

The Hon. Rosanna Malouf Peterson

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**UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF WASHINGTON**

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ELISHA L. LANDBERG, a single ) **Case No. CV-10-00355-RMP**  
11 woman, )  
12 )  
Plaintiff, ) **STIPULATED PROTECTIVE**  
13 vs. ) **ORDER CONCERNING**  
14 ) **CONFIDENTIAL INFORMATION**

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RU HUNGRY, LLC, a Delaware )  
16 limited liability company; and )  
CHRISTINA BELL, a married )  
17 woman, )  
Defendants. )

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The parties, by and through their respective counsel, stipulate to the entry  
20 of this Protective Order Concerning Confidential Information, as follows:

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22 1. This Protective Order shall apply to all documents, materials, and  
23 information, including without limitation, documents produced, answers to

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**STIPULATED PROTECTIVE ORDER  
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1 interrogatories, responses to requests for admission, deposition testimony, and  
2 other information disclosed pursuant to the disclosure or discovery duties created  
3 by the Federal Rules of Civil Procedure and designated as "CONFIDENTIAL"  
4 pursuant to the terms of this Protective Order.

5  
6 2. As used in this Protective Order, "document" is defined as provided  
7 in Fed. R. Civ. P. 34(a). A draft or non-identical copy is a separate document  
8 within the meaning of this term.

9 3. "CONFIDENTIAL" information covered under the terms of this  
10 Protective Order shall include documents, materials and/or information produced  
11 by Plaintiff Elisha Landberg ("Plaintiff") and/or Defendants RU Hungry, LLC  
12 and/or Christina Bill ("Defendants"), or any of Plaintiff's or Defendants' agents  
13 or representatives, when designated as "CONFIDENTIAL" and relate to the  
14 following subjects: (a) information or documents concerning current or former  
15 employees of RU Hungry (including Plaintiff), including personnel or personnel-  
16 related documents or internal memoranda including but not limited to rates of  
17 pay, earnings, performance evaluations, discipline, complaints, investigations and  
18 statements related to the same; (b) information or documents concerning  
19 business, customer or financial documents, information, research, development,  
20 strategic or commercial information, proprietary information, processes,  
21 information related to current, future and proposed products and pricing of the  
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1 same, information concerning research, experimental work, financial information  
2 including profit and loss statements, business and contractual relationships,  
3 contracts, business forecasts, and merchandising and marketing plans which RU  
4 Hungry contends is proprietary, confidential or trade secret; and (c) information  
5 or documents obtained through releases produced by Plaintiff, concerning  
6 individual medical, employment, personal identification, financial and/or tax  
7 records, when designated as "CONFIDENTIAL."

9 4. CONFIDENTIAL information shall not be disclosed or used for any  
10 purpose except the preparation, defense, and trial of this case.

11 5. CONFIDENTIAL information shall not, without the consent of the  
12 party producing it or further Order of the Court, be disclosed except that such  
13 information may be disclosed to:

15 (a) attorneys actively working on this case;

16 (b) persons regularly employed or associated with the attorneys  
17 actively working on the case whose assistance is required by said attorneys in the  
18 preparation for trial, at trial, or at other proceedings in this case;

19 (c) the parties and designated representatives for the entity  
20 defendant;

1 (d) expert witnesses and consultants retained in connection with this  
2 proceeding, to the extent such disclosure is necessary for preparation, trial or  
3 other proceedings in this case;

4 (e) the Court and its employees (“Court Personnel”);

5 (f) stenographic reporters who are engaged in proceedings  
6 necessarily incident to the conduct of this action;

7 (g) deponents, witnesses, or potential witnesses; and

8 (h) other persons by written agreement of the parties.

9  
10 6. Documents are designated as CONFIDENTIAL by placing or  
11 affixing on them (in a manner that will not interfere with their legibility) or  
12 otherwise designating as CONFIDENTIAL in clear and inconspicuous manner  
13 the following or other appropriate notice: “CONFIDENTIAL.” All medical,  
14 employment, and other records received by Defense counsel pursuant to any  
15 Release Authorization signed by Plaintiff shall be stamped and marked by  
16 Defense Counsel and treated as “CONFIDENTIAL” without Plaintiff’s counsel  
17 or the record custodian first affixing the “CONFIDENTIAL” designation.  
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20 7. All depositions shall be treated as CONFIDENTIAL until expiration  
21 of thirty (30) days after the deposition. Whenever a deposition involves the  
22 disclosure of CONFIDENTIAL information, the deposition or portions thereof  
23 shall be designated as CONFIDENTIAL and shall be subject to the provisions of

1 this Protective Order. Such designation shall be made on the record during the  
2 deposition whenever possible, but a party may designate portions of depositions  
3 as CONFIDENTIAL after transcription, provided written notice of the  
4 designation is promptly given to all counsel of record within thirty (30) days after  
5 receipt of the deposition transcript.  
6

7 8. A Party that elects to initiate a challenge to a party's confidentiality  
8 designation must do so in good faith and must begin the process by written notice  
9 to the party designating the disputed information. The written notice shall  
10 identify the information to which the objection is made and explain the basis for  
11 its belief that the confidentiality designation was not proper and must give the  
12 Designating Party an opportunity to review the designated material, to reconsider  
13 the circumstances, and, if no change in designation is offered, to explain the basis  
14 for the chosen designation. If the parties cannot resolve the dispute within ten  
15 (10) business days after the time the notice is received, either party may then seek  
16 judicial intervention regarding the confidentiality of a document.  
17

18 9. Within sixty (60) days of the conclusion of this case, unless other  
19 arrangements are agreed upon, each document and all copies thereof which have  
20 been designated as CONFIDENTIAL shall be returned to the party that  
21 designated it CONFIDENTIAL, or the parties may elect to destroy  
22 CONFIDENTIAL documents. Where the parties agree to destroy  
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1 CONFIDENTIAL documents, the destroying party shall provide all parties with a  
2 written notice confirming the destruction. Notwithstanding this provision,  
3 Counsel are entitled to retain an archival copy of all pleadings, motion papers,  
4 transcripts, legal memoranda, and/or correspondence even if such materials  
5 contain CONFIDENTIAL information. Any such archival copies that contain or  
6 constitute CONFIDENTIAL information remain subject to this Protective Order.  
7

8 10. This Order may not be modified by agreement of the parties without  
9 the Court's signature of approval. Notwithstanding, nothing in this Order  
10 abridges the right of any person to seek its modification by the Court in the  
11 future.  
12

13 11. This Protective Order may be modified by the Court at any time  
14 following notice to all parties and an opportunity for them to be heard.

15 STIPULATED TO AND APPROVED AS TO FORM this 22nd day of  
16 February, 2011.

17 PATRICK J. KIRBY, Attorney At Law, PLLC

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By: /s/ Elena C. Burt (approved via e-mail)

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DONE AND ORDERED this 23<sup>th</sup> day of February, 2011.



HON. ROSANNA MALOUF PETERSON  
UNITED STATES JUDGE

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STIPULATED PROTECTIVE ORDER  
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