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7 Attorneys for Defendant and Third-Party Plaintiff
 ASKO APPLIANCES, INC.

8
 9
 10 UNITED STATES DISTRICT COURT
 11 NORTHERN DISTRICT OF CALIFORNIA

13 ALLSTATE INSURANCE COMPANY,)
)
 14 Plaintiff,)
)
 15 v.)
)
 16 ASKO APPLIANCES, INC., and DOES 1 to 20,))
)
 17 Defendants.)

CASE NO. 3:10-cv-01039-RS

**STIPULATED AND PROPOSED
 CONFIDENTIALITY AGREEMENT**

18 ASKO APPLIANCES, INC.,)
)
 19 Third-Party Plaintiff,)
)
 20 v.)
)
 21 ASKO CYLINDA A.B., HONEYWELL)
 22 INTERNATIONAL, INC., and ELTEK S.p.A.,)
)
 23 Third-Party Defendants.)
)

24
 25 Plaintiff, ALLSTATE INSURANCE COMPANY ("Plaintiff"), Defendant/Third-Party
 26 Plaintiff ASKO APPLIANCES, INC. ("ASKO"), and Third-Party Defendants, ELTEK S.p.A.
 27 ("ELTEK"), and HONEYWELL INTERNATIONAL INC. ("HONEYWELL"), (referred to herein
 28 individually as a "Party" and collectively as the "Parties"), hereby agree that the following rules

1 concerning confidentiality shall govern with respect to documents and information obtained during
2 discovery in the above-captioned action:

3 1. A Party may designate as confidential information any document or part thereof, or
4 deposition testimony and transcripts of such testimony, or any other discovery, including the
5 information contained therein, that is produced or otherwise made available through discovery in this
6 action that such Party in good faith considers to contain or reflect a trade secret, confidential research
7 or development, financial, commercial, or proprietary information which the producing party deems
8 confidential.
9

10 2. A Party may designate as confidential information any document or part thereof, or
11 deposition testimony and transcripts of such testimony, or any other discovery, including the
12 information contained therein, that is produced or otherwise made available through discovery in this
13 action that such party considers or claims to be protected from disclosure by any confidentiality or
14 nondisclosure agreement with any other person or entity.
15

16 3. If a document or any other discovery is designated as containing confidential
17 information, it shall be stamped "CONFIDENTIAL" by the Party disclosing same. If testimony is
18 designated as containing confidential information, this statement shall be made on the record at the
19 proceeding where the testimony is given. In addition, a Party may designate a document, deposition
20 testimony, or any other discovery as containing confidential information by advising counsel of
21 record in writing of such designation within five days after production of the discovery material or
22 receipt of the deposition transcript. Such confidential information shall be treated as confidential
23 from the time of such designation.
24

25 4. Confidential information obtained through discovery in this action shall be used
26 solely for the purpose of prosecuting or defending this action and shall not be disclosed to anyone
27 except as authorized herein. Notwithstanding the foregoing, Confidential Information obtained
28

1 through discovery in this action may be used by a Party to this action in connection with any other
2 action involving or arising out of a fire originating in an Asko series DW 95 dishwasher, provided
3 that a Confidentiality Order has been executed and entered in such other action, and any person or
4 party to whom the Confidential Information is or may be disclosed in such other action has executed
5 a Confidentiality Agreement with substantially the same requirements as this Agreement.
6

7 5. Confidential information shall be maintained in confidence by the person to whom
8 such information is disclosed, and shall not be disclosed to any person except:

9 (a) the Court (including the jury);

10 (b) court reporters and videographers who record depositions or other testimony in
11 this action;

12 (c) counsel of record in these proceedings for any party to the litigation, including
13 their partners, associates, clerks, legal assistants, and other persons employed by such
14 attorneys, all of whom shall be bound by the provisions of this agreement to the same extent
15 as counsel of record;
16

17 (d) any employee of any Party after said person's name is disclosed to the other Party
18 and after each such person has signed a Confidentiality Agreement in the form annexed as
19 Exhibit A;

20 (e) any person consulted by a Party or its counsel, whether or not retained to assist in
21 the preparation for, or the conduct of, the litigation, such as independent accountants,
22 statisticians, economists or other technical experts, subject to the terms and conditions set
23 forth in paragraph 6 below;
24

25 (f) any witness or prospective witness in this case, subject to the terms and conditions
26 set forth in paragraph 6 below.
27

28 6. All persons described in subparagraphs (e) and (f) of paragraph 5 above shall be

1 furnished confidential information only after they have agreed in writing, in the form annexed hereto
2 as Exhibit A, to be bound by the terms of this Agreement. Copies of the aforementioned written
3 agreements shall be served on all Parties.

4
5 7. The Parties agree that they will comply with Local Rule 79-5 with respect to any
6 information subject to confidential treatment in accordance with the terms of this Agreement.

