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18 UNITED STATES DISTRICT COURT
 19 EASTERN DISTRICT OF CALIFORNIA

20 OLD REPUBLIC INSURANCE
 21 COMPANY,
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 23 Plaintiff,
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 25 v.
 26 TURBOMECA S.A. and TURBOMECA
 27 USA,
 28
 29 Defendants.

Case No. 2:07:CV-1398 WBS DAD
 [Consolidated Master Case Number]

**STIPULATED PROTECTIVE ORDER RE
 CONFIDENTIAL INFORMATION**

[FRCP 26(c); L.R. 83-143]

30 COUNTY OF SACRAMENTO,
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 32 Plaintiff,
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 34 v.
 35 TURBOMECA S.A., a French
 36 Corporation; LA SOCIETE ANONYME
 37 TURBOMECA FRANCE, a French
 38 Corporation; TURBOMECA USA, a Texas
 39 Corporation; TURBOMECA ENGINE
 40 CORPORATION, a Texas Corporation,
 41 and Does 1 through 50,
 42
 43 Defendants.

44 Plaintiffs County of Sacramento and Old Republic Insurance Company and defendants
 45 Turbomeca S.A. (f/k/a La Societe Anonyme Turbomeca France) and Turbomeca USA, Inc. (f/k/a

1 Turbomeca Engine Corporation) hereby stipulate, in accordance with Federal Rule of Civil
2 Procedure 26(c), to the following Protective Order for the purpose of governing the disclosure
3 during pretrial discovery and the subsequent handling of trade secret information, proprietary
4 information, other confidential commercial, financial, medical, or personal information, and
5 documents containing any such information (hereinafter collectively referred to as
6 “CONFIDENTIAL INFORMATION”).

7 **1. Initial Designation.**

8 **1.1 Good Faith Claims.** Claims of confidentiality will be made only with respect to
9 documents, other tangible things, and information that the asserting party has a good faith belief
10 is legally entitled to protection from discovery and disclosure under the Federal Rules of Civil
11 Procedure and applicable case law. Objections to such claims made pursuant to paragraph 3 shall
12 also be made in good faith.

13 **1.2 Produced Documents.** A party producing documents that it believes constitute or
14 contain CONFIDENTIAL INFORMATION shall produce copies bearing a label that identifies
15 them as CONFIDENTIAL INFORMATION. No particular form of label is required so long as it
16 indicates that the document contains CONFIDENTIAL INFORMATION. The label shall be
17 affixed in a manner that does not obliterate or obscure the contents of the copies. As used herein,
18 the term “documents” includes all writings, other media on which information is recorded, and
19 other tangible things subject to production under the Federal Rules of Civil Procedure or federal
20 law.

21 **1.3 Interrogatory Answers.** If a party answering an interrogatory believes that its
22 answer contains CONFIDENTIAL INFORMATION, it shall set forth that answer in a separate
23 document that is produced and designated as CONFIDENTIAL INFORMATION in the same
24 manner as a produced document under subparagraph 1.2. The answers to interrogatories should
25 make reference to the separately-produced document containing the answer, but such document
26 should not be attached to the interrogatories.

27 **1.4 Inspections of Documents.** If a party elects to produce files and records for
28 inspection and the requesting party elects to inspect them, no designation of CONFIDENTIAL

1 INFORMATION needs to be made in advance of the inspection. For purposes of such
2 inspection, all material produced shall be treated as CONFIDENTIAL INFORMATION. If the
3 inspecting party selects specified documents to be copied, the producing party shall designate
4 CONFIDENTIAL INFORMATION in accordance with subparagraph 1.2 at the time the copies
5 are produced.

6 **1.5 Deposition Transcripts.** Within twenty-one days after the receipt of a deposition
7 transcript, a party may inform the other parties to the action of the portions of the transcript that it
8 wishes to designate as CONFIDENTIAL INFORMATION. All parties in possession of a copy of
9 a designated deposition transcript shall appropriately mark it as containing CONFIDENTIAL
10 INFORMATION.

