, and current curriculum vitae of the Competitor
25 officer, director, employee, consultant or agent to whom Plaintiff would like
26 to disclose Highly Competitive Information (“**Competitor Expert**”). The
27 parties shall meet and confer concerning this Competitor Expert within
28 fourteen (14) days from the date of receipt of such information. During this

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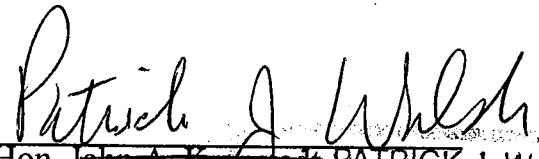
meet and confer process, Plaintiff will cooperate by providing the Designating Party sufficient information concerning the Competitor Expert to determine whether the Competitor Expert poses a competitive threat to the Designating Party. If at the conclusion of this meet and confer process, the Designating Party still objects to the disclosure, the Designating Party shall file a motion for protective order no later than fourteen (14) days after the meet and confer process has been completed, unless otherwise agreed to in writing by the parties.

32. Except as stated in paragraph 31, all other provisions of the Protective Order that refer to Confidential information shall also apply to Highly Confidential information, except that references to the “Confidentiality Agreement Regarding Confidential Information” shall be replaced by “Confidentiality Agreement Regarding Highly Confidential Information” and the designation used with Highly Confidential information shall be that shown in paragraph 30.

The Court has reviewed the parties' Stipulation Re [Proposed] Consent Protective Order of Confidentiality. Good cause appearing, the Court hereby orders as follows:

IT IS SO ORDERED.

Dated: 5/14, 2012


Hon. John A. Kronstadt PATRICK J. WALSH
United States District Judge
Magistrate

CHADBOURNE & PARKE LLP
350 South Grand Avenue, 32nd Floor
Los Angeles, CA 90071 (213) 892-1000

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EXHIBIT A
COUNSEL

Attorneys for Plaintiff

Attorneys for Defendants

EXHIBIT B

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IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

COLETTE VON KAENEL,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

SKINNY GIRL COCKTAILS, L.L.C.,
SGC GLOBAL, L.L.C., BEAM
GLOBAL SPIRITS & WINE, INC. and
JIM BEAM BRANDS CO.,

Defendants.

Case No. LA CV11-7305 JAK (PJW)

**CONFIDENTIALITY
AGREEMENT REGARDING
CONFIDENTIAL INFORMATION**

Initial Complaint Filed: Sept. 6, 2011

I, _____, hereby declare:

1. I have read and understand the "Protective Order" to which this
Confidentiality Agreement is attached as **Exhibit B** and I attest to my
understanding that access to information designated "Confidential" may be
provided to me and that such access is subject to the terms and conditions of such
Protective Order. I agree to be bound by such terms and conditions. I hereby

1 submit to the jurisdiction of this Court and to the application of federal law for the
2 purpose of enforcement of this Confidentiality Agreement and the Protective Order.
3 I have not previously violated any other confidentiality agreement or protective
4 order.

5 2. I shall not use or disclose to others, except in accordance with the
6 Protective Order, any Confidential information as described or designated in
7 accordance with this agreement. I understand that the Designating Parties retain all
8 rights to enforce the Protective Order and all remedies regarding any violations of
9 the same.

10 3. (Applicable to Counsel of Record or Counsel listed in **Exhibit A**
11 only.) Should I disclose Confidential information to any employee or agent, I shall
12 take measures to ensure that such employees or agents abide by the terms of this
13 Protective Order.

14 4. I have read the foregoing, and pursuant to 28 U.S.C. §1746, I hereby
15 declare under penalty of perjury that the foregoing declaration is true and correct.

16
17 _____
18 DATED SIGNATURE
19 _____
20 PRINTED NAME
21 _____
22 _____
23 ADDRESS
24 _____
25 INDIVIDUAL OR ENTITY
26 REPRESENTED
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EXHIBIT C

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2 1. *Bonar v. Beam Global Spirits & Wine, Inc. et al.*, No. 3:11-cv-02058-
3 IEG-NLS, in the United States District Court for the Southern District of
4 California;

5 2. *Greene v. Skinny Girl Cocktails, LLC et al.*, No. 0:11-cv-61965-KMW,
6 in the United States District Court for the Southern District of Florida;

