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

23 **SUN PACIFIC MARKETING**
 24 **COOPERATIVE, INC.,**
 25
 26 **Plaintiff/Appellant,**
 27
 28 **vs.**
 29
 30 **DIMARE FRESH, INC.,**
 31
 32 **Defendant/Appellee.**

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

33 **SECOND STIPULATED PROTECTIVE ORDER GOVERNING**
 34 **DISCOVERY FROM NON-PARTY CORPORATIONS AND THEIR AGENTS**

35 1. The parties and this Court finds that good cause exists for issuance of a
 36 Second Stipulated Protective Order Governing Discovery from Non-Parties (“Order”)
 37 to protect non-parties from disclosure of confidential information provided by non-
 38 party corporations and their agents in this litigation.

1 2. Any and all information provided by a non-party corporation or its agents
2 in this litigation shall not be disclosed except, subject to the terms of this Order, as
3 follows:

- 4 a. The parties' Counsel, including paralegals, clerical or other support
5 staff or services and any employees with responsibilities related to
6 the subject matter of this litigation;
- 7 b. the Court, including any Court personnel, stenographers or other
8 persons involved in taking or transcribing court or deposition
9 testimony in this action, and members of the jury, provided that
10 any information submitted or filed with the Court shall be placed
11 under seal subject to release or inspection only by order of the
12 Court or consent of the non-party;
- 13 c. any court reporter (including audio and video) involved in this
14 action;
- 15 d. independent experts or consultants who have been consulted or
16 retained by counsel in this action to furnish technical or expert
17 services or to give technical or expert testimony in the trial of this
18 action, provided that such expert or consultant signs the
19 Undertaking attached hereto as Appendix A, acknowledging that
20 he or she has read a copy of this Order and agrees to be bound by
21 its terms;
- 22 e. copying imaging, computer services or litigation support services,
23 provided that all Confidential Information, including copies thereof
24 whether in hard copy or electronic form, are retrieved by the
25 furnishing party upon completion of any such copying, imaging
26 and computer services;
- 27 f. the staff of persons designated in paragraphs 3(c), (d) and (e),
subject to any conditions enumerated therein;
- g. any deposition witness, in accordance with paragraph 5; and

3 3. Nothing in this order shall prevent any non-party corporation or its agent
4 from using its own information in any manner it sees fit.

5 4. Subject to the terms of this Order, any party may utilize information from
6 a non-party corporation or its agents in the course of a deposition if, from the face of the
7 Document, it is apparent that the witness has already seen it or if the questioning party
8 has a good faith basis for believing that the witness has already seen it. If it becomes
9 apparent during the course of questioning that the witness is unaware of the
10 information then the information or document shall immediately be withdrawn from

1 the witness and the witness shall not be allowed to retain copies of the information or
2 any portions of his or her deposition transcript containing information.

3 5. All persons authorized by this Protective Order to receive information
4 shall maintain such information as confidential in accordance with this Protective Order
5 and shall use such information solely for the purpose of preparing for and conducting
6 the above-captioned litigation, and none of the information shall be used for any
7 business, commercial or competitive purposes. All persons authorized to receive copies
8 of the materials shall be shown a copy of this Protective Order and shall, in a written
9 and signed certificate, such as that annexed hereto as Appendix A, state that he or she
10 has read the Protective Order and agrees to be bound by the terms thereof. Counsel of
11 record for that party shall then retain the certificate until the conclusion of the litigation.

12 6. In the event that any of the designated information is, either advertently
13 or 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 and shall also
17 disclose the circumstances of the unauthorized disclosure or breach.

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