

Joanne Siegel et al v. Warner Bros Entertainment Inc et al

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CENTRAL DISTRICT OF CALIFORNIA
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U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES

(Signature)

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

17 JOANNE SIEGEL and LAURA SIEGEL
18 LARSON,

19 Plaintiffs,

20 vs.

21 WARNER BROS. ENTERTAINMENT
INC.; TIME WARNER INC.; DC
COMICS; and DOES 1-10,

22 Defendants.

23 JOANNE SIEGEL and LAURA SIEGEL
24 LARSON,

25 Plaintiffs,

26 vs.

27 TIME WARNER INC.; WARNER
COMMUNICATIONS INC.; WARNER
28 BROS. ENTERTAINMENT INC.;
WARNER BROS. TELEVISION
PRODUCTION INC.; DC COMICS; and
DOES 1-10,

Defendants.

AND RELATED COUNTERCLAIMS

Case Nos. [Consolidated for Discovery]:

04-8400 RSWL (RZx)
04-8776 RSWL (RZx)

Hon. Ronald S.W. Lew, U.S.D.J.
Hon. Ralph Zarefsky, U.S.M.J.

DOCKETED
[PROPOSED] STIPULATED
PROTECTIVE ORDER
FEB 16 2006
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DENIED

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1 Plaintiffs/counterclaim-defendants Joanne Siegel and Laura Siegel Larson,
2 and defendants Warner Brothers Entertainment Inc., Time Warner Inc. and Warner
3 Brothers Television Production Inc. and defendant/counterclaimant DC Comics Inc.,
4 by and through their respective counsel of record, hereby stipulate to and jointly
5 request that the Court enter a Protective Order governing this consolidated action as
6 follows:

7 1. For purposes of this Order, a "Writing" means any tangible expression
8 or communication – however created, recorded, embodied, maintained, filed, or
9 stored in any medium, mode, form, or technology – including, without limitation, as
10 defined by Rule 1001 of the Federal Rules of Evidence.

11 2. For purposes of this Order, a "Document Production" means the
12 production of any Writing by any party or non-party witness pursuant to any
13 procedure set forth in the Federal Rules of Civil Procedure, including, without
14 limitation, any initial disclosure pursuant to Rule 26(a)(1), any deposition notice
15 pursuant to Rule 30, any request for production of documents pursuant to Rule 34,
16 and any subpoena pursuant to Rule 45.

17 3. Except as provided in Paragraph 13 below, each Writing produced by
18 any party or non-party witness in any Document Production – whether or not
19 designated "CONFIDENTIAL" pursuant to Paragraph 4 below – shall be used solely
20 for purposes of this action.

21 4. Except as provided in Paragraph 13 below, the additional provisions of
22 this Order shall apply to (1) any Writing produced in any Document Production by
23 any party or non-party witness marked as "CONFIDENTIAL," and (2) any Writing
24 produced in any Document Production by any party or non-party witness which any
25 other party requests be marked as "CONFIDENTIAL" and so notifies all other
26 parties within twenty-one days (21) days of its production, in which case the original
27 and all copies of the Writing shall be promptly marked "CONFIDENTIAL."
28

CONFIDENTIAL

1 Documents may be marked as “CONFIDENTIAL” if the marking or requesting
2 party reasonably believes:

- 3 (a) the Writing contains confidential proprietary information; or
- 4 (b) disclosure of such commercially sensitive Writing could
5 reasonably harm competitive advantage, or foster a competitive
6 disadvantage; or
- 7 (c) the disclosure of such confidential Writing could impair or
8 disrupt future or current business relationships.

9 Without limiting the foregoing, among the Writings which may be marked as
10 “CONFIDENTIAL” are the following: (i) non-public commercially sensitive and/or
11 confidential financial information, including reports, records and projections; (ii)
12 unpublished creative materials, such as scripts, artwork and the like; (iii) non-public
13 agreements of a private or confidential nature, Writings disclosing the terms of such
14 agreements and documentation relating to the negotiation thereof; and (iv)
15 information which the party is otherwise required to maintain as confidential (*e.g.*,
16 due to a non-disclosure agreement). Any such Writing, and every copy thereof, is
17 referred to herein as a “Protected Writing.”

