

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

GROVE FRESH DISTRIBUTORS, INC.)	
)	
Plaintiff,)	
)	No. 89 C 1113
v.)	
)	Judge Zagel
EVERFRESH JUICE COMPANY and)	
HUGO POWELL,)	
)	
Defendants.)	

PROTECTIVE ORDER

This matter coming to be heard on defendants' motion for a protective order, in order to provide protection of confidential and proprietary information and to facilitate discovery sought in this action.

IT IS HEREBY ORDERED:

1. A party (hereafter referred to as a "Designating Party") may designate documents it considers to be of a confidential, proprietary or trade secret nature. Such designation can be made by applying a written statement such as "Confidential" or "Subject to Protective Order" on such documents. Such designation can also be made by the Designating Party informing other counsel in writing that certain documents or categories thereof are confidential. If the Designating Party has so informed other counsel of the confidential nature of documents, then the lack of a notation

EXHIBIT

5

on documents shall not be considered a waiver of the right to seek protection of otherwise confidential information; however, the burden of avoiding confusion or mistake as to what is, or is not, confidential shall always remain with the Designating Party.

2. Documents designated as "confidential" shall be used only for the preparation and trial of this lawsuit, and for no other purpose except as may be required by law or court process. If confidential documents are to be disclosed pursuant to law or court process, the Designating Party shall be given at least 10 days advance notice, before any party makes the disclosure, to afford the Designating Party an opportunity to object to such disclosure or to seek further appropriate relief.

3. If a party objects to the designation of any document as confidential, that party shall advise the Designating Party promptly, in writing, of the objections and the reasons therefor. In that event, all items so designated shall be treated as confidential material pending resolution of the dispute. If the parties involved fail to resolve the dispute among themselves, it shall be the obligation of the Designating Party to move promptly (i.e., within 10 days of the parties' failure to resolve the dispute among themselves) for a ruling from the Court concerning the confidentiality of the items in dispute. Nothing contained in this paragraph shall alter the burden of proof respecting the confidentiality of any materials.

4. All confidential documents and materials containing confidential information shall be returned to the Designating Party at the conclusion of this lawsuit.

DATE: May 25, 1990

ENTER:

James B. Zayel

JUDGE

0786k/4