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8 **UNITED STATES DISTRICT COURT**  
 9 **FOR THE CENTRAL DISTRICT**  
 10 **OF CALIFORNIA**

11 BRAVADO INTERNATIONAL  
 12 GROUP MERCHANDISING  
 13 SERVICES, INC.,

14 Plaintiff,

15 -against-

16 SPREADSHIRT, INC., VARIOUS  
 17 JOHN DOES, JANE DOES, AND  
 18 ABC COMPANIES,

19 Defendants.

CIVIL ACTION NO.  
 11-5070 RSWL-RZ

[PROPOSED] PROTECTIVE ORDER  
 RE: DISCLOSURE OF  
 CONFIDENTIAL INFORMATION

**DENIED**  
 BY ORDER OF THE COURT

20 Pursuant to Fed.R.Civ.P. Rule 26(c), plaintiff and defendant through their  
 21 respective counsel having stipulated with respect to the disclosure of  
 22 confidential information by the parties in this litigation;

1 IT IS HEREBY ORDERED THAT:

2 1. This Order (“Order”) shall govern the disclosure of information in  
3 this litigation by plaintiff or defendants, and any other parties to this litigation  
4 or any third parties. (The “Parties” referred to herein shall refer to parties to  
5 this litigation.)

6 2. “Information” shall include communications and recordings  
7 contained in testimony, documents as defined by Fed.R.Civ.P Rule 34(a),  
8 exhibits, pleadings, discovery responses, and all other mediums of expression.  
9 All designated Information produced, filed, served or otherwise obtained in this  
10 litigation, through discovery, trial or otherwise, shall be subject to the non-  
11 disclosure provisions of this Order.

12 3. Any Party may designate Information pursuant to this Order and  
13 shall be deemed the “Designating Party.” In addition, any Party may, in advance,  
14 designate places or things subject to a discovery request for inspection or  
15 production pursuant to this order by informing counsel for the inspecting Party in  
16 writing, prior to such inspection, that such Information shall be deemed subject to  
17 this Order.

18 4. Information may be designated as “Confidential” or “Attorneys’  
19 Eyes Only”.

20 5. As used herein, “Restricted Information” shall include and refer to  
21 both information designated as “Confidential” and information designated as  
22 “Attorneys’ Eyes Only.”

23 6. In the production of documents or responses to discovery by any  
24 Party hereto, Restricted Information shall be designated pursuant to this Order by  
25 marking or stamping each document in which such Restricted Information is  
26 contained. Such marking shall be made prior to the transmission of a physical  
27  
28

1 copy of such document to the Party requesting such document or response, and  
2 shall be in substantially the following form:

3 **“CONFIDENTIAL” [or] “ATTORNEYS’ EYES ONLY”**  
4

5 7. Any Party seeking to designate as “Restricted Information” documents or  
6 things produced by another Party or third-party in this litigation may do so by  
7 informing all counsel in writing of the confidential nature of the documents or  
8 things within 30 days of receipt. To designate any documents or things produced  
9 before the date hereof as Restricted Information, the Designating Party may send a  
10 letter designating such material with specificity to all counsel within ten days of  
11 the entry of this Order.

12 8. All parties in possession of materials designated by another Party as  
13 Restricted Information pursuant to the provisions of this paragraph will take  
14 necessary steps to mark as “Confidential” or “Attorneys’ Eyes Only” the materials  
15 specified by the Designating Party, or provide such materials to the Designating  
16 Party for labeling.

17 9. Except as may be otherwise provided by this Order or by further order  
18 of the Court, access to information designated Confidential, as defined below, shall  
19 be limited to: (1) the Court and its officers, employees, or appointed neutral  
20 expert; (2) court reporters, stenographers and/or videographers at depositions,  
21 hearings or other proceedings in this litigation; (3) attorneys and in-house counsel  
22 for the parties, including the secretarial, legal assistants and office staffs of such  
23 attorneys; (4) persons engaged by attorneys of record in this litigation to assist  
24 them in the preparation of this litigation, including independent experts or  
25 consultants and their employees retained for purposes of this litigation, who are not  
26 employed by or consultants to any competitor of the parties; (5) the parties or  
27 employees of any Party who are providing assistance to counsel in this litigation;  
28

1 (6) third parties retained to assist counsel in copying, imaging and/or coding  
2 documents; (7) insurers of the parties; (8) mediators or arbitrators; (9) any other  
3 person to which the parties stipulate to in writing or on the record in court or at  
4 deposition (collectively, the “Approved Persons”).