18 5. The following persons are collectively referred to herein as “Covered
19 Recipients”:

- 20 a. A party to this action, and each of her or its agents and
21 employees;
- 22 b. Counsel for a party to this action and such counsel’s support
23 employees;
- 24 c. A deposition or trial witness who testifies in this action, or any
25 other person reasonably believed by counsel for any party to this action to have
26 relevant knowledge or information, that person’s counsel, and such counsel’s
27 support employees;

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- 1 d. An expert witness, consultant, or investigator engaged by a party
- 2 to this action and that person's support employees;
- 3 e. The Court and its support employees;
- 4 f. A mediator, arbitrator, or other settlement officer who renders
- 5 service in this action, and that person's support employees;
- 6 g. A court reporter transcribing any proceeding in this action and
- 7 that person's support employees; and
- 8 h. Any other person as to whom all parties agree in writing.

9 6. Except as expressly permitted by this Order, neither a Protected Writing
 10 nor any of its contents shall ever be viewed by or disclosed to, directly or indirectly,
 11 any person who is not a Covered Recipient. Except as required by law or pursuant to
 12 subpoena, no Covered Recipient shall ever disclose to any person who is not a
 13 Covered Recipient, directly or indirectly, the existence or contents of any Protected
 14 Writing. A Protected Writing may be viewed by or disclosed to a Covered Recipient
 15 solely for purposes of and as is necessary for these related actions.

16 7. Notwithstanding any other provision herein, a Protected Writing may be
 17 filed or lodged with the Court or offered as evidence at trial in this action without
 18 placing the Protected Writing under seal, unless the Court grants an order permitting
 19 the Protected Writing to be filed under seal pursuant to Local Rule 79-5. Counsel
 20 for any party that intends to file or lodge with the Court any Protected Writing, or to
 21 offer any Protected Writing as evidence at trial, shall, prior to such use, endeavor in
 22 good faith to notify counsel for all other parties and (as applicable) any non-party
 23 witness that produced the Protected Writing of such intended use sufficiently early to
 24 permit any party to file and obtain a ruling on a motion for a sealing order pursuant
 25 to Local Rule 79-5.

26 8. Except solely for a Covered Recipient who is (1) a party to this action,
 27 her or its counsel, or such counsel's support employee, (2) a witness during
 28 deposition or at trial, (3) a court reporter transcribing any proceeding in this action or

1 that person's support employee, or (4) the Court or its support employee, prior to the
2 disclosure of any Protected Writing or any of its contents to a Covered Recipient,
3 that Covered Recipient shall be given a copy of this Order and shall execute a
4 Certificate of Compliance in the form of Exhibit A hereto.

5 9. If a Protected Writing is marked and attached as an exhibit to a
6 deposition transcript, then that portion of the transcript discussing or disclosing
7 information contained in the Protected Writing shall be designated as "Confidential"
8 pursuant to the terms of this Order.

9 10. Except as provided in Paragraph 13 below, no copy shall be made of
10 any Protected Writing except for use in and as is necessary for this action. Promptly
11 following the conclusion of this action, the original and all copies of each Protected
12 Writing shall be destroyed or returned to counsel for the party or non-party witness
13 that produced it, provided, however, that counsel for any party to this action may
14 permanently retain one copy of each Protected Writing, and the original and one
15 copy of each pleading, brief, deposition transcript, and exhibit which attaches or
16 includes any Protected Writing, for insurance, tax, risk management, or archival
17 purposes.

