

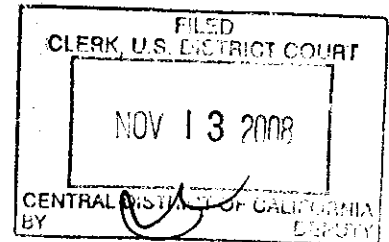
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E-FILED  
COURTESY COPY  
DATE FILED: November 4, 2008  
TIME FILED: 11:17 AM

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7 PACIFIC COAST LUGGAGE, INC.  
and SCOTT OH

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14 Counsel for Plaintiff  
15 LUGGAGE AMERICA, INC.

16 UNITED STATES DISTRICT COURT  
17 CENTRAL DISTRICT OF CALIFORNIA  
18 WESTERN DIVISION

19 LUGGAGE AMERICA INC., a  
California corporation,  
20 Plaintiff,  
21 vs.  
22 PACIFIC COAST LUGGAGE INC., a  
23 California corporation, and SCOTT OH,  
and individual  
24 Defendants.  
25

Case No. CV-08-04103 VBF(PJWx)

JOINT REQUEST AND  
STIPULATION OF THE PARTIES TO  
ENTER A PROTECTIVE ORDER.

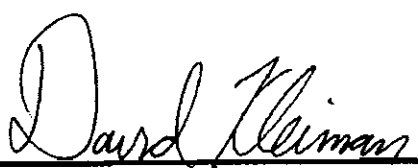
Hearing:  
Date: N/A  
Time: N/A  
Court: Hon. Valerie Fairbank

1 The parties jointly request, and IT IS HEREBY STIPULATED, subject to  
2 approval of the Court, that the proposed stipulated protective order attached hereto  
3 be entered in this action pursuant to Fed. R. Civ. P. 16(c)(2)(F) & 26(c).

4 This is an action for patent infringement and good cause exists to enter the  
5 attached protective order. Namely, to effectively prepare this case for trial,  
6 dispositive motion practice, and/or settlement the parties will need to obtain  
7 discovery of, and exchange, proprietary and confidential commercial information,  
8 such as trade secrets within the meaning of the California Uniform Trade Secrets  
9 Act, or proprietary information which concerns or relates to (i) sales, marketing,  
10 manufacturing, customer identity, customer requirements, vendor identity, vendor  
11 requirements, vendor performance, product development strategies or tactics; (ii)  
12 financial performance; (iii) manufacturing or other costs of doing business; (iv)  
13 technical characteristics of products; or (v) other business confidential information.  
14 Such information is maintained confidentially by each of the parties, and the parties  
15 believe that its disclosure beyond the limits set forth in the attached protective order  
16 would substantially injure the disclosing party and provide a significant competitive  
17 advantage for competitors of the parties (including the receiving party), if such  
18 competitors had access to the confidential information identified above.

19  
20 L.A. PATENTS  
21 Counsel for Defendants

DLA PIPER LLP  
Counsel for Plaintiff

22  
23 



24 David M. Kleiman

David Abel  
Nancy Nguyen

25  
26 Date: November 4, 2008

Date: November 4, 2008

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14 Counsel for Plaintiff  
LUGGAGE AMERICA, INC.

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16 UNITED STATES DISTRICT COURT  
17 CENTRAL DISTRICT OF CALIFORNIA  
18 WESTERN DIVISION

19 LUGGAGE AMERICA INC., a ) Case No. CV-08-04103 VBF(PJWx)  
California corporation, )  
20 Plaintiff, ) [PROPOSED] STIPULATED  
21 vs. ) PROTECTIVE ORDER.  
22 )  
23 PACIFIC COAST LUGGAGE INC., a )  
California corporation, and SCOTT OH, )  
and individual )  
24 Defendants. )  
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1           The Court has fully considered the stipulated request of the parties for entry  
2 of this protective order to facilitate discovery and preparation of this case for trial,  
3 dispositive motion practice, and/or settlement. Having found good cause to exist  
4 the Court hereby GRANTS the joint request for entry of this protective order and  
5 ORDERS that:

6           1.     The terms and conditions of this Protective Order shall be applicable to all  
7 information, documents, and things exchanged in the course of this litigation  
8 pursuant to discovery or disclosed pursuant to the Federal Rules of Civil Procedure,  
9 or Local Rule, or Court Order, or offered in any court filings, including, without  
10 limitation, testimony adduced at depositions upon oral examination, upon written  
11 questions, answers to interrogatories, documents and tangible things produced,  
12 answers to requests for admission, expert reports, and initial disclosures.

