

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

JANTZ H. KINZER and JOHN W. CHERRY)	
individually and as class representatives,)	
)	
Plaintiffs,)	
)	
v.)	Case No. 5:09-CIV-1242-R
)	
REMINGTON ARMS COMPANY, INC. and)	
SPORTING GOODS PROPERTIES, INC.,)	
)	
Defendants.)	

STIPULATED PROTECTIVE ORDER

Plaintiffs, JANTZ H. KINZER and JOHN W. CHERRY, individually and as class representatives, and their attorneys, Max C. Tuepker, Timothy W. Monsees and Richard A. Ramler, and defendants, REMINGTON ARMS COMPANY, INC. (“Remington”), and SPORTING GOODS PROPERTIES, INC. (“SGPI”) and their attorneys, Robert H. Alexander, Jr., Anne E. Cohen and Dale G. Wills, pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, stipulate and agree as follows:

1. This stipulated order is intended to govern the use and disclosure of certain documents and tangible things produced by Remington and its attorneys during pre-trial discovery and trial.

2. Defendants believe and anticipate that certain documents and tangible things which may be requested by plaintiffs to be produced during pre-trial discovery may contain trade secrets and/or proprietary and confidential business information. Not yet having seen all of the documents and tangible things, plaintiffs do not stipulate that any such materials are deserving of protection under Rule 26(c). Nevertheless, in order to allow the production of such materials to proceed, the

parties stipulate to the following procedures, and the Court approves the procedures as set forth herein. The parties stipulate that this stipulated order is agreed to without waiver of any party's right to request the entry of a new or revised protective order containing different or additional provisions.

3. If plaintiffs request production of documents and tangible things which defendants in good faith believe are entitled to protection under this stipulated protective order and the Federal Rules of Civil Procedure, then defendants shall, before production to the plaintiffs, affix the label or words:

CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER
KINZER V. REMINGTON

Any and all documents and tangible things (including CDs or other electronic storage media containing documents) so labeled or designated by defendants shall be referred to as the "Remington Confidential Documents" throughout the remainder of this stipulated order.

4. The parties agree that the Remington Confidential Documents and the contents of those documents shall be disclosed by plaintiffs and plaintiffs' attorneys only as follows:

- (a) To employees of plaintiffs' attorneys and experts necessary to assist such attorneys in the preparation and trial of this action;
- (b) All such materials shall be available to plaintiffs' attorneys herein to use in any other litigation against Remington or SGPI involving a Remington bolt-action rifle only after first notifying defendants' attorneys of the intent to use said materials and provided plaintiffs' attorneys stipulate to entry of a similar protective order in such other litigation;
- (c) Such materials shall not be provided to any of Remington's commercial competitors;
- (d) Such materials may be provided to the Court with consideration of any motion, but shall be filed with a request that it be placed under seal; and
- (e) The materials and information produced may not otherwise be sold, offered, advertised or publicized to any media representative.

5. Prior to the disclosure of any of the Remington Confidential Documents to an expert under Paragraph 4(b) of this stipulated order, plaintiffs' attorneys shall present the expert with a

copy of this stipulated order. After reading the stipulated order, the expert shall initial each page of the stipulated order and sign the attached form of "Acknowledgement of Stipulated Protective Order." Plaintiffs' attorneys shall maintain all such signed acknowledgements and initialed orders.

6. To the extent that any Remington Confidential Documents or the contents thereof are used in depositions or at hearings or trials, such documents and information shall remain subject to the provisions of this stipulated protective order, along with the transcript pages of the deposition/hearing/trial testimony referring to the Remington Confidential Documents or information contained therein.

7. Any court reporter or transcriber who reports or transcribes testimony in this action shall be advised of this stipulated protective order and shall agree to be bound by its terms and not disclose any of the Remington Confidential Documents or information contained therein to anyone other than the Court, the parties, the witnesses, or the attorneys in this action.

8. Inadvertent or unintentional production of documents or information containing confidential information which are not designated by defendants as Remington Confidential Documents shall not be deemed a waiver in whole or in part of a claim of confidentiality, provided that defendants shall advise plaintiffs' attorneys in writing within seven (7) days of discovering such inadvertent or unintentional production that such materials are to be considered as Remington Confidential Documents under the terms of this stipulated order. Similarly, inadvertent or unintentional production of documents or information containing attorney/client or attorney work product information shall not be deemed a waiver in whole or in part of a claim of privilege, provided that defendants shall advise plaintiffs' attorneys in writing within seven (7) days of discovering such inadvertent or unintentional production that such materials are to be treated as privileged and returned to defendants' attorneys.

9. Persons receiving Remington Confidential Documents shall not under any circumstances sell, offer for sale, advertise, or publicize such documents or the contents thereof.

10. Upon final disposition of this action, plaintiffs' attorneys herein may, subject to the terms and limitations of this protective order, retain the Remington Confidential Documents. In the event plaintiffs' attorneys wish to use the Remington Confidential Documents in any other litigation against Remington or SGPI involving a Remington bolt-action rifle, the attorney(s) shall stipulate to entry of a similar protective order in such other litigation. All other persons who receive Remington Confidential Documents in this action shall return all documents or tangible things covered by this stipulated order to defendants' counsel within sixty (60) days of the final disposition of this action. Upon final disposition of this action, plaintiffs' attorneys shall also have the option of destroying all the Remington Confidential Documents produced to them during the action and, in that event, they shall provide defendants' counsel with their affidavit(s) attesting to the fact that all such documents have been destroyed.

11. This stipulated protective order may be modified at any time by the written agreement of the parties or by order of the Court after notice to all parties.

12. Any attorney or person who violates any term of this stipulated protective order is subject to all appropriate disciplinary action, including contempt power, of the United States District Court for the Western District of Oklahoma.

IT IS SO ORDERED this 11th day of January, 2011.



DAVID L. RUSSELL
UNITED STATES DISTRICT JUDGE

AGREED TO THE ABOVE AND FOREGOING STIPULATED PROTECTIVE ORDER AS TO FORM AND CONTENT:

s/Timothy W. Monsees

Timothy W. Monsees

One of the attorneys for Plaintiffs

s/Dale G. Wills

(signed by Plaintiff's counsel with permission by Defense counsel)

Dale G. Wills

One of the attorneys for Defendants

ACKNOWLEDGMENT OF STIPULATED PROTECTIVE ORDER

I have been informed that I will be shown certain documents, which are described as the Remington Confidential Documents, in connection with the litigation known as “Kinzer v. Remington.” I have been provided with a copy of the Stipulated Protective Order relating to those documents, and I have read it and I agree to be bound by the terms and conditions set forth therein.

I promise that I will not disclose or discuss such confidential documents or information with any person other than the parties, and attorneys for the parties or members of their staff.

I understand that any use of the information obtained by me from materials designated "CONFIDENTIAL - Subject to Protective Order – Kinzer v. Remington" or any portions or summaries thereof, in any manner contrary to the provisions of the Stipulated Protective Order may subject me to the jurisdiction of and sanctions by the United States District Court for the Western District of Oklahoma.

Printed Name

Date

Signature