

1 Lawrence H. Meuers (SBN 197663)
 2 Katy Koestner Esquivel (Pro Hac Vice)
 3 MEUERS LAW FIRM, P.L.
 4 5395 Park Central Court
 5 Naples, FL 34109-5932
 6 Telephone: (239)513-9191
 7 *Attorneys for Plaintiff Sun Pacific*

8 Stephen P. McCarron (Pro Hac Vice)
 9 MCCARRON & DIESS
 10 4900 Massachusetts Avenue, NW
 11 Washington, DC 20016
 12 Tel: 202-364-0400

13 James H. Wilkins (SBN 116364)
 14 WILKINS, DROLSHAGEN
 15 & CZESHINSKI, LLP
 16 7050 N. Fresno Street, Suite 204
 17 Fresno, CA 93720
 18 Tel: 559-438-2390
 19 *Attorneys for Defendant DiMare Fresh*

20 **UNITED STATES DISTRICT COURT**
 21 **EASTERN DISTRICT OF CALIFORNIA**
 22 **FRESNO DIVISION**

23 **SUN PACIFIC MARKETING**
 24 **COOPERATIVE, INC.,**

25 **Plaintiff/Appellant,**

26 **vs.**

27 **DIMARE FRESH, INC.,**

Defendant/Appellee.

Case No.: 1:06-cv-01404-AWI-GSA

STIPULATED PROTECTIVE ORDER

STIPULATED PROTECTIVE ORDER

1. On December 4, 2009, the Court entered an Order¹ on the parties' discovery motions, which required, *inter alia*, that DiMare Fresh, Inc. disclose information regarding: the costs of the cover tomatoes and whether DiMare was able to pass those costs on to its customers; and information regarding DiMare's contracts with its customers during the time Sun Pacific was to provide tomatoes to DiMare in 2006.

¹ DE 91.

1 2. The Court further recognized the confidential nature of the material,
2 coupled with the fact that this information involves non-parties, and required that this
3 information “shall be subject to (a) protective order such that any information is limited
4 to the parties’ counsel, experts, consultants, their respective staff and/or employees,
5 court reporters and others agreed upon by the parties.” Order, p. 8.

6 3. The Court then ordered that the parties submit a stipulated protective
7 order under the guidelines set forth by the court.

8 4. Based on the foregoing, the parties hereby stipulate that all information
9 disclosed by DiMare to Sun Pacific regarding the costs of the cover tomatoes and
10 whether DiMare was able to pass those costs on to its customers; and information
11 regarding DiMare’s contracts with its customers during the time Sun Pacific was to
12 provide tomatoes to DiMare in 2006, shall be strictly limited to the parties’ counsel,
13 experts, consultants, their respective staff and/or employees and court reporters.
14

15 **McCARRON & DIESS**

MEUERS LAW FIRM, PL

16 _____
s/ Stephen P. McCarron

_____ /s/ Lawrence H. Meuers

17 Stephen P. McCarron
18 *Admitted Pro Hac Vice*
4900 Massachusetts Avenue, NW
Suite 310
Washington, DC 20016
19 Telephone: (202)364-0400
Facsimile: (202) 364-2731
20 smccarron@mccarronlaw.com

Lawrence H. Meuers
California Bar No.: 197663
Katy Koestner Esquivel
Admitted Pro Hac Vice
5395 Park Central Court
Naples, Florida 34109-5932
Telephone: (239) 513-9191
Facsimile: (239) 513-9677
lmeuers@meuerslawfirm.com
kesquivel@meuerslawfirm.com

21 *Attorneys for Defendant DiMare Fresh*

Attorneys for Plaintiff/Appellant

23 **ORDER**

24 The Court adopts the stipulated protective order submitted by the parties.
25 However, in addition to the above stipulation the parties are ordered as follows :
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1 1) All persons authorized by this Protective Order to receive information as
2 outlined in this Court's order dated December 4, 2009, shall maintain such information
3 as confidential in accordance with this Protective Order and shall use such information
4 solely for the purpose of preparing for and conducting the above-captioned litigation,
5 and none of the information shall be used for any business, commercial or competitive
6 purposes. All persons authorized to receive copies of the materials shall be shown a
7 copy of this Protective Order and shall, in a written and signed certificate, such as that
8 annexed hereto as **Appendix A**, state that he or she has read the Protective Order and
9 agrees to be bound by the terms thereof. Counsel of record for that party shall then
10 retain the certificate until the conclusion of the litigation.
11

12 2) In the event that any of the designated information is, either advertently or
13 inadvertently disclosed to someone not authorized to receive such information under
14 this Protective Order, or if a person so authorized breaches any of his or her obligations
15 under this Protective Order, counsel of record for the party involved shall immediately
16 give notice of such unauthorized disclosure or breach to counsel of record for DiMare
17 Fresh, Inc., and shall also disclose the circumstances of the unauthorized disclosure or
18 breach.
19

20 3) Within 30 days of the conclusion of this litigation, including any post-trial
21 motions or appellate proceedings, counsel of record for the parties shall secure the
22 return of all discovery materials and all copies thereof and notes, abstracts or
23 summaries made therefrom, from all persons to whom such materials were disclosed
24 under the terms of this Protective Order, and shall either destroy all such materials or
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1 return them to counsel for DiMare Fresh, Inc., except that counsel may retain their
2 work product, copies of court filings and official transcripts and exhibits, provided said
3 retained documents are kept under seal and that the "Confidential" information
4 contained therein will continue to be treated as provided herein.

5
6 4) Any document filed with the Court shall be filed under seal pursuant to Local
7 Rules 39-140 and 39-141 in order to preserve its confidentiality.

8
9 **APPENDIX A
CERTIFICATE**

10 I hereby certify that I have read the annexed Protective Order and agree to be
11 bound by the terms thereof.

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14 Date: _____

15 **IT IS SO ORDERED.**

16 Dated: December 14, 2009

17 /s/ Gary S. Austin
18 Gary S. Austin
19 United States Magistrate Judge
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