13           2.     If, in the course of this litigation, any party (or third party pursuant to  
14 subpoena) undertakes or is caused to disclose what the disclosing person or entity  
15 contends is Confidential Information (as defined below), then the procedures set  
16 forth herein shall be employed and the disclosure thereof shall be subject to this  
17 Order.

18           3.     For purposes of this Order, the following definitions shall apply:

19               a.     The term "Document" shall include, without limitation, any  
20 communications, correspondence, records, exhibits, reports, samples, transcripts,  
21 video or audio recordings, affidavits or declarations, briefs and motion papers,  
22 summaries, notes, abstracts, drawings, company records and reports, answers to  
23 interrogatories, responses to requests for admissions, including any electronic or  
24 optically stored versions of any of the foregoing, machines or physical objects.

25               b.     "Attorney's Eyes Only Information" is defined herein as is  
26 information (a) which has not been made public; (b) the disclosure of which is  
27 reasonably expected by the disclosing party to pose an undue risk of harm to the  
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1 business operation of the disclosing party; and (c) which is either a trade secret  
2 within the meaning of the California Uniform Trade Secrets Act, or proprietary  
3 information which concerns or relates to (i) sales, marketing, manufacturing,  
4 customer identity, customer requirements, vendor identity, vendor requirements,  
5 vendor performance, product development strategies or tactics; (ii) financial  
6 performance; (iii) manufacturing or other costs of doing business; (iv) technical  
7 characteristics of products; or (v) other business confidential information. It  
8 includes the original information with the confidentiality designation, and any copy,  
9 derivative or abstract, as well as any notes, briefs, or references for which that  
10 information is the source.

11 c. Notwithstanding any other provision of this Order, the  
12 confidentiality obligations of this Order shall not apply or shall cease to apply (as  
13 the case may be) to any materials or information that: (i) at the time of disclosure  
14 hereunder, was already in the public domain by publication or otherwise; (ii) has  
15 become, through no act or failure on the part of the receiving party, part of the  
16 public domain by publication or otherwise; (iii) at the time of disclosure, was  
17 already in the lawful possession of the receiving party; (iv) after disclosure  
18 hereunder, was acquired by the receiving party from a third party lawfully  
19 possessing such materials or information and having no confidentiality obligation to  
20 the disclosing party; (v) the disclosing party agrees may be disclosed to a third party  
21 under no confidentiality obligation; or (vi) the Court, after notice to the parties,  
22 orders to be disclosed.

23 4. Any Document containing Attorney’s Eyes Only Information shall be  
24 designated by the disclosing party as “CONFIDENTIAL – ATTORNEY’S EYES  
25 ONLY.”

26 5. Confidentiality designations shall be made by the disclosing party prior to  
27 or at the time of disclosure by affixing the confidentiality designation on each  
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1 Document so designated. In the case of Attorney’s Eyes Only Information  
2 disclosed in a non-paper medium (e.g., video tape, audio tape, computer disks, etc.),  
3 the confidentiality designation shall be affixed to the outside of the medium or its  
4 container so as to clearly give notice of the designation. Such confidentiality  
5 designation is deemed to apply both to the Document itself and to the Attorney’s  
6 Eyes Only Information contained therein.

7 6. Deposition transcripts may be so designated either (1) before the  
8 testimony is recorded in which case the transcript of the designated testimony shall  
9 be bound in a separate volume and marked “CONFIDENTIAL - ATTORNEY’S  
10 EYES ONLY” by the reporter as directed by the designating party, or (2) by written  
11 notice, including a list of the pages and line numbers so designated, to the reporter  
12 and all counsel of record, given within thirty (30) days after the transcript is  
13 received by the witness or his counsel or by any party or its counsel, in which case  
14 all counsel receiving such notice shall be responsible for attaching a copy of such  
15 written notice to the face of all copies of the designated transcript in their  
16 possession or under their control. Unless otherwise agreed in writing or ordered,  
17 until thirty (30) days after the transmittal of the written transcript of a deposition to  
18 the parties, the transcript and any exhibits prepared at the deposition shall be treated  
19 as Attorney’s Eyes Only Information.

