

1 Richard G. Grotch, Esq. - SBN 127713  
 Alisha A. Beltramo, Esq. - SBN 267423  
 2 **CODDINGTON, HICKS & DANFORTH**  
**A Professional Corporation, Lawyers**  
 3 555 Twin Dolphin Drive, Suite 300  
 Redwood City, California 94065-2133  
 4 Tel. (650) 592-5400  
 Fax. (650) 592-5027  
 5 E-mail: rgrotch@chdlawyers.com

**\*E-FILED 07-15-2010\***

6 **ATTORNEYS FOR** Defendant  
 CALIFORNIA IN NICE, INC.

8 **UNITED STATES DISTRICT COURT**  
 9 **NORTHERN DISTRICT OF CALIFORNIA**

11 YOSHIO KATO, individually and as  
 surviving heirs of decedent, Yoshiyuki Kato,  
 12 et al.,

No. C 09-0616 JF (HRL)

13 Plaintiffs,

14 vs.

15 HAWKER BEECHCRAFT  
 CORPORATION, BEECH AIRCRAFT  
 16 CORPORATION, et al.,

17 Defendants.

18 \_\_\_\_\_/

No. C 09-1148 JF (HRL)

19 HARUKO MIYATA, Individually, et al.,

20 Plaintiffs,

STIPULATED PROTECTIVE ORDER

21 vs.

22 CALIFORNIA IN NICE, INC., (d.b.a.  
 NICE AIR), et al.,

23 Defendants.

24 \_\_\_\_\_/

25 ///  
 26 ///  
 27 ///  
 28 ///

\_\_\_\_\_  
 Stipulated Protective Order  
 C 09-0616 JF (HRL) / C 09-1148 JF (HRL)

1           WHEREAS solely for the purpose of attempting to compromise, settle, or resolve, in whole  
2 or in part, the litigation arising out of the December 18, 2006 accident, involving a Beech D95A  
3 (U.S. Registration N144PG), defendant CALIFORNIA IN NICE, INC., d/b/a “Nice Air”  
4 (hereinafter “Nice Air”) agrees to disclose to the plaintiffs in the captioned litigation, and to their  
5 counsel of record, certain financial information which Nice Air contends is confidential and  
6 proprietary (hereinafter “Protected Material”); and

7           WHEREAS Nice Air makes these disclosures without prejudice to its position that the  
8 Protected Material is confidential and proprietary and without prejudice to its position as to the  
9 inadmissibility of the Protected Material in future proceedings in the litigation; and

10          WHEREAS Nice Air will disclose certain Protected Material, but only in reliance upon this  
11 express agreement of the plaintiffs and their counsel of record that the disclosed Protected Material  
12 will be used solely and exclusively in connection with these related cases and solely for the purpose  
13 of attempting to settle this litigation; and

14          WHEREAS plaintiffs’ agreement to this limitation on the use of Protected Material is without  
15 prejudice to their rights to seek a modification of this agreement, either by stipulation or by Court  
16 order upon a showing of good cause; and

17          WHEREAS when the litigation has been terminated, plaintiffs and their counsel will, within  
18 60 days after the final termination of this action, return all Protected Material to counsel of record  
19 for Nice Air. With the permission in writing from Nice Air or its counsel of record, plaintiffs and  
20 their attorneys may destroy some or all of the Protected Material instead of returning it. Whether  
21 the Protected Material is returned or destroyed, plaintiffs and the counsel must submit a written  
22 certification to Nice Air, by the 60 day deadline, that identifies (by category, where appropriate) all  
23 the Protected Material that was returned or destroyed and that affirms that no copies, abstracts,  
24 compilations, summaries or other forms of reproducing or capturing any of the Protected Material  
25 have been retained; and

26 ///

27 ///

28

1 WHEREAS unless otherwise ordered by the court or permitted in writing by Nice Air or its  
2 counsel of record, plaintiffs and their counsel of record may disclose any information or item  
3 designated by Nice Air as CONFIDENTIAL only to:

4 (a) plaintiffs' Counsel of record in this action, as well as employees of said Counsel to  
5 whom it is reasonably necessary to disclose the information for this litigation; and

6 (b) plaintiffs' experts to whom disclosure is reasonably necessary for purposes of  
7 attempting to compromise, settle, or resolve the litigation, in whole or in part; and

8 WHEREAS if timely corrected, an inadvertent failure to designate qualified information or  
9 items as "Confidential" does not, standing alone, waive Nice Air's right to secure protection under  
10 this Stipulation and Order for such material. If material is appropriately designated as  
11 "Confidential" after the material was initially produced, plaintiffs and their counsel of record, on  
12 timely notification of the designation, must make reasonable efforts to assure that the material is  
13 treated in accordance with the provisions of this Stipulation and Order; and

14 WHEREAS nothing in this Stipulation abridges the right of any person to seek its  
15 modification by the Court in the future.

16 IT IS SO STIPULATED.

17 Dated: July 13, 2010

THE BRANDI LAW FIRM

18 /s/ *Brian J. Malloy*

19 By: \_\_\_\_\_  
20 Brian J. Malloy  
21 Attorneys for Plaintiffs  
Yoshio Kato and Sachiko Kato

22 Dated: July 13, 2010

MARSHALL SUZUKI LAW GROUP

23 /s/ *Shinichi Mac Nozaki*

24 By: \_\_\_\_\_  
25 Shinichi Mac Nozaki  
26 Attorneys for Plaintiffs  
Haruko Miyata and Keigo Miyata

27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: July 13, 2010

LAW OFFICES OF SCOTT H. WECHSLER

/s/ *Scott H. Wechsler*

By: \_\_\_\_\_  
Scott H. Wechsler  
Attorneys for Plaintiffs  
Haruko Miyata and Keigo Miyata

Dated: July 13, 2010

CODDINGTON, HICKS & DANFORTH

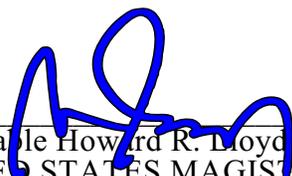
/s/ *Richard G. Grotch*

By: \_\_\_\_\_  
Richard G. Grotch (\*)  
Alisha A. Beltramo  
Attorneys for Defendant  
California in Nice, Inc.

(\*) I hereby attest that I have on file all holograph signatures for any signatures indicated by a "conformed" signature (/s/) within this e-filed document.

**ORDER**

PURSUANT TO STIPULATION, IT IS SO ORDERED. **For a period of six months after the final termination of these actions, this court will retain jurisdiction to enforce the ~~Dated: March ==, 2010~~ terms of this order.**

  
\_\_\_\_\_  
Honorable Howard R. Moyd  
UNITED STATES MAGISTRATE JUDGE