

NOTE CHANGES MADE BY THE COURT

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

Adela Ramirez, et al.,
Plaintiffs,
vs.
ITW Food Equipment Group LLC,
Defendant.

CASE NO. 12-CV-10023-ABC (AGR_x)
[Magistrate Judge Alicia G. Rosenberg]

NOTE CHANGES MADE BY THE COURT

STIPULATED SHARING AND NON-SHARING PROTECTIVE ORDER

In order to preserve and maintain the confidentiality of certain confidential, commercial and/or proprietary documents and information produced or to be produced by ITW Food Equipment Group LLC (“ITW FEG”) in this action, it is ordered that:

1. Documents to be produced by ITW FEG in this litigation that contain confidential, commercially sensitive and/or proprietary information shall hereafter be referred to as “Protected Documents.” A document or portion of a document that ITW FEG determines in good faith to be a Protected Document may be designated as confidential by marking or placing the applicable notice “Subject to Non-Sharing Protective Order,” “Subject to Protective Order,” “Confidential,” or substantially similar language on media containing Protected Documents, on the document itself,

STIPULATED SHARING AND NON-SHARING PROTECTIVE ORDER

1 or on a copy of the document, in such a way that it does not obscure the text or other
2 content of the document.

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4 2. As used in this Order, the term "documents" means all written material,
5 videotapes and all other tangible items, produced in whatever format (e.g., hard
6 copy, electronic, digital, etc.) and on whatever media (e.g., hard copy, videotape,
7 computer diskette, CD-ROM, DVD, hard drive or otherwise).

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9 3. Any document or any information designated as "Subject to Non-
10 Sharing Protective Order," "Subject to Protective Order," "Confidential," or
11 substantially similar language in accordance with the provisions of this Order shall
12 only be used, shown or disclosed as provided in this Order.

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14 4. If a party disagrees with the "Protected" designation of any document,
15 the party will so notify ITW FEG in a written letter, identifying the challenged
16 document(s) with specificity, including Bates number(s) where available. If the
17 parties are unable to resolve the issue of confidentiality regarding the challenged
18 document(s), ITW FEG will then timely apply to the Court to set a hearing for the
19 purpose of establishing that the challenged document(s) is/are confidential. Any
20 document so marked as "Protected" will continue to be treated as such pending
21 determination by the Court as to its confidential status.

22
23 5. Protected Documents and any copies thereof received pursuant to
24 paragraph 6 below shall be maintained confidential by the receiving party, his/her
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1 attorney, other representatives, and expert witnesses, and shall be used only for
2 preparation for the trial of this matter, subject to the limitations set forth herein.
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4 6. Protected Documents shall be disclosed only to "Qualified Persons."

5 Qualified Persons are limited to:

- 6 a. Counsel of Record for the parties;
7
8 b. Non-technical and clerical staff employed by Counsel of Record
9 and involved in the preparation and trial of this action;
10
11 c. Experts and non-attorney consultants retained by the parties for
12 the preparation and/or trial of this case, provided that no
13 disclosure shall be made to any expert or consultant who is
14 employed by a competitor of ITW FEG; and
15
16 d. The Court, the Court's staff, witnesses, and the jury in this case;
17 and
18
19 e. With respect to documents designated as "Sharing" or "Subject
20 to Protective Order," attorneys representing Plaintiff(s), and the
21 experts and non-attorney consultants retained by such attorneys,
22 in other cases pending against ITW FEG relating to the MG 1532
23 mixer-grinder, provided no disclosure shall be made to any
24 expert or consultant who is employed by a competitor of ITW
25 FEG.
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1 7. Plaintiff/Plaintiffs' Counsel must make reasonable efforts to ensure the
2 individuals described in paragraphs 6(c) and 6(e) above are Qualified Persons.

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4 8. Before receiving access to any Protected Document or the information
5 contained therein, each person described in paragraphs 6(c) and 6(e) above shall
6 execute a "Written Assurance" in the form contained in Exhibit A, attached hereto.