20 a. Except as provided expressly herein, all discovery subject to this  
21 Protective Order, including without limitation Documents and information  
22 designated under this Protective Order as “Confidential – Attorney’s Eyes Only”  
23 under this Protective Order, shall be used by the party receiving such discovery  
24 solely for purposes of, and only in connection with, the prosecution or defense of  
25 this lawsuit and such discovery shall not be disclosed to anyone except as provided  
26 herein.

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1       7.     The inadvertent failure to designate information as “Confidential -  
2 Attorney’s Eyes Only” prior to or at the time of disclosure shall not operate as a  
3 waiver of a party’s right to later designate said information as either “Confidential -  
4 Attorney’s Eyes Only.” In such event, counsel for the disclosing party may give  
5 written notice to the receiving party that the document or thing produced is deemed  
6 “Confidential - Attorney’s Eyes Only” and should be treated as such in accordance  
7 with the provisions of this protective order. Except as otherwise set forth herein,  
8 the receiving party must treat such documents and things with the noticed level of  
9 protection from the date such notice is received. Disclosure, prior to receipt of such  
10 notice to persons not authorized to receive such information, shall not be deemed a  
11 violation of this protective order.

12       8.     In the absence of written permission from the producing party or an order  
13 of the Court, materials designated “Confidential - Attorney’s Eyes Only” shall be  
14 available only to and shall not be disclosed to or discussed with any person other  
15 than:

- 16           a.     Outside counsel of record, including their necessary support  
17 personnel such as paralegals, secretarial and clerical personnel.
- 18           b.     Outside consultants and experts as defined in paragraph 9 below and  
19 pursuant to the provisions of paragraph 10 below, including necessary support  
20 personnel;
- 21           c.     Reporters and videographers recording testimony and their support  
22 personnel;
- 23           d.     Jury consultants and their assistants, staff and support personnel, and  
24 mock jurors and focus group participants used by them, who agree to be bound by  
25 the terms of this order;

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1 e. Support contractors retained by outside counsel of record for the  
2 receiving party for functions such as copying, scanning, document management and  
3 graphics support who are unaffiliated with the receiving party; and

4 f. The judge, magistrate, special master, and their respective clerks and  
5 necessary support personnel, and the jury in this case.

6  
7 9. For purposes of paragraph 8.b above, a consultant or expert shall be  
8 defined as a person, who

9 a. Is retained or employed as a bona fide consultant or expert for the  
10 purposes of this litigation, whether full or part-time, by or at the direction of outside  
11 counsel for a party.

12 b. Is not an employee of a party and has not been an employee of a  
13 party from at least the time this litigation was initiated.

14 c. Designating a person as a consultant or expert shall not constitute a  
15 waiver of any attorney-client, work product or other privilege.

16 d. Consultant or expert includes an individual consultant or expert as  
17 well as a consulting or expert company, and the individual's or company's  
18 assistants, staff, and support personnel.

19 10. The procedure for having a consultant approved for access to Attorney's  
20 Eyes Only information shall be as follows:

21 a. The party seeking to have a consultant or expert, as defined in  
22 paragraph 9 above, approved, shall provide the producing party with:

- 23 i. The name of the person and anyone assisting him or her;
- 24 ii. The present employer and title of the person, if any;
- 25 iii. The name of any companies engaged in the manufacturing or  
26 sale of luggage products which the person has been employed by, or to which the  
27 person has served as a consultant or expert in a capacity related to luggage  
28 products;



1           iv.    A written acknowledgment, signed by the person for whom  
2 approval is sought, that the person has read this Stipulated Protective Order and  
3 agrees to be bound by its terms.

4           b.    Within ten (10) calendar days of receipt of the information and  
5 written acknowledgment described in subparagraph (a), any party may object to the  
6 person proposed for approval, if facts available to the objecting party indicate that  
7 there is an undue risk that the designated person may use information designated  
8 “Confidential – Attorney’s Eyes Only Information,” for purposes other than this  
9 litigation. Any such facts shall be stated in the objecting party’s written objection.  
10 Failure to object within ten (10) days to a person proposed shall be deemed  
11 approval, but shall not preclude an objecting party from objecting to continued  
12 access by that person where facts suggesting a basis for objection are subsequently  
13 learned by the objecting party or its counsel.

