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5 UNITED STATES DISTRICT COURT  
6 EASTERN DISTRICT OF WASHINGTON

7 SHIRLEY CAROLINE McINTOSH,  
8 Individually and as Guardian and  
9 Representative of M.M., D.M.,  
10 T.M., and J.M., minors,

11 Plaintiffs,

12 v.

13 CUB CRAFTERS, INC.,

14 Defendant.

CASE NO. CV-13-3004-EFS

**PROTECTIVE ORDER**

15 On September 17, 2013, the parties filed a Stipulated Motion for  
16 Protective Order, ECF No. 17. Having reviewed the proposed protective  
17 order, the Court grants the stipulated motion.

18 Accordingly, **IT IS HEREBY ORDERED:**

19 1. The parties' Stipulated Motion for Protective Order, **ECF**  
20 **No. 17**, is **GRANTED**.

21 2. The Court enters a Protective Order as follows:

22 1. All information, designated by the producing party as  
23 "Confidential" or "Proprietary", which is disclosed,  
24 furnished, or submitted, either voluntarily or  
25 pursuant to a court order, by or on behalf of THE  
26 PARTIES in this litigation, shall be used solely in

1 connection with pre-trial proceedings, preparation  
2 for trial, trial, or other proceedings in this  
3 litigation. Proprietary documents do not include  
4 documents: (1) submitted to the FAA that are  
5 releasable to the public, (2) posted on the Cub  
6 Crafters, Inc. website, (3) publicly available  
7 manuals, POH's, parts lists, or maintenance  
8 documents, (4) documents required to be kept by  
9 statute or regulation for the public, or (5) FAA and  
10 NTSB accident investigations. Additionally, any  
11 party who feels another party has inappropriately  
12 designated documents may, after conferring with the  
13 other party, make a motion challenging the  
14 classification of documents as confidential,  
15 proprietary, or otherwise privileged and apply to the  
16 Court for appropriate relief from this Protective  
17 Order.

18 2. Disclosure of information that is designated as  
19 "Confidential" or "Proprietary" (including extracts  
20 and summaries derived from them) shall be restricted  
21 to:

22 a. the attorneys in the law firms appearing in this  
23 action for THE PARTIES, and personnel who are  
24 directly employed by those firms and are assisting  
25 the attorneys working on the litigation;  
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1 b. those officers, directors, employees, agents, and  
2 attorneys of THE PARTIES whose assistance is  
3 required in the preparation of this litigation for  
4 trial and who must have access to the information  
5 to render this assistance;

6 c. experts or consultants retained in connection with  
7 the litigation;

8 d. the Court and court personnel, including  
9 stenographic reporters engaged in such proceedings  
10 as are necessarily incident to the preparation or  
11 trial of this litigation; and

12 e. such other persons as all THE PARTIES shall  
13 mutually agree to in writing, or the Court shall  
14 determine.

15 3. Each person described in subparagraphs (b), (c), or  
16 (e) of the preceding paragraph to whom "Confidential"  
17 or "Proprietary" information is to be furnished,  
18 shown, or disclosed shall first be presented by the  
19 disclosing party or the disclosing party's counsel of  
20 record with a copy of the Stipulation and the Court's  
21 Protective Order. All such persons shall be bound by  
22 the terms of the Protective Order, and shall not  
23 permit disclosure of the documents or the information  
24 contained therein other than pursuant to the terms of  
25 the order.  
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1           4.    THE PARTIES shall seek to have any other parties  
2                   later appearing in this litigation agree to be bound  
3                   by the terms of Stipulation and Protective Order.  
4                   Those other parties shall become bound by the terms  
5                   of this order by signing a Joinder Agreement  
6                   substantially in the form of that attached to this  
7                   order as Exhibit "A".    Upon signing that Joinder  
8                   Agreement, a party shall be bound by the terms of  
9                   this order to the same extent as are THE PARTIES.  No  
10                  Confidential or Proprietary information produced by  
11                  any of THE PARTIES in this litigation shall be  
12                  produced to any other party subsequently appearing in  
13                  this litigation unless that party agrees to be bound  
14                  by the terms of the Stipulation and Protective Order.

15           5.    Upon termination of this action (whether by judgment,  
16                   settlement, or otherwise), each of THE PARTIES that  
17                   has received any Confidential or Proprietary  
18                   materials shall assemble and return to each of THE  
19                   PARTIES that produced the Confidential or Proprietary  
20                   materials, all such Confidential or Proprietary  
21                   materials, including all copies thereof (but not  
22                   including copies containing notes or other attorneys'  
23                   work product that may have been placed thereon by  
24                   counsel for any of THE PARTIES.    All copies  
25                   containing notes or other attorneys' work product  
26                   shall be destroyed within thirty (30) days of the

1 final resolution of this action, at which time each  
2 counsel of record shall confirm in writing to all  
3 other counsel of record that such destruction has  
4 occurred.

5 6. Nothing in this Order shall be deemed to restrict in  
6 any way any party or its attorneys with respect to  
7 that party's own Confidential or Proprietary  
8 information.

9 7. Upon settlement or final judgment, all copies of  
10 Confidential or Proprietary documents introduced into  
11 evidence in the subject action may be withdrawn from  
12 evidence and returned to the party that initially  
13 produced the documents.

14 8. THE PARTIES may apply to the Court for approval of  
15 this Stipulation and entry of its terms as a  
16 Protective Order of the Court and enforcement of the  
17 same. The parties may also subsequently apply to the  
18 Court for a modification of its order, and nothing in  
19 the order shall be deemed to prejudice their rights  
20 to seek modification.

21 9. THE PARTIES each agree that this Stipulation may be  
22 executed in one or more counterparts, each of which  
23 shall be considered an original, but all of which  
24 together shall constitute one and the same  
25 instrument. A facsimile or electronic copy of this  
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Stipulation or of any counterpart shall be deemed to constitute an original.

**IT IS SO ORDERED.** The Clerk's Office is directed to enter this Order and provide copies to all counsel.

**DATED** this 19<sup>th</sup> day of September 2013.

\_\_\_\_\_  
s/ Edward F. Shea  
EDWARD F. SHEA  
Senior United States District Judge

**EXHIBIT "A"**  
**JOINDER AGREEMENT**

\_\_\_\_\_, by his/her/its counsel, hereby joins in and agrees to be bound by the terms of the Protective Order governing Confidential and Proprietary information that is, has been, or may be, disclosed in Case No. 2:13-cv-03004-EFS, pending in the UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF WASHINGTON, styled SHIRLEY CAROLINE McINTOSH Individually and as Guardian and Representative of M.M., D.M., T.M., and J.M., minors, Plaintiffs, v. CUB CRAFTERS, INC., Defendant.

DATED: \_\_\_\_\_, 2013

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Attorney for \_\_\_\_\_

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