7
8 8. Nothing contained herein shall prevent a Party from disclosing its own confidential
9 information as it deems appropriate, and any such disclosure shall not be deemed a waiver of that
10 Party's rights or obligations under this Agreement.

11
12 9. No provision of this Agreement obligates a party to produce any document or other
13 discovery not otherwise subject to production under the Federal Rules of Civil Procedure.

14
15 10. This Agreement shall remain in full force and effect unless and until replaced by
16 another written agreement or otherwise modified in writing by all Parties or vacated by the Court.

17
18 11. Counsel of record in this action shall ensure that all persons who use confidential
19 information in this matter are apprised of the existence and the requirements of this Agreement and
20 employ their best efforts to ensure that all such persons strictly comply with the provisions of this
21 Agreement.

22
23 12. The purpose of this Agreement is to facilitate discovery in these proceedings.
24 Notwithstanding this Agreement, the Parties reserve the right to contest whether purported
25 confidential information produced is entitled to the protections specified in the Federal Rules of Civil
26 Procedure. While such an objection is pending, the confidentiality of the confidential information
27 shall be maintained until the Court decides whether such protection is warranted. At any time during
28 the course of this litigation, counsel for a Party, upon notice to all other Parties, may request the
Court to modify or vacate this Agreement as to any designated confidential information.

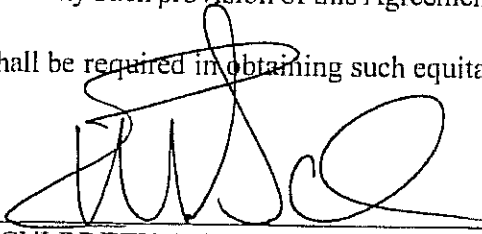
13. Upon final termination of this action, including all appeals therefrom, all documents

1 (and all copies thereof and notes, abstracts or summaries made therefrom) obtained by any person
2 under the provisions of this Agreement shall be returned to the disclosing party, unless some other
3 disposition of same is mutually agreed to by all Parties. Notwithstanding anything herein to the
4 contrary, counsel may retain their work product, copies of court filings, and official transcripts and
5 exhibits, provided the confidential information contained in any retained documents therein will
6 continue to be treated as provided herein.
7


8 14. Nothing herein shall be construed to restrict any Party's use of information that is
9 possessed or known prior to disclosure by the producing party, or is public knowledge, or is
10 independently developed or acquired from an independent source.
11

12 15. Each Party agrees that it would be impossible or inadequate to measure and calculate
13 the damages from any breach of the covenants set forth in this Agreement. Accordingly, the parties
14 agree that if one Party breaches or threatens to breach any of such covenants, the other Party will
15 have available, in addition to any other right or remedy available, including monetary damages, the
16 right to obtain an injunction from a court of competent jurisdiction restraining such breach or
17 threatened breach and to specific performance of any such provision of this Agreement. The Parties
18 further agree that no bond or other security shall be required in obtaining such equitable relief.
19

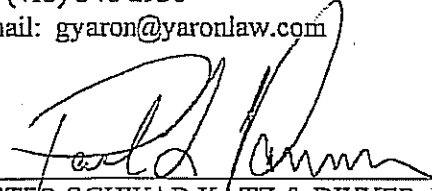
20
21 Dated: 12-22-2010


22 CULBRETH & SCHROEDER, LLP
23 By: ERIC M. SCHROEDER, ESQ.
24 Attorneys for Plaintiff
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26 West Sacramento, CA 95691
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1 Dated: 12/27/10


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8 Dated: 12/22/10


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120 Broadway
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15 Dated: _____

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E-mail: David.Bunger@sjo.bowmanandbrooke.com

22 APPROVED AND SO ORDERED:

23 Dated: _____

UNITED STATES DISTRICT JUDGE
RICHARD SEEBORG

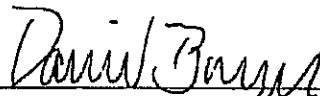
1 Dated: _____

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8 Dated: _____

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14 Dated: January 5, 2011


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22 APPROVED AND SO ORDERED:

23 Dated: 1/24/11



UNITED STATES DISTRICT JUDGE
RICHARD SEEBORG

EXHIBIT A:

CONFIDENTIALITY AGREEMENT

I have reviewed the Confidentiality Agreement (the "Agreement") in the matter entitled "Allstate Insurance Company, Plaintiff, vs. Asko Appliances, Inc., and Does 1 to 20, Defendants; and Asko Appliances, Inc., Third-Party Plaintiff, vs. Asko Cylinda A.B., Honeywell International Inc., and Eltek S.p.A., Third-Party Defendants".

I understand that, pursuant to the Agreement, information disclosed in this matter through discovery shall be held confidential pursuant to the terms of the Agreement. I hereby agree to maintain the confidentiality of all such confidential information in accordance with the terms of the Agreement.

Dated at _____,
this _____ day of _____, 2010

Signature: _____

Printed Name: _____

Printed Address: _____
