

HON. RICARDO S. MARTINEZ

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CASCADE YARNS, INC., a Washington Corporation,

Plaintiff,

vs.

KNITTING FEVER, INC., a New York Corporation, KFI, INC., a New York Corporation, DESIGNER YARNS, LTD., a corporation of England, EMMEPIEFFE SRL, an entity organized or existing under the laws of Italy, SION ELALOUF, an individual, JAY OPPERMAN, an individual, DEBBIE BLISS, an individual, and DOES 1-50

Defendants.

AND RELATED CROSS-ACTIONS.

Case No. 2:10-cv-00861 RSM

**ORDER REGARDING CR 37
SUBMISSION REGARDING CASCADE
YARNS, INC.'S INTERROGATORIES
TO DESIGNER YARNS, LTD.**

This matter is before the Court for consideration of plaintiff's unnoted Local Rule CR 37 joint motion to compel.¹ Dkt. # 376. Having considered the motion and response, the Court now finds and rules as follows:

¹ Although Local Rule CR 37(a)(1)(B) contemplates an expedited ruling on this joint submission, it was not properly noted as a motion, and does not appear on the Court's calendar. The Court was not alerted to this and other CR 37 joint submissions filed by plaintiff until a review of other motions on the docket brought them to the Court's attention.

1 **INTERROGATORY 3:** Identify all tests of KFI Products that you sourced, marketed,
2 licensed, or otherwise supplied. In your response include the source of the sample (place where it
3 was acquired), person procuring the same, person doing the testing, and person paying for the
4 same.

5 **COURT'S RULING ON INTERROGATORY 3:** GRANTED IN PART. Designer
6 Yarns shall provide a supplemental response to the Rule 33(d) specification, verified by signature
7 of counsel, and identifying yarns by name, not code. The scope shall be limited to the yarns
8 actually at issue in this lawsuit.

9 **INTERROGATORY 4:** Identify all tests of Cascade's Products. In your response
10 include the source of the sample (place where it was acquired), person procuring the same, person
11 doing the testing, and person paying for the same.

12 **COURT'S RULING ON INTERROGATORY 4:** GRANTED.

13 **INTERROGATORY 8:** Identify all ownership interests or licensing agreements that you
14 have for any goods or services branded as Debbie Bliss. In your response indicate the nature of
15 the interest, the conferring party, and terms of such agreement.

16 **COURT'S RULING ON INTERROGATORY 8:** GRANTED. Designer Yarns shall
17 produce a copy of the agreement as referenced in the Second and Third Supplemental Responses
18 to this Interrogatory.

19 **INTERROGATORY 9:** Identify any licensing, branding, or marketing agreements
20 between you and KFI.

21 **COURT'S RULING ON INTERROGATORY 9:** GRANTED to the extent that
22 Designer Yarns shall produce a copy of the letter referenced in its response to this motion.

23 **INTERROGATORY 10:** Who do you contend is responsible for the contents and
24 labeling of your products? If you contend that more than one person is so responsible, or if you
25 contend that the answer varies with different products, please identify all of the persons, their
26 roles, and the respective products under their responsibility.

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COURT’S RULING ON INTERROGATORY 10: GRANTED, subject to the limitation to yarns at issue in this lawsuit.

INTERROGATORY 12: Identify all communications that you have made to your employees, independent contractors, agents or customers, including KFI, regarding any purported mislabeling of your products or the dispute with Cascade regarding the same.

COURT’S RULING ON INTERROGATORY 12: DENIED as to oral communications, which may be explored in depositions. GRANTED as to written communications, which should be certified by signature of counsel as complete.

INTERROGATORY 18: Identify any contract, employment agreement, or other arrangement between you and Debbie Bliss. In your response also indicate if or how Ms. Bliss is paid or reimbursed for her business related travels to Pitti Filatti, Handerbeit und Hobby, and the United States.

COURT’S RULING ON INTERROGATORY 18: GRANTED only to the extent that Designer yarns shall produce a copy of the agreement referenced in the response.

DATED this 10 day of January 2012.



RICARDO S. MARTINEZ
UNITED STATES DISTRICT JUDGE

Presented by:
SQUIRE, SANDERS & DEMPSEY (US) LLP

By /s/ Robert J. Guite
Robert J. Guite, WSBA No. 25753

Attorneys for Plaintiff and Counterclaim
Defendants