

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

LACROSSE FURNITURE CO.,)	
)	
Plaintiff,)	
)	
v.)	Case No. 12-2748-KHV
)	
FUTURE FOAM, INC., ET AL.,)	
)	
Defendants.)	

STIPULATED SUPPLEMENTAL PROTECTIVE ORDER

WHEREAS, a Stipulated Protective Order was entered by the U.S. District Court for the N.D. of Ohio in the *In re Polyurethane Foam Antitrust Litigation* MDL (Case No. 1:10 MD 2196) prior to remand of this case to this Court (“MDL Stipulated Protective Order,” attached as Ex. A), which applies to all MDL actions and parties, including this case, Plaintiff LaCrosse Furniture Co. (“Plaintiff”) and Defendants Future Foam, Inc. and Leggett & Platt, Incorporated (collectively “Defendants” and collectively with Plaintiff, the “Parties”);

WHEREAS, the MDL Stipulated Protective Order was incorporated by reference in this Court’s Scheduling Order dated April 1, 2016 (Doc. 41);

WHEREAS, on June 9, 2016, this Court entered an order requiring (a) Plaintiff to produce to Defendants copies of its confidential settlement agreements entered into with dismissed defendants in this case and the aggregate amount of the settlements it reached with all previously dismissed defendants, under specific conditions discussed in that Order, and (b) the Parties to submit an agreed joint protective order specifically covering the production of such documents and materials, which restricts disclosure to Defendants’ counsel (both outside and in-house) (Doc. 55);

WHEREAS, the Parties, by their counsel, have agreed to the terms of this Stipulated

Supplemental Protective Order and request entry of this Stipulated Protective Order in the above-captioned action;

Upon stipulation of the Parties, the Court hereby ORDERS that the MDL Stipulated Protective Order be supplemented with the following provisions governing the production of confidential settlement agreements in this action between Plaintiff and dismissed defendants and associated aggregate settlement amounts:

1. The terms “Protected Material” and “Outside Counsel” are used herein as they are defined in the MDL Stipulated Protective Order.

2. This Order serves as a supplement to the MDL Stipulated Protective Order and in no way changes any provision of the MDL Stipulated Protective Order except as specifically provided herein.

3. “Defendants’ Attorneys Eyes Only Information” Designation. In addition to the provisions of paragraphs 2 through 4 of the MDL Stipulated Protective Order, Plaintiff shall designate copies of its confidential settlement agreements entered into with dismissed defendants in this case and the aggregate amount of the settlements it reached with all previously dismissed defendants as “Defendants’ Attorneys Eyes Only Information,” subject to the additional limitations and guidelines set forth herein. Materials designated “Defendants’ Attorneys Eyes Only Information” shall be treated as Protected Material under the MDL Stipulated Protective Order and shall be subject to all applicable provisions of the MDL Stipulated Protective Order. Plaintiff shall affix the legend “DEFENDANTS’ ATTORNEYS EYES ONLY – SUBJECT TO PROTECTIVE ORDER” on each page of a document containing material that qualifies for protection as “Defendants’ Attorneys Eyes Only Information” before it is disclosed or produced.

4. Access to and Protection of “Defendants’ Attorneys Eyes Only Information”.

Unless otherwise ordered by the Court, material designated “Defendants’ Attorneys Eyes Only Information” may be disclosed, produced, given, shown, made available or communicated in any way only to:

- a. Outside Counsel for either Defendant Leggett & Platt, Incorporated or Defendant Future Foam, Inc.;
- b. In-house attorneys employed by either Defendant Leggett & Platt, Incorporated or Defendant Future Foam, Inc. to perform legal functions and who are responsible for overseeing this litigation for that party; and
- c. The Court and its personnel, in connection with either an under seal or in camera court submission.

IT IS SO ORDERED.

Dated: June 17, 2016, at Kansas City, Kansas.

s/ James P. O’Hara
James P. O’Hara
U. S. Magistrate Judge

Respectfully submitted by:

Date: June 17, 2016

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