14           c.    If a party so objects, the objecting and requesting parties shall,  
15 within five (5) court days from the date of notice of objection, confer and attempt to  
16 resolve the dispute. If the parties cannot resolve the dispute, the objecting party  
17 may move the court for an order that access to information designated “Confidential  
18 - Attorney’s Eyes Only” be denied to the designated person. Such a motion shall be  
19 made pursuant to Local Rule 37, and the moving party’s portion of the joint  
20 stipulation shall be delivered to the non-moving party within five (5) court days of  
21 the expiration of the above confer period. Absent a showing of good cause, if the  
22 objecting party’s portion of the joint stipulation is not delivered within five (5) court  
23 days of the expiration of the above confer period, or the joint stipulation is not filed  
24 within five (5) court days of the objecting party receiving back the opposing parties  
25 portion of the joint stipulation, then the consultant or expert is deemed approved.

26           d.    No information designated pursuant to this Protective Order shall be  
27 shown to any consultant until such consultant has been approved as provided  
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1 herein. The time periods contained in this paragraph may be extended or shortened  
2 for good cause upon agreement of all counsel. Consent shall not be unreasonably  
3 withheld.

4 11. In no event shall Attorney's Eyes Only Information be stored at any  
5 business premises of any party to this action which is the receiving party.

6 12. The parties will use reasonable care to avoid improper confidentiality  
7 designations.

8 13. Any party disagreeing with any confidentiality designation shall so notify  
9 the disclosing party in writing. The disclosing party shall then have a period of  
10 fourteen (14) business days from the date of receipt of such notice to: (1) advise the  
11 receiving party whether or not the disclosing party persists in such designation; and  
12 (2) if the disclosing party persists in the designation, to explain the reasons for the  
13 particular designation. The receiving party may then, after advising the disclosing  
14 party, move the Court for an order removing the particular designation. Unless  
15 otherwise agreed to by the parties in writing or otherwise ordered, all persons bound  
16 by this Order shall abide by the designation.

17 14. The failure of a receiving party to expressly challenge a claim of  
18 confidentiality or a confidentiality designation at the time of disclosure shall not  
19 constitute a waiver to later challenge the designation.

20 15. If a party's attorney desires to give, show, make available, or  
21 communicate any Attorney's Eyes Only Information to a person not authorized to  
22 receive it, the attorney must first disclose that person's name and connection with  
23 this litigation, and must obtain the written consent of the party who so designated  
24 the Attorney's Eyes Only Information or an Order of Court permitting disclosure.  
25 If the party who so designated the Attorney's Eyes Only Information refuses to give  
26 its consent, it must state its reasons in writing within ten (10) business days of  
27 receiving the notice of intent to disclose. Thereafter, the parties shall confer to  
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1 attempt to resolve the reasons for withholding consent. If an agreement cannot be  
2 reached, the party desiring disclosure of the Attorney's Eyes Only Information may  
3 petition the Court for an order granting disclosure.

4 16. All experts, consultants and jury consultants and their assistants, staff and  
5 support personnel, mock jurors, and focus group participants to whom materials  
6 designated "Confidential - Attorney's Eyes Only" are made available, must sign an  
7 agreement in the form attached hereto as Exhibit A. A copy of each such executed  
8 agreement shall be retained by counsel hiring said expert, consultant or jury  
9 consultant for a minimum of one (1) year following the conclusion of this litigation.

10 17. Counsel for any party shall have the right to exclude from depositions,  
11 other than the deponent and the reporter (and any videographer), any person who is  
12 not authorized by this Order to receive such Attorney's Eyes Only Information.  
13 Such right of exclusion shall be applicable only during periods of examination or  
14 testimony directed to or comprising Attorney's Eyes Only Information.

15 18. Any court reporter or videographer who records testimony at a deposition  
16 taken in this action shall be provided with a copy of this Order by the party noticing  
17 the deposition. That party shall advise the court reporter or videographer, before  
18 any testimony is taken, that all documents, information, or testimony designated  
19 "Confidential - Attorney's Eyes Only" are and shall remain confidential and shall  
20 not be disclosed or used except as provided in this Order. The noticing party shall  
21 further advise the court reporter and/or videographer that copies of all transcripts,  
22 reporting notes and all other records of any such testimony must be treated in  
23 accordance with this Order, delivered to attorneys of record, or filed under seal with  
24 the Court.