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8 Counsel for Plaintiffs shall retain each such executed Written Assurance and shall
9 keep a list identifying (a) all persons described in paragraphs 6(c) and 6(e) above to
10 whom Protected Documents have been disclosed, and (b) all Protected Documents
11 disclosed to such persons. Each such executed Written Assurance and list shall be

12 submitted to counsel for ITW FEG at the termination of this litigation or upon Order
13 of the Court requiring production, whichever comes first. However, for consulting
14 experts who were not designated as testifying experts, Plaintiffs' counsel may redact
15 the name, address, and signature of the consultant before disclosing the executed

16 Exhibit A and document list for that person. To the extent the "Qualified Persons"
17 described in paragraph 6(c) or 6(e) above include privileged non-testifying expert
18 consultants, Counsel for Plaintiffs shall retain each such executed Exhibit A and
19 shall keep a list identifying (a) all such non-testifying expert consultants described

20 in paragraphs 6(c) and 6(e) above to whom Protected Documents have been
21 disclosed, and (b) all Protected Documents disclosed to such persons. In the event
22 that ITW FEG seeks to compel the production of each unredacted and executed

23 Exhibit A for good cause, Counsel for Plaintiffs shall submit each unredacted and
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1 executed Exhibit A and list to the Court for *in camera* inspection. Persons described
2 in paragraph 6(b) shall be covered under the signature of Counsel of Record.

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4 9. As the Protected Documents may only be distributed to Qualified
5 Persons, Plaintiff's/Plaintiffs' Counsel, and all persons described in paragraph 6
6 above, may not post Protected Documents on any website or internet accessible
7 document repository and shall not under any circumstance sell, offer for sale,
8 advertise, or publicize either the Protected Documents and the Confidential
9 information contained therein or the fact that such persons have obtained ITW
10 FEG's Protected Documents and Confidential information.
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13 10. To the extent that Protected Documents or information obtained
14 therefrom are used in the taking of depositions and/or used as exhibits at trial, such
15 documents or information shall remain subject to the provisions of this Order, along
16 with the transcript pages of the deposition testimony and/or trial testimony dealing
17 with, referring to or referencing the Protected Documents or information.
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20 11. All documents that are filed with the Court that contain any portion of
21 any Protected Document or information taken from any Protected Document shall
22 *submitted with an application to file*
23 *rule 79-5.* be ~~filed~~ under seal pursuant to local court practice or in a sealed envelope or other
24 ~~appropriate sealed container on which shall be endorsed the title of the action to~~
25 ~~which it pertains, an indication of the nature of the contents of such sealed envelope~~
26 ~~or other container, the phrase "Subject to Protective Order" or "Subject To Non-~~
27 ~~Sharing Protective Order," and a statement substantially in the following form:~~
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AGR

1 ~~"This envelope or container shall not be opened without order of the Court, except~~
2 ~~by officers of the Court and counsel of record, who, after reviewing the contents,~~
3 ~~shall return them to the clerk in a sealed envelope or container."~~

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5 12. Any court reporter or transcriber who reports or transcribes ^{deposition} testimony
6 in this action shall agree that all "confidential" information designated as such under
7 this Order shall remain "confidential" and shall not be disclosed by them, except
8 pursuant to the terms of this Order, and that any notes or transcriptions of such
9 testimony (and any accompanying exhibits) will be retained by the reporter or
10 delivered to counsel of record.
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13 13. To the extent ITW FEG is requested to produce documents it has
14 determined should not be subject to the sharing provision of this protective order in
15 paragraph 6(e), ITW FEG will designate such documents as "Non-Sharing."
16 Documents designated as "Non-Sharing" shall not be shared under paragraph 6(e).
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18 14. With respect to Protected Documents designated as "Non-Sharing,"
19 within ninety (90) days after the conclusion of this case, counsel for the parties who
20 received Protected Documents, including any documents that any such party
21 disclosed to any person described in paragraph 6(c) above, shall either (a) return to
22 ITW FEG the Protected Documents; or (b) securely destroy the Protected
23 Documents and certify such destruction to ITW FEG.
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26 15. With respect to documents designated as "Sharing" or "Subject to
27 Protective Order," Counsel for the parties shall not be required to return the
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1 Protected Documents to ITW FEG after the conclusion of this case and may retain
2 the documents pursuant to the terms of this Order.

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4 16. Inadvertent or unintentional production of documents or information
5 containing confidential information that should have been designated as Protected
6 Document(s) shall not be deemed a waiver in whole or in part of the party's claims
7 of confidentiality.
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9 17. This Protective Order may not be waived, modified, abandoned or
10 terminated, in whole or part, except by an instrument in writing signed by the
11 parties. If any provision of this Protective Order shall be held invalid for any reason
12 whatsoever, the remaining provisions shall not be affected thereby.
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14 18. After termination of this litigation, the provisions of this Order shall
15 continue to be binding. This Court retains and shall have jurisdiction over the
16 parties and recipients of the Protected Documents for enforcement of the provisions
17 of this Order following termination of this litigation.
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19 19. This Protective Order shall be binding upon the parties hereto, upon
20 their attorneys, and upon the parties' and their attorneys' successors, executors,
21 personal representatives, administrators, heirs, legal representatives, assigns,
22 subsidiaries, divisions, employees, agents, independent contractors, or other persons
23 or organizations over which they have control.
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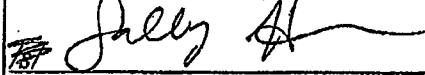
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20. A breach of the terms of this Order ^{may}~~shall~~ entitle ITW FEG to appropriate sanctions, including, but not limited to attorneys' fees and costs incurred in the enforcement of this Order.

So Ordered, this 26th day of February, 2014.

Alicia G. Rosenberg
Magistrate Judge Alicia G. Rosenberg

1 AGREED and APPROVED:

2 

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4 Sally Hosn (Bar No. SBN 276231)
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9 /s/Elizabeth B. Wright
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26 *VALLARTA FOOD ENTERPRISES, INC.*

27 /s/
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2

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10 Andrew H. Cox (*admitted pro hac vice*)

Conor A. McLaughlin (*admitted pro hac vice*)

11 Thompson Hine LLP

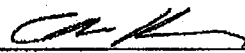
12 3900 Key Center

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13 Cleveland, OH 44114-1291

14 *Attorneys for Defendant ITW FOOD EQUIPMENT GROUP LLC*

15

16 /s/ 

Frank J. D'Oro

17 Carl Kremer

18 Wesierski & Zurek LLP

1000 Wilshire Boulevard

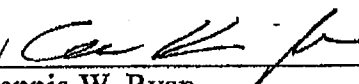
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21 *VALLARTA FOOD ENTERPRISES, INC.*

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23 /s/ 

24 Dennis W. Ryan

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26 Telephone: (818) 313-8974

27 *Attorney for Plaintiff ADELA RAMIREZ*

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

Adela Ramirez, et al.,
Plaintiffs,

CASE NO. 12-CV-10023-ABC (AGRx)
[Magistrate Judge Alicia G. Rosenberg]

vs.

ITW Food Equipment Group LLC,
Defendant.

EXHIBIT A

AFFIDAVIT OF _____, being

duly sworn and personally appearing before the undersigned attesting officer, duly authorized by law to administer oaths, deposes and says that the within statements are true and correct:

1.

I have read the Stipulated Sharing and Non-Sharing Protective Order attached hereto, and I understand its terms and meanings.

2.

I agree that my signature below submits me to the jurisdiction of the United States District Court, Central District of California, in the above captioned case and binds me to the provisions of the Stipulated Sharing and Non-Sharing Protective Order, including to all promises undertaken in the Order, as if originally agreed by me.

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Further Affiant sayeth not.

This _____ day of _____, 20__.

AFFIANT

SUBSCRIBED AND SWORN to before me
this ___ day of _____, ____.

NOTARY PUBLIC

Name: _____

No.: _____

My Commission Expires: _____

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CERTIFICATE OF SERVICE

A copy of the foregoing was filed electronically this 11th day of February, 2013 with the Clerk of Court using the CM/ECF system. Service will be made through the Court's CM/ECF system on all parties and attorneys so registered, and all parties may access this filing through the Court's system.

/s/ Elizabeth B. Wright
One of the Attorneys for Defendant
ITW Food Equipment Group LLC