

1 party asserts contains confidential, trade secret, sensitive, or proprietary information that
2 should be treated as "confidential" ("confidential" material), the Court hereby finds good cause
3 exists for entry of this protective order under CR 26(c) and hereby ORDERS the following
4 process be used:

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6 1. The parties will produce all relevant and discoverable, non-privileged documents responsive
7 to the other party's discovery requests.

8 2. Neither party may designate as "confidential" any documents and/or information that is
9 already in the public domain or becomes part of the public domain through trial or otherwise;
10 information that either party can show was obtained (without any benefit or use of the other
11 party's "confidential" material) from a third party having the right to disclose such
12 information to the receiving party without restriction or obligation of confidentiality;
13 information which, after its disclosure to the party, is published to the general public by a third
14 party having the right to publish such information; or information that either party can show
15 by written record was independently developed by it after the time of disclosure by persons
16 who did not have access to the other party's "confidential" material.

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18 3. Subject to the process for objecting below, a party may mark certain documents and/or
19 information as "confidential" if the party has a reasonable, good faith belief and legal basis for
20 so designating those documents and/or information. Designating a document as
21 "confidential" does not prevent production of that document to the other party if it is properly
22 responsive to a discovery request. Rather, any document or information produced or provided
23 by a party in response to a discovery request that is marked "confidential" pursuant to this
24 Protective Order shall be held in confidence by the parties and their attorneys, and shall not
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1 be disclosed to any other person nor used for any other purpose except as necessary in the
2 prosecution or defense of this lawsuit and in compliance with this protective order, and as
3 subject to the process for objecting below.

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5 4. If either party objects to any "confidential" designation on any document or portion thereof,
6 the objecting party shall provide the other party with written notice of its objections, stating
7 the basis for each objection. If the parties, after conducting a discovery conference, cannot
8 resolve the objection, the objecting party may file a motion with this Court, including a
9 request for an in-camera review, to determine whether there is a legal basis for the document
10 and/or information to be treated as "confidential."

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12 5. To the extent that depositions of any person involve a specific discussion of the contents (as
13 opposed to the existence) of "confidential" material, then those portions of the depositions
14 should also be treated as "confidential" and designated as such. The duty to mark the
15 depositions, or portions of depositions, as "confidential" shall rest with the party claiming
16 confidentiality. The parties shall exchange written confidentiality designations not later than
17 ten working days following receipt of the transcribed deposition, or either party may, at the
18 time of the deposition, mark certain portions of the deposition as "confidential" on the record.

19
20 6. "Confidential" material, including the contents thereof, may be disseminated only to:

21 A. The parties, attorneys for the parties in this litigation, and their partners/supervisors,
22 associates/attorney colleagues, secretaries, legal assistants, paralegals/paralegal
23 assistants, and other employees of the parties to whom it is reasonably necessary to
24 disclose the information for the prosecution or defense of this litigation; Experts
25 retained for the purpose of consulting or testifying in this litigation to whom disclosure
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1 is reasonably necessary for this litigation and who has been provided with this
2 Protective Order and agreed to abide by its terms in writing;

3 B. Court officials other than the Court and/or its staff, involved in this litigation,
4 including court reporters and persons operating video recording equipment at
5 depositions, as may be required for purposes of attaching exhibits to depositions;
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7 C. Copy or imaging services retained by counsel to assist in the duplication of
8 “confidential” material, provided that counsel for the party retaining the copy or
9 imaging service instructs the service not to disclose any “confidential” material to
10 third parties and to immediately return all originals and copies of “confidential”
11 material;
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13 E. Mediators involved in resolving this matter should the parties choose to proceed
14 through alternative dispute resolution, who will be provided with this Protective Order
15 and agree to abide by its terms in writing; and

16 F. During their depositions, witnesses to whom disclosure is reasonably necessary and
17 who have been provided with this Protective Order and agreed to abide by its terms in
18 writing or on the record, unless otherwise agreed to by the parties or ordered by the
19 Court. “Confidential” material must be separately bound by the court reporter and
20 may not be disclosed to anyone except as permitted under this Protective Order.
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22 7. All expert witnesses who receive “confidential” material shall use the “confidential” material
23 only for this litigation, and shall not disclose any “confidential” information to any third
24 person for any purpose without written consent of the parties or as ordered by the Court.
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- 1 8. Neither counsel, employees of the law firms representing the parties or third parties in this
2 litigation, including the State, nor experts retained for purposes of consulting or testifying
3 shall disclose or disseminate any "confidential" material to any third person, whether by oral
4 description or by writing, or by any other means, outside the group of persons listed in
5 paragraph 6 without a Court order.
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- 7 9. If the State receives a request for public disclosure of any "confidential" material under the
8 state Public Records Act (Ch. 42.56 RCW), the State will provide GMA, through its counsel,
9 with notice and an opportunity, per RCW 42.56.520 and .540, to seek an order prohibiting the
10 State from releasing any "confidential" material, or take other appropriate action within
11 GMA's discretion. The State will provide such notice no later than five working days after
12 receiving the request. If GMA does not seek and obtain an order prohibiting the State from
13 releasing any "confidential" material within 14 days of being provided notice of the request
14 for disclosure of any "confidential" material by the State, the State may release the requested
15 "confidential" material. The State shall not release the requested "confidential" material
16 during the pendency of any ruling(s) on GMA's motion to prevent disclosure. The parties
17 further agree exemptions to the Public Records Act may apply to any and all documents
18 and/or information marked as "confidential".
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- 20 10. When "confidential" material (or any pleading, motion, or memorandum referring to such
21 material) is to be filed with the Court, the filing must be under seal and the party making the
22 filing must submit an appropriate motion and proposed order in accordance with the
23 applicable rules. In lieu of or in addition to filing papers under seal that include or otherwise
24 reveal "confidential" material, a party may file a redacted version to remove "confidential"
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1 material. A party choosing to do so, however, must first confirm with counsel for the
2 producing party that the redactions are sufficient.

3 11. In the event that either party, its attorneys, experts, agents, or employees learns of any breach
4 of the confidentiality of, or the misappropriation of, any of the "confidential" material, that
5 individual or entity shall promptly give notice thereof to the party's counsel to whom the
6 "confidential" material belonged. In addition, either party shall be entitled, without limitation
7 of any other remedies to which they may be entitled by law, to seek injunctive relief and to
8 enforcement of specific performance of this Protective Order.

9
10 12. Nothing in this Order shall preclude reconsideration by the Court of any of the terms of the
11 Protective Order upon written application, with notice to the other parties, and for good cause
12 shown.

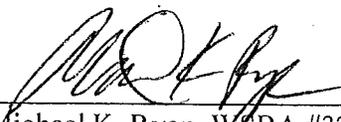
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14 DONE IN OPEN COURT this 17 day of October, 2014.

15 **CHRISTINE SCHALLER**

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17 _____
18 JUDGE/COURT COMMISSIONER

19 Presented by:

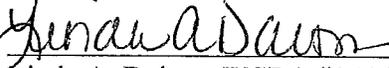
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