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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

KIM LAUBE & COMPANY, INC., a
California corporation; and KIM
LAUBE, an individual,

Plaintiffs,

v.

WAHL CLIPPER CORPORATION,
an Illinois corporation, DOES 1-10,
Inclusive,

Defendants.

AND RELATED COUNTERCLAIM

Case No. 2:09-cv-00914 JAK (JCx)

**STIPULATED PROTECTIVE
ORDER**

**[CHANGES MADE BY COURT IN
BOLD]**

1 As set forth in the Joint Stipulation Re Protective Order entered into by and
2 between the parties on May 24, 2012 (Dkt. No. 145), the parties stipulate and request
3 that the Court enter the following protective order **which the Court has modified in**
4 **certain respects:**

5
6 **STIPULATED PROTECTIVE ORDER**

7 Because discovery in this matter may involve confidential information, and the
8 parties having agreed that a protective order is necessary to maintain the confidentiality
9 of such information, IT IS HEREBY ORDERED that this Protective Order is entered
10 subject to the following terms:

11 **1. Proceedings and Form of Information Governed**

12 a. This Protective Order shall govern the use, handling and disclosure of all
13 Discovery Material including, but not limited to, documents and tangible things,
14 responses to interrogatories, responses to requests