25 19. In the event that any Attorney's Eyes Only Information is included with,  
26 or the contents thereof are in any way disclosed in any pleading, motion, deposition  
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1 or hearing transcript or other paper or thing filed or lodged with this Court, that fact  
2 shall be noted on the cover page of the filing with the following notation:

3           **CONFIDENTIAL - ATTORNEY'S EYES ONLY INFORMATION -**  
4           This document is subject to a **PROTECTIVE ORDER** issued by the  
5           **COURT** and may not be examined or copied except in compliance  
6           with that order.

7 Such filing shall be delivered sealed to the Clerk of the Court, and shall not be  
8 available for public inspection. A copy of the cover page of the filing shall be  
9 affixed to envelopes, if any, used to seal such documents. The party filing the  
10 document may simultaneously file a public version of the document with the  
11 Attorney's Eyes Only Information redacted, and the complete unredacted  
12 documents as well as the redacted documents shall be served on the attorneys for  
13 the parties.

14       20. Nothing herein shall restrict an authorized recipient from making working  
15 copies, abstracts, digests and analyses of Attorney's Eyes Only Information or  
16 documents or filings containing such information for use in connection with this  
17 action, and such working copies, abstracts, digests and analyses shall be deemed to  
18 have the same level of protection under the terms of this Order. Further, nothing  
19 herein shall restrict an authorized recipient from converting or translating such  
20 information into machine-readable form for incorporation in a data retrieval system  
21 used in connection with this action, provided that access to such information,  
22 whatever form stored or reproduced, shall be limited to authorized recipients as  
23 provided in this Order, and use of such information shall be limited to the  
24 authorized purpose permitted by the Order.

25       21. Attorney's Eyes Only Information of other parties shall be maintained in  
26 the custody of counsel of record for the parties except that: (a) any court reporter  
27 who transcribes testimony (or videographer who records testimony) given in this  
28 action may maintain any such designated documents for the purpose of rendering

1 his or her normal transcribing services; and (b) partial or complete copies of these  
2 documents may be retained by employees, experts, and consultants entitled to  
3 access of such documents under the terms of this Order to the extent necessary for  
4 their study, analysis and preparation of the case.

5 22. Should any Attorney's Eyes Only Information be disclosed, through  
6 inadvertence or otherwise, to any person or party not authorized under this Order,  
7 then the disclosing party shall use its best efforts to bind such person to the terms of  
8 this Order; and the disclosing party shall (a) identify such person immediately to the  
9 party that designated the document as confidential; (b) promptly inform such person  
10 of all the provisions of this Order; (c) request such person to sign the agreement in  
11 the form attached hereto as Exhibit A; and (d) use its best efforts to retrieve the  
12 Attorney's Eyes Only Information if the party is not authorized to receive it. The  
13 executed agreement shall promptly be served upon the party that made the  
14 designation.

15 23. The purpose of this Order is to facilitate discovery in and conduct of this  
16 litigation, and in no manner shall it affect the application of any state or federal law  
17 regarding confidentiality of information.

18 24. The terms of this Order shall in no way affect a party's right to (a)  
19 withhold information on grounds of privilege or immunity from discovery such as,  
20 by way of example and not by way of limitation, attorney/client privilege or work  
21 product doctrine, or (b) reveal or disclose to anyone any documents or information  
22 designated by that party as "Confidential - Attorney's Eyes Only." The production  
23 of any documents or information governed by this Protective Order shall be without  
24 prejudice to any claim by the disclosing party that such documents or information  
25 are protected from discovery on the basis of the attorney-client privilege or the  
26 work product doctrine, so long as such production was made inadvertently. No  
27 disclosing party shall be held to have waived any of its rights under Rule 26 by such  
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1 an inadvertent production. If, after documents or information are produced, a claim  
2 of attorney-client privilege and/or work product is subsequently made, the receiving  
3 party shall take reasonable steps to ensure that all known copies of such documents  
4 or information are returned promptly to the disclosing party. After the return of the  
5 documents or information, the receiving party may challenge the disclosing party's  
6 claim of attorney-client privilege and/or work product by filing a motion with the  
7 Court. Any determination by the Court on the disclosing party's claim of attorney-  
8 client privilege and/or work product shall be made without regard to the fact that  
9 such documents or information have been produced so long as such production was  
10 made inadvertently. The receiving party shall bear the burden of proving that such  
11 a production was not made inadvertently.