18 11. If any party to this action believes that any Writing designated by
19 another party (the "Designating Party") hereunder as CONFIDENTIAL does not
20 reasonably merit such designation (the "Objecting Party") it may inform the
21 Designating Party of such by written notice stating with particularity for each
22 challenged Writing the grounds why such designation is improper hereunder. The
23 parties will promptly confer pursuant to Local Rule 37-1 regarding such notice in a
24 good faith effort to resolve the matter. However, if an agreement is not reached
25 within seven (7) days from the Designating Party's receipt of such notice, the
26 Designating Party may within twenty-one (21) days from its receipt of the notice
27 serve on the Objecting Party its portion of a Local Rule 37-1 joint stipulation on a
28 motion for a protective order regarding the designation(s) in question. The

CONFIDENTIAL

1 challenged CONFIDENTIAL designation(s) will be deemed to be removed from the
2 information and/or document(s) in question only if: (a) the Designating Party fails
3 within such time period to serve its portion of a joint stipulation on a motion for a
4 protective order pursuant to Local Rule 37-1 or (b) if upon such motion the
5 challenged designation(s) is/are not upheld by the Court.

6 12. The Court will retain jurisdiction over all persons necessary to enforce
7 this Order, and to modify this Order upon the application and demonstration of good
8 cause by any person, even after the termination of these related actions. The Court
9 may impose a monetary sanction against any person who willfully violates this
10 Order in an amount which the Court deems appropriate. Additionally, if any person
11 threatens to violate any provision of this Order, then any potentially aggrieved
12 person may apply to the Court for injunctive relief and the respondent shall not
13 assert as a defense that the potentially aggrieved person has an adequate remedy at
14 law.

15 13. Notwithstanding any other provision herein, and without prejudice to
16 the right of any person to seek any additional protective order, this Order is not
17 intended to be and shall not be construed as (1) a ruling on the admissibility of any
18 Writing, (2) a waiver of any objection to the production or use of any Writing on
19 grounds of confidentiality or otherwise, (3) a ruling requiring the production of any
20 Writing, (4) a limitation on the right of any party to disclose a Protected Writing to
21 any person who authored that Writing, or (5) a limitation on the right of any party or
22 non-party witness to use in this action or otherwise any Writing that she or it
23 authored or obtained in any manner other than through a Document ///

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1 Production, even if an original or duplicate of that Writing is produced in a
2 Document Production.


3 DATED: February 7, 2006

FROSS ZELNICK LEHRMAN & ZISSU, P.C.
Roger L. Zissu
James D. Weinberger
Justin Deabler

PERKINS LAW OFFICE, P.C.
Patrick T. Perkins

-and-

WEISSMANN WOLFF BERGMAN
COLEMAN GRODIN & EVALL LLP
Michael Bergman
David L. Burg
Adam Hagen

11
12 By: 
David L. Burg

Attorneys for Defendants and Counterclaimant

14 DATED: February 1, 2006

LAW OFFICES OF MARC TOBEROFF, PLC
Marc Toberoff
Nicholas C. Williamson

17
18 By: 
Marc Toberoff

Attorneys for Plaintiffs/Counterclaim-
Defendants

20 **SO ORDERED:**

23 Ralph Zaretsky, U.S.M.J.

21 Denied. No good cause
22 shown, Fed. R. Civ. P. 26(c),
23 and inadequate specification
24 of documents to be protected
25 2/14/06 R Zaretsky

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EXHIBIT A
CERTIFICATE OF COMPLIANCE

I, _____, certify that I have received a copy of the Protective Order entered by the United States District Court for the Central District of California (the "Court") in the consolidated action entitled, "*Joanne Siegel v. Warner Bros. Entertainment Inc., et al.*," Case Nos. 04-8400 and 04-8776 RSWL (RZx) (the "Protective Order").

I further certify that I have read and understand each provision of the Protective Order, that I agree to be bound by each of those provisions, and that I irrevocably submit to the jurisdiction of the Court for the purpose of securing compliance with the Protective Order.

I declare under penalty of perjury that the foregoing is true and correct.

DATED:

I:\jweinberger\dcc\Siegel Litigation\Pleadings\04cv8400\060201-0425344-Protective Order-jdw.doc