5 10. Where Information is designated “Attorneys’ Eyes Only,” access to  
6 such Information shall be limited to the following: (1) attorneys, paralegals,  
7 secretaries, legal assistants, and support staff of the outside counsel retained by or  
8 representing any of the parties for purposes of prosecuting or defending this  
9 litigation; (2) independent experts or consultants who are not employed by or  
10 consultants to any competitor of the parties, who may be retained by outside  
11 counsel to assist them in the prosecution or defense of this litigation; (3) the Court  
12 and its officers, employees, or appointed neutral expert; (4) court reporters,  
13 stenographers and/or videographers at depositions, hearings or other proceedings  
14 in this litigation; (5) third parties retained to assist counsel in copying, imaging  
15 and/or coding documents; (6) any other person to which the parties stipulate to in  
16 writing or on the record in court or at deposition (collectively, the “Authorized  
17 Persons”). Authorized Persons shall not disclose Restricted Information that is  
18 designated “Attorneys’ Eyes Only” to any person that is not an Authorized Person.

19 20. No Party and no person granted access to Restricted Information  
20 under this Order shall disclose Restricted Information, directly or indirectly, or any  
21 Information derived from Restricted Information, except as provided in this Order.  
22 Notwithstanding the foregoing, this Order does not restrict the right of the  
23 Designating Party to make such use or disclosure of its own documents or material  
24 which have been designated as Restricted Information as it otherwise is entitled to  
25 make.  
26

27 12. Attorneys for the parties shall exercise reasonable care to ensure that  
28 when Restricted Information is used for the purposes permitted under the Order,

1 the circumstances of such use do not reveal the content of the Restricted  
2 Information to any unauthorized person. Any Approved Person, other than the  
3 Court and its officers and attorneys of record for the parties, having substantive  
4 (non-administrative) access to Restricted Information shall be informed of the  
5 Order by counsel permitting such access and shall agree to be bound thereto, and  
6 shall execute a declaration of compliance, in the form annexed hereto as Exhibit A,  
7 prior to having such access (which shall be maintained by the counsel of record for  
8 the Party permitting access). Approved Persons having access to Restricted  
9 Information shall not disclose such Information to any person not bound by this  
10 Order.

11       13. Any party seeking to disclose Restricted Information to any witness,  
12 including an Approved Person, at a deposition, hearing or other proceeding in this  
13 litigation, shall inform such witness of this Order. The witness shall agree in  
14 writing to be bound by the terms of this Order by executing a copy of Exhibit A  
15 (which shall be maintained by the attorneys of record for the Party seeking to  
16 reveal the Restricted Information to the witness) in advance of being shown the  
17 Restricted Information. The parties (and their counsel) shall request all witnesses  
18 to whom they seek to show Restricted Information to execute a copy of Exhibit A.  
19 Neither the parties nor their counsel shall discourage any witness from signing a  
20 copy of Exhibit A. However, if a witness refuses to execute a copy of Exhibit A,  
21 Restricted Information may not be disclosed to such witness.

22       14. Any deposition testimony may be classified as Restricted Information  
23 by indicating on the record at the deposition, or within fifteen (15) business days  
24 after receipt of the transcript of such deposition, that the examination or testimony  
25 discloses Restricted Information under the terms of this Stipulation and Order. The  
26 portions of the original deposition transcript, exhibits, and all copies of exhibits  
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1 thereto that contain material so designated shall be prominently marked with the  
2 appropriate designation on the cover thereof.

3  
4 15. All Restricted Information filed or lodged with the Court shall be filed  
5 or lodged in securely sealed envelopes or other appropriately sealed containers, on  
6 which shall be endorsed:

- 7 a. The title of this litigation;  
8 b. an indication of the nature of the contents;  
9 c. the words “CONFIDENTIAL” or “ATTORNEYS’ EYES  
10 ONLY INFORMATION”; and  
11 d. a statement substantially in the following form: “Contents  
12 SUBJECT TO PROTECTIVE ORDER. Not to be Opened or  
13 the Contents Revealed Except (1) by the Court and Then  
14 Resealed, (2) by Written Agreement of the Parties, or (3) by  
15 Order of This Court.”  
16

17 16. Any Party may at any time notify the other parties hereto in writing or  
18 upon the record of the deposition of its objection that a portion or all of the  
19 Information previously designated as Restricted Information is not entitled to such  
20 protection under the terms of this Order. The Parties shall first attempt, in good  
21 faith, to resolve such dispute by means of informal negotiation. If such negotiation  
22 fails to resolve the dispute, then, within ten (10) court days following the failure of  
23 such negotiations, or in the case of a deposition, within ten (10) court days after  
24 receiving a copy of the transcript excerpt wherein the objection was made, the  
25 party challenging the designation of particular Information as Restricted  
26 Information shall thereupon have the burden of moving the Court for an order  
27 terminating the designation. The Designating Party shall bear the burden of  
28 proving that the challenged designation is proper pursuant to the terms of this

1 Order and the Federal Rules of Civil Procedure. Information designated as  
2 Restricted Information shall retain its Restricted Information status until such time  
3 as either the parties expressly agree otherwise in writing or the Court orders  
4 otherwise. The Court shall have discretion to determine whether attorneys' fees  
5 and costs should be awarded in connection with a motion regarding whether a  
6 designation hereunder is proper.