12 25. Nothing herein shall prohibit counsel for a party from disclosing a  
13 document or information which constitutes Attorney's Eyes Only Information to a  
14 person identified as an author, addressee, or recipient of such document or  
15 information or from disclosing information or testimony relating to a conversation  
16 or meeting to which the person is identified as a participant. Additionally, any  
17 document or information which constitutes Attorney's Eyes Only Information may  
18 be shown to any current employee, consultant, expert witness, or representative of  
19 the party that produced the document or information so designated, during the  
20 deposition of that current employee, consultant, expert witness, or representative.  
21 Also, any document or information which constitutes Attorney's Eyes Only  
22 Information may be shown to any former employee, consultant, or representative of  
23 the party that produced the document or information so designated, during the  
24 deposition of that former employee, consultant, or representative, if the document  
25 or information so designated was in existence during the period of such individual's  
26 relationship with the disclosing party. A document which constitutes Attorney's  
27 Eyes Only Information that contains handwriting may be shown to a deposition  
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1 witness for the purpose of determining whether the deposition witness is the author  
2 of the document, provided that the attorney establishes through the deposition  
3 testimony of the witness a reasonable and good faith basis for believing that the  
4 handwriting was or could have been authored by the deposition witness, and  
5 provided that the attorney takes reasonable steps to ensure that no unnecessary  
6 disclosure of Attorney's Eyes Only Information takes place (e.g., by showing the  
7 deposition witness a limited sample of the handwriting at issue).

8 26. Unless counsel agree otherwise in writing, upon final disposition of this  
9 action, at receiving counsel's option, they (and all persons who have received  
10 Attorney's Eyes Only Information, including consultants, etc.) shall destroy (or  
11 cause to be destroyed) or return promptly all (1) documents which are designated or  
12 contain Attorney's Eyes Only Information and (2) copies made thereof, including  
13 copies provided to other persons. Notwithstanding the foregoing, counsel of record  
14 shall be permitted to retain a file copy of all court filings, including materials made  
15 part of the trial record or which have been filed under seal with the Clerk of the  
16 Court, and a copy of all depositions (and exhibits) and any notes or memoranda  
17 relating thereto. Such materials must continue to be maintained under the terms of  
18 this Order.

19 27. In the event any person or party having possession, custody or control of  
20 any document or information produced in this action and designated "Confidential -  
21 Attorney's Eyes Only" by the opposing party receives a subpoena or other process  
22 or order to produce such information, such person or party shall timely notify the  
23 attorneys of record of the party claiming such confidential treatment of the  
24 document sought by such subpoena or other process or order, shall timely furnish  
25 those attorneys with a copy of said subpoena or other process or order, and shall  
26 cooperate with respect to any procedure sought to be pursued by the party whose  
27 interest may be affected. The party asserting the confidential treatment shall have  
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1 the burden of defending against such subpoena, process or order. The person or  
2 party receiving the subpoena or other process or order shall be entitled to comply  
3 with it except to the extent the party asserting the confidential treatment is  
4 successful in obtaining an order modifying or quashing it.

5 28. All time periods provided in this Order shall be calculated in accordance  
6 with the Federal Rules of Civil Procedure.

7 29. This Order shall survive the final termination of the case. The Court  
8 retains jurisdiction after termination of this action to enforce this Order and to make  
9 such amendments, modifications, deletions and additions to this Order as the Court  
10 may from time to time deem appropriate. The parties hereto reserve all rights to  
11 apply to the Court at any time, before or after termination, for an order: (i)  
12 modifying this Order, (ii) seeking further protection against discovery or use of  
13 Attorney's Eyes Only Information, or documents, or (iii) seeking further  
14 production, discovery, disclosure, or use of claimed Attorney's Eyes Only  
15 Information, or documents.

16 30. This order shall not bar any attorney herein in the course of rendering  
17 advice to his client with respect to this litigation from conveying to any party client  
18 his evaluation in a general way of Attorney's Eyes Only Information produced or  
19 exchanged herein; provided, however, that in rendering such advice and otherwise  
20 communicating with his client, the attorney shall not disclose the specific contents  
21 of any Attorney Eyes Only or Attorney's Eyes Only Information produced by  
22 another party herein, which disclosure would be contrary to the terms of this  
23 Protective Order.

