

HONORABLE DOUGLASS NORTH

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IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY  
AT SEATTLE

ANCELMO RODRIGUEZ-GARCIA, a  
seaman,

Plaintiff,

v.

GLACIER FISH COMPANY, LLC, a  
Washington corporation,

Defendant.

No. 08-2-12754-1SEA

*D.A.N.*

~~[proposed]~~ ORDER GRANTING MOTION  
FOR PROTECTIVE ORDER LIMITING  
USE AND DISSEMINATION OF NON-  
PARTY CREWMEMBER CONTACT  
INFORMATION and ~~ENTERING~~  
**PROTECTIVE ORDER LIMITING USE  
AND DISSEMINATION OF NON-PARTY  
CREWMEMBER CONTACT  
INFORMATION**

THIS MATTER has come on before the above-entitled Court on Defendant's Motion for a protective order limiting the use and dissemination of Non-Party Crewmember Contact Information. The Court has reviewed the files and records herein, the memoranda and declarations submitted by the parties in support of, and in opposition to the motion (if any), and deems itself fully advised in the premises. The Court specifically **FINDS** that improper use and dissemination or crew personal contact information could affect or compromise the non-party crewmembers' (and their families) legitimate right to privacy, and could cause annoyance and/or embarrassment. Further the Court recognizes the inherent sensitivity in

1 this personal contact information is enhanced with regard to individuals who are not a party  
2 to this, or any, litigation arising out of the February 26, 2008, fire aboard the PACIFIC  
3 GLACIER. Moreover, the Court finds that the only proper and reasonable use for the Non-  
4 Party Crewmember Contact Information is in conducting discovery specific to this litigation.  
5 **NOW**, having found good cause established, the Court **ORDERS that a protective order**  
6 **limiting the use and dissemination of non-party crewmembers' personal contact**  
7 **information be issued and designates the limitations as follows:**

8 **1. DEFINITIONS**

9 a. The "Action" or "Suit" shall mean and refer to the above-mentioned matter,  
10 all actions now or later consolidated with the Action, any appeal from the Action, and any  
11 other action consolidated at any time under the above-captioned matter, through final  
12 judgment.

13 b. "Crewmember Personal Contact Information" shall include all crew  
14 addresses, telephone numbers and/or email addresses produced by Defendant in this Action.  
15 This information is attached hereto as **Exhibit A**.

16 c. "Plaintiff" shall mean any party in this action receiving Crewmember Personal  
17 Contact Information and/or that party's designated counsel, agents, employees, consulting  
18 experts, expert witnesses or lay witnesses. "Plaintiff" includes, but is not limited to, Mr.  
19 Ancelmo Rodriguez-Garcia, Mr. Thomas Evans, all attorneys and employees of any law firm  
20 in which Mr. Evans has an interest, including but not limited to "Injury at Sea," and any other  
21 legal counsel appearing on behalf of Mr. Rodriguez-Garcia in this Action.  
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1 d. "Defendant" shall mean Glacier Fish Company, LLC, its agents, successors  
2 and assigns.

3 e. "Non-Party" shall mean any individual or entity other than the Plaintiff and  
4 Defendant in this Action.

5 **2. PROVISIONS AND LIMITATIONS OF USE**

6 a. All Crew Personal Contact Information in this Suit shall be used by Plaintiff  
7 solely for purposes of the prosecution, defense or settlement purposes, including, without  
8 limitation, discovery, motions, briefs and preparation for trial. Plaintiff shall use

9 Crewmember Personal Contact Information for no other purposes except as otherwise stated

10 in this Protective Order, including but not limited to economic gain, personal or firm use, or

11 solicitation of current or future legal services. *Plaintiff's counsel may not use*  
12 *the crewmember contacts for solicitation, but is not prohibited*  
13 *from representing a crewmember who asks counsel to do so.*  
14 ~~whom Non-Party Crewmember Contact Information is received under this Protective Order~~ *D.A.N.*

15 ~~for any cause of action accruing out of the February 26, 2008, fire onboard the PACIFIC~~

16 ~~GLACIER.~~ This Protective Order does not necessarily permit the use of the Crewmember

17 Personal Contact Information at trial. At the time of preparing a joint witness/exhibit list, the

18 parties shall fashion an order governing the use of the Crewmember Personal Contact

19 Information at trial, and if necessary, shall bring any disputes to the Court for resolution.

20 b. Unless the parties agree otherwise, all Crewmember Personal Contact

21 Information and any summaries, charts, or notes made therefrom and any facts, or

22 information contained therein or derived therefrom shall not be disclosed to any person

23 except: (i) The Court and its officers; (ii) designated counsel of record and employees of

1 designated counsel of record; (iii) the Plaintiff in this action; (iv) independent contractors,  
2 experts, consultants or advisors who are employed or retained by, or on behalf of the Plaintiff  
3 or Plaintiff's counsel to assist in the preparation of trial; (v) stenographic reporters who are  
4 involved in depositions or any Court hearings or proceedings; and (vi) any other person to  
5 whom the parties agree in writing that disclosure is appropriate.

6 c. Plaintiff's counsel, as referenced in Section 2(b) above, is limited to counsel  
7 of record in this Suit, which includes all attorneys of the Firms or Offices that have appeared  
8 in this Action on behalf of plaintiff, either in person or in writing. Other than persons  
9 expressly set forth in Section 2(b), no other individual shall be permitted access to  
10 Crewmember Personal Contact Information unless otherwise agreed to by all parties in  
11 writing. Crewmember Personal Contact Information shall not be disclosed to any Non-Party,  
12 party or to any employee or agent of a party, unless otherwise agreed to by the parties in  
13 writing.

### 14 **3. FILING CREWMEMBERS' PERSONAL CONTACT INFORMATION**

15 The Crewmember Personal Contact Information shall not be filed in the public record  
16 of this action. All Crewmember Personal Contact Information that is filed with the Court,  
17 and any pleadings, motions or other papers containing Crew Personal Contact Information  
18 shall be either (a) redacted in full from any pleading or filings; or (b) filed under seal  
19 consistent with the process set forth in Superior Court and Local Rules of Civil Procedure.

### 20 **4. EVIDENTIARY OBJECTIONS NOT WAIVED**

21 Notwithstanding anything to the contrary, all objections as to admissibility of any  
22 Crewmember Personal Contact Information are reserved and not waived by any terms of this  
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1 Protective Order.

2 **5. CONTINUATION OF PROTECTIVE ORDER AFTER DISPOSITION**

3 The termination of proceedings in this Suit shall not relieve Plaintiff, Plaintiff's  
4 counsel or independent contractors, experts, consultants or advisors who are employed or  
5 retained by, or on behalf of the plaintiff or plaintiff's counsel from the obligation of  
6 maintaining the confidentiality of all Crew Personal Contact Information, unless the parties  
7 to the Action agree in writing otherwise. Upon the final disposition of the Action, the  
8 Plaintiff shall promptly return the Crewmember Personal Contact Information and all copies  
9 to Defendant's counsel of record or provide Defendant's counsel of record a sworn written  
10 certification that all documents containing Crewmember Personal Contact Information have  
11 been destroyed, provided, however that the parties shall be entitled to keep in their  
12 possession any court filings, attorney work product, deposition transcripts or hearing  
13 transcripts, all of which shall continue to be governed by this Protective Order. All costs for  
14 return or destruction shall be borne by Defendant. The Court retains and shall have  
15 continuing jurisdiction over the parties and recipients of the Crewmembers' Personal Contact  
16 Information for enforcement of this Protective Order following termination of this Action.

17 **6. CONCURRENT LITIGATION**

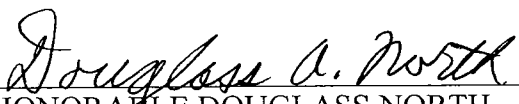
18 Plaintiff's current counsel of record in this Action, and all attorneys, employees,  
19 and/or independent contractors engaged by said counsel, or Firm, must not use or  
20 disseminate the Crewmember Contact Information in a manner inconsistent with this  
21 Protective Order in the concurrently pending litigation of PACIFIC GLACIER crewmembers  
22 Mr. Jesus Flores, C08-1267 TSZ (W.D. Wash.) and Mr. Miguel Bernal Hernandez, C08-2-  
23

1 18009-3SEA (King County Superior Court, Washington), whom Plaintiff's attorney also  
2 represents, or future litigation of PACIFIC GLACIER crewmembers pertaining to the events  
3 of February 26, 2008, unless or until the Court in those matters issues an Order specifically  
4 allowing nonconforming dissemination or use.

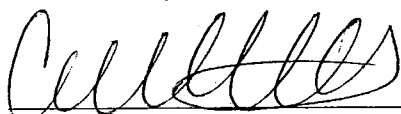
5 **7. RESERVATION OF RIGHTS AND OBJECTIONS**

6 The parties retain all rights, privileges, and objections to the production of  
7 Crewmember Personal Contact Information as set forth under governing law and court  
8 authority interpreting such applicable law. This Protective Order does not waive any of the  
9 parties' rights, privileges or objections under governing law and court authority interpreting  
10 such applicable law.  
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12 DATED this 19th day of June, 2009.

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15 HONORABLE DOUGLASS NORTH  
16 King County Superior Court Judge

17 Presented By:

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19 DAVID C. BRATZ, WSBA #15235  
20 CAREY M.E. GEPHART, WSBA #37106  
21 Attorney for Defendant Glacier Fish Company, LLC  
22 LeGros, Buchanan & Paul  
23 701 Fifth Avenue, Ste. 2500  
Seattle, WA 98104  
Telephone: (206) 623-4990  
Fax: (206) 467-4828