7 3. *Jernigan v. Beam Global Spirits & Wine, Inc. et al.*, No. 3:11-cv-
8 00842-DRH-PMF, in the United States District Court for the Southern District of
9 Illinois;

10 4. *Langendorf v. Skinnygirl Cocktails, LLC et al.*, No. 1:11-cv-07060, in
11 the United States District Court for the Northern District of Illinois;

12 5. *Rapcinsky et al. v. Skinnygirl Cocktails, L.L.C. et al.*, No. 1:11-cv-
13 06546-JPO, in the United States District Court for the Southern District of New
14 York;

15 6. *Roth v. Beam Global Spirits & Wine, Inc.*, No. 1:11-cv-01023-ACT-
16 RHS, in the United States District Court for the District of New Mexico;

17 7. *Sims et al. v. Beam Global Spirits & Wine, Inc.*, No. 1:11-cv-06403, in
18 the United States District Court for the Northern District of Illinois;

19 8. *Stewart et al. v. Beam Global Spirits & Wine, Inc. et al.*, No. 1:11-cv-
20 05149-NLH-KMW, in the United States District Court for the District of New
21 Jersey;

22 9. *Von Kaenel v. Skinny Girl Cocktails LLC et al.*, No. 2:11-cv-07305-
23 JAK -PJW, in the United States District Court for the Central District of California;
24 and

25 10. *In Re: Skinnygirl Margarita Beverage Marketing and Sales Practices*
26 *Litigation*, MDL No. 2306, before the United States Judicial Panel on Multidistrict
27 Litigation.

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EXHIBIT D

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

COLETTE VON KAENEL,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

SKINNY GIRL COCKTAILS, L.L.C.,
SGC GLOBAL, L.L.C., BEAM
GLOBAL SPIRITS & WINE, INC. and
JIM BEAM BRANDS CO.,

Defendants.

Case No. LA CV11-7305 JAK (PJW)

**CONFIDENTIALITY
AGREEMENT REGARDING
HIGHLY CONFIDENTIAL
INFORMATION**

I, _____, hereby declare:

1. I have read and understand the "Protective Order" to which this Confidentiality Agreement is attached as **Exhibit D** and I attest to my understanding that access to information designated "Confidential" or "Highly Confidential" may be provided to me and that such access is subject to the terms and conditions of such Protective Order. I agree to be bound by such terms and

1 conditions. I hereby submit to the jurisdiction of this Court and to the application
2 of federal law for the purpose of enforcement of this Confidentiality Agreement and
3 the Protective Order. I have not previously violated any other confidentiality
4 agreement or protective order.

5 2. I am not currently an officer, director, or employee (other than in-
6 house or outside counsel) of any entity that is engaged in the beverage alcohol
7 business or the business of supplying beverage alcohol products or ingredients or
8 machinery used in the manufacture or bottling of beverage alcohol products
9 (“Competitor”). I am also not currently a consultant or agent for any Competitor in
10 areas relating to the design, formulation, manufacture, bottling, sale or marketing of
11 beverage alcohol, or any ingredients or machinery used in the manufacture or
12 bottling of beverage alcohol. Should such an employment opportunity become
13 available to me, I agree to consult with the Designating Party in an effort to
14 structure the arrangement in a way which will not pose a material risk of
15 unauthorized use or disclosure of Highly Confidential information. As used in this
16 paragraph, a “consultant” of a Competitor is a person who performs outsourced
17 professional services for a Competitor, but who is not an employee.

18 3. (Applicable to Counsel of Record or Counsel listed in **Exhibit A**
19 only.) Should I disclose Confidential or Highly Confidential information to any
20 employee or agent, I shall take measures to ensure that such employees or agents
21 abide by the terms of this Protective Order.

22 4. I shall not use or disclose to others, except in accordance with the
23 Protective Order, any Confidential or Highly Confidential information as described
24 or designated in accordance with this agreement. I understand that the Designating
25 Parties retain all rights to enforce the Protective Order and all remedies regarding
26 any violations of the same.

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5. I have read the foregoing, and pursuant to 28 U.S.C. §1746, I hereby declare under penalty of perjury that the foregoing declaration is true and correct.

_____ DATED

_____ SIGNATURE

_____ PRINTED NAME

_____ ADDRESS

_____ INDIVIDUAL OR ENTITY REPRESENTED

CHADBOURNE & PARKE LLP
350 South Grand Avenue, 32nd Floor
Los Angeles, CA 90071 (213) 892-1000