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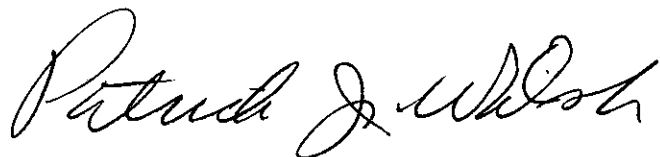


1 31. This stipulation is for the Court's consideration and approval as an order.  
2 It shall not be construed to create a contract among the parties or among the parties  
3 and their respective counsel.

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IT IS SO ORDERED

Date: 11/10/08



PATRICK J. WALSH  
Hon. Valerie Baker Fairbank  
United States District Court Judge

1  
2 UNITED STATES DISTRICT COURT  
3 CENTRAL DISTRICT OF CALIFORNIA  
4 WESTERN DIVISION

5  
6 LUGGAGE AMERICA INC., a  
California corporation,

7 Plaintiff,

8 vs.

9 PACIFIC COAST LUGGAGE INC., a  
10 California corporation, and SCOTT OH,  
and individual

11 Defendants.  
12

Case No. CV-08-04103 VBF(PJWx)

PROTECTIVE ORDER EXHIBIT A:  
AGREEMENT CONCERNING  
INFORMATION COVERED BY  
PROTECTIVE ORDER.

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15 I, \_\_\_\_\_, hereby acknowledge that:

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17 (1) I have received a copy of the Protective Order (“the Order”) entered in  
18 this action by the United States District Court for the Central District of  
19 California;

20 (2) I have either read the Order or had the terms of the Order explained to  
21 me by an attorney;

22 (3) I understand the terms of the Order and agree to comply with and be  
23 bound by the terms of the Order;

24 (4) I may receive documents or information designated as “Confidential -  
25 Attorney’s Eyes Only” and understand that such documents or information is  
26 provided to me pursuant to the terms and restrictions of the Order;

27 (5) I agree to hold in confidence any information or documents disclosed  
28 to me pursuant to the terms of the Order; and

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(6) I hereby submit myself to the jurisdiction of the United States District Court for the Central District of California for resolution of any matters pertaining to the Order. My current address and telephone number are as follows:

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(7) My present employer is \_\_\_\_\_.

(8) Within the last ten (10) years I have been employed by, or have served as an expert or consultant to, the following companies involved in the sale or manufacture of luggage products:

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Date: \_\_\_\_\_

\_\_\_\_\_

Signature

# Stipulation

2:08-cv-04103-VBF-PJW Luggage America, Inc. v. Pacific Coast Luggage, Inc. et al  
(PJWx), AO120, DISCOVERY, MANADR

## UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

### Notice of Electronic Filing

The following transaction was entered by Kleiman, David on 11/4/2008 at 11:17 AM PST and filed on 11/4/2008

**Case Name:** Luggage America, Inc. v. Pacific Coast Luggage, Inc. et al

**Case Number:** 2:08-cv-4103

**Filer:** Pacific Coast Luggage, Inc.  
Scott Oh

**Document Number:** 33

#### Docket Text:

**STIPULATION for Protective Order filed by Defendants Pacific Coast Luggage, Inc., Scott Oh.**  
**(Attachments: # (1) Proposed Protective Order)(Kleiman, David)**

**2:08-cv-4103 Notice has been electronically mailed to:**

David B Abel david.abel@dlapiper.com, june.etheridge@dlapiper.com, krista.sirola@dlapiper.com

David M Kleiman davidkleiman@lapatents.com

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**2:08-cv-4103 Notice has been delivered by First Class U. S. Mail or by fax to :**

The following document(s) are associated with this transaction:

#### Document description:Main Document

**Original filename:**C:\Documents and Settings\HP\_Owner\My Documents\LAPATENTS\Pacific Coast Luggage\Stipulations\Protective Order\Stipulated\_Request\_Protective\_Order\_Ex.pdf

#### Electronic document Stamp:

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#### Document description: Proposed Protective Order

**Original filename:**C:\Documents and Settings\HP\_Owner\My Documents\LAPATENTS\Pacific Coast Luggage\Stipulations\Protective Order\Proposed\_Protective\_Order\_Attachment.pdf

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