11 **1.6 Multi-page Documents.** A party may designate all pages of an integrated, multi-
12 page document, including a deposition transcript and interrogatory answers, as CONFIDENTIAL
13 INFORMATION by placing the label specified in subparagraph 1.2 on the first page of the
14 document. If a party wishes to designate only certain portions of an integrated, multi-page
15 document as CONFIDENTIAL INFORMATION, it should designate such portions immediately
16 below the label on the first page of the document and place the label specified in subparagraph
17 1.2 on each page of the document containing CONFIDENTIAL INFORMATION.

18 **1.7 List.** The designating party shall prepare, periodically update, and provide to
19 counsel upon request a listing of all designated CONFIDENTIAL INFORMATION.

20 **2. Designations by Another Party.** If a party other than the producing party
21 believes that a producing party has produced a document that contains or constitutes
22 CONFIDENTIAL INFORMATION of such other party, it may designate the document as
23 CONFIDENTIAL INFORMATION by so notifying all parties in writing within fourteen days of
24 its receipt of the document.

25 **3. Objections to Designations.**

26 **3.1 Generally.** Any party objecting to an initial designation of CONFIDENTIAL
27 INFORMATION, including objection to portions of designations of multi-page documents, shall
28 notify the designating party within sixty (60) days of the receipt of the designation or within thirty

1 days of entry of this order, whichever comes later. The objecting and the designating parties shall
2 promptly confer in an attempt to resolve their differences. If they are unable to resolve their
3 differences, the designating party, if it wishes to maintain the designation, shall have thirty (30)
4 days from the service of the objection to file with the Court a motion to maintain the
5 CONFIDENTIAL INFORMATION designation. During the pendency of such motion, all parties
6 shall treat the material that is the subject of the motion as CONFIDENTIAL INFORMATION
7 until the Court rules on the motion.

8 **3.2 Near Trial.** As necessary, the Court may consider and issue at a later date a
9 further Order to deal with designations received near the date of trial.

10 **4. Custody.** All CONFIDENTIAL INFORMATION and any and all copies, extracts
11 and summaries thereof, including memoranda relating thereto, shall be retained by the receiving
12 party in the custody of counsel of record, or by persons to whom disclosure is authorized under
13 subparagraph 5.1. Paragraph 11 addresses in more detail the handling of CONFIDENTIAL
14 INFORMATION after the conclusion of this litigation.

15 **5. Handling Prior to Trial.**

16 **5.1 Authorized Disclosures.** CONFIDENTIAL INFORMATION may be disclosed
17 by the receiving party only to its employees who are authorized to assist in the litigation; to its
18 counsel (including employees of its counsel); to the Court (subject to the procedures stated
19 below); to qualified persons taking testimony involving such information; and to the party's
20 expert witnesses and consultants. However, a party may disclose CONFIDENTIAL
21 INFORMATION to its expert witnesses and consultants only after obtaining the person's express
22 written acknowledgement to be bound by this Protective Order on the form prescribed in
23 Appendix A or, with respect to material provided prior to the entry of this order, after obtaining
24 the person's assurance that he will treat the material in the manner to be prescribed by this order.
25 Such disclosures are authorized only to the extent necessary to investigate, prosecute, or defend
26 this litigation.

27 **5.2 Unauthorized Disclosures.** If CONFIDENTIAL INFORMATION is disclosed to
28 any person other than in the manner authorized by this Protective Order, the party or person

1 responsible for the disclosure, and any other party or person who is subject to this Order and
2 learns of such disclosure, shall immediately bring such disclosure to the attention of the
3 designating party. Without prejudice to other rights and remedies of the designating party, the
4 responsible party or person shall make every effort to obtain the return of the CONFIDENTIAL
5 INFORMATION and to prevent further disclosure on its own part or on the part of the person
6 who was the unauthorized recipient of such information.

7 **5.3 Court Filings.** If any CONFIDENTIAL INFORMATION must be filed with the
8 Court prior to trial, it shall be filed in accordance with Local Rules 39-140 and 39-141. This
9 provision applies to briefs, memoranda, and other filings that quote, summarize, or describe
10 CONFIDENTIAL INFORMATION.

11 **6. Handling During Trial.** CONFIDENTIAL INFORMATION that is subject to
12 this Order may be marked and used as trial exhibits by any party, subject to terms and conditions
13 imposed by the Court upon application by any party.

14 **7. No Implied Waivers.** The entry of this Protective Order shall not be interpreted
15 as a waiver of the right to object, under applicable law, to the furnishing of information in
16 response to discovery requests or to object to a requested inspection of documents or facilities.
17 Neither the agreement to, or the taking of any action in accordance with, the provisions of this
18 Protective Order, nor the failure to object thereto, shall be interpreted as a waiver of any claim or
19 position or defense in this action, or any other actions.

20 **8. Inadvertent Production.** Inadvertent production of a document that the
21 producing party believes contains attorney-client communications, attorney work product, or
22 otherwise privileged information shall not constitute a waiver of privilege, and any such
23 document (including all copies) shall be returned to the producing party immediately upon its
24 request.

25 **9. Parties' Own Documents.** Except as provided in paragraph 2, this Protective
26 Order shall in no way restrict the parties in their use of their own documents and information, and
27 nothing in this Order shall preclude any party from voluntarily disclosing its own documents or
28 information to any party or nonparty.

1 **10. Prohibition on Use Outside this Litigation.** CONFIDENTIAL INFORMATION
2 shall not be used for any purpose in any litigation other than this case.

3 **11. Handling Upon Conclusion of Litigation.** Within 90 days of the conclusion of
4 this litigation, all parties and counsel to this litigation and all persons to whom disclosure was
5 made shall return all CONFIDENTIAL INFORMATION to the party that produced it, including
6 copies and extracts of CONFIDENTIAL INFORMATION. In lieu of returning
7 CONFIDENTIAL INFORMATION, the person or party in possession of such CONFIDENTIAL
8 INFORMATION may destroy it, but must so notify counsel for the producing party. The
9 attorney for the receiving party shall collect, assemble, and return (or destroy) all
10 CONFIDENTIAL INFORMATION. If requested by the producing party, the attorney for the
11 receiving party shall certify in writing that all such CONFIDENTIAL INFORMATION has been
12 destroyed.

13 **12. Further Protection.** Nothing in this Protective Order precludes any party from
14 seeking and obtaining from the Court a further protective order for any documents or information
15 that the party believes may not be sufficiently protected by this or other protective orders.

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THE PROVISIONS OF THE FOREGOING STIPULATED AND AGREED TO:

DATED: January 7, 2009

PERKINS COIE LLP

By: /s/ Ronald McIntire
Ronald A. McIntire

Attorneys for Defendants
Turbomeca S.A. and Turbomeca USA, Inc.

DATED: January 7, 2009

**LENAHAN, LEE
SLATER & PEARSE, LLP**

By: /s/ Charleton Pearse per email approval
Charleton S. Pearse

Attorneys for Plaintiff
County of Sacramento

DATED: January 7, 2009

**REID, AXELROD, MCCORMACK,
GRIFFIS & RUANE**

By: /s/ Donald Honigman per email approval
Donald Honigman

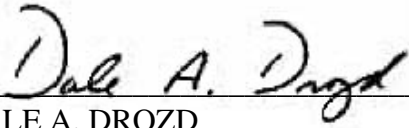
Attorneys for Plaintiff
Old Republic Insurance Company

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ORDER

Upon good cause shown, the Court orders that all documents and testimony designated CONFIDENTIAL INFORMATION are to be protected under the terms of this Protective Order.

DATED: January 7, 2009.



DALE A. DROZD
UNITED STATES MAGISTRATE JUDGE

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APPENDIX A

AGREEMENT OF CONFIDENTIALITY

I have read and am familiar with the Protective Order in the case entitled *Old Republic Insurance Company, et al., v. Turbomeca S.A., et al.*, Case No. 2:07:CV-1398 WBS DAD, pending in the United States District Court for the Eastern District of California. I hereby agree to abide and be bound by all of the terms of that Order and not to use or disclose any CONFIDENTIAL INFORMATION except in accordance with the terms of the Order.

I also agree to deliver to the counsel of record who has consulted or engaged me for this action, not later than fourteen days after I am notified of the termination of this litigation, all documents in my possession or under my control designated CONFIDENTIAL INFORMATION, along with all copies thereof and all extracts and summaries of the matters contained therein.

DATED: _____ SIGNED: _____

Print Name: _____

Address: _____

Telephone Number: _____

Name of Person from whom CONFIDENTIAL INFORMATION is Received: _____