7 17. All Restricted Information produced pursuant to this Order shall be  
8 maintained in a secure facility with all reasonable measures being taken by the  
9 Party with custody of such Restricted Information to ensure the protection of such  
10 Information in accordance with the terms of this Order.

11 18. If a Party to this Order (or its counsel) becomes aware that disclosure  
12 of Restricted Information has been made to other than an Approved or Authorized  
13 Person, such Party (or its counsel) shall immediately inform counsel for the Party  
14 whose Restricted Information has thus been disclosed of all relevant Information  
15 concerning the nature and circumstances of such disclosure, and shall promptly  
16 take all reasonable measures to prevent further or greater unauthorized disclosure  
17 of the Restricted Information.

18 19. If Information subject to a claim of attorney-client privilege or work  
19 product is inadvertently disclosed or produced to another party, such disclosure  
20 shall in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any  
21 claim of attorney-client privilege or work product to which the disclosing party or  
22 other person would otherwise be entitled. If a claim of inadvertent disclosure is  
23 made, pursuant to this paragraph, with respect to Information then in the custody of  
24 another party, such party shall promptly return to the claiming party or person that  
25 material as to which the claim of inadvertent disclosure has been made. The party  
26 returning such material may then move the Court for an order compelling  
27 production of the material.  
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1           20. Upon final termination of this litigation (including exhaustion of all  
2 avenues of appeal) the Restricted Information, except for that incorporated in  
3 pleadings, deposition transcripts designated as Restricted Information, and the  
4 work product of counsel for parties to this litigation, shall either be assembled and  
5 returned to the Designating Party or destroyed within sixty (60) days of the final  
6 termination of this litigation.

7           21. This Order shall be without prejudice to the right of any party to  
8 challenge the propriety of discovery on other grounds, and nothing contained  
9 herein shall be construed as a waiver of any applicable privilege or any objection  
10 that might be raised as to the admissibility at trial of any evidentiary material. The  
11 execution of this Order shall not, in itself, operate as an admission against or  
12 otherwise prejudice any contention of any party on any motion provided for herein,  
13 or in any other proceeding in this litigation, nor shall this Order be taken to  
14 constitute a waiver of any party's right to seek relief from the Court from any or all  
15 provisions of this Order.

16           22. The parties reserve all rights to apply to the Court for an order  
17 modifying this Order or seeking further protection on this or other issues, and this  
18 Order shall not be construed to preclude a party from applying for or obtaining  
19 such further protection.

20           23. Except as specifically provided herein, the terms, conditions and  
21 limitations of this Order shall survive the termination of this litigation, and the  
22 Court shall retain jurisdiction with respect to this Order following termination of  
23 this litigation.

24           24. No part of the terms, conditions or limitations imposed by this Order  
25 may be modified or terminated except by (a) written stipulation executed by  
26 counsel of record for each party hereto or (b) further order of the Court.  
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1 **Declaration of Compliance with Protective Order**

2  
3 1. My name is \_\_\_\_\_.  
4 I live at \_\_\_\_\_, \_\_\_\_\_,  
5 and am employed as \_\_\_\_\_ (position) at  
6 \_\_\_\_\_,  
7 \_\_\_\_\_ (name and address of employer).

8 2. I have read the Protective Order that has been entered in this case, and  
9 a copy of it has been provided to me. I understand the provisions of this  
10 Protective Order, and agree to comply with and to be bound by its provisions.

11 3. I will not reveal Restricted Information to anyone, except as permitted  
12 by the Protective Order and will maintain all Restricted Information in a secure  
13 manner to prevent unauthorized access to it. I will use Restricted Information  
14 only for purposes of the above-referenced litigation.

15 4. Not later than thirty (30) days after the conclusion of this action, I will  
16 return any Restricted Information, including copies or notes thereof, to the Party  
17 or attorneys who provided me with the Restricted Information.

18 5. I hereby consent to the jurisdiction of the United States District Court  
19 for the Central District of California for the sole purpose of enforcing the  
20 Protective Order and any other related orders of the Court.

21 I declare under penalty of perjury under the laws of the United States that  
22 the foregoing is true and correct.

23 Executed this \_\_\_ day of \_\_\_\_\_, 2012, at \_\_\_\_\_,  
24 \_\_\_\_\_.

25  
26  
27 \_\_\_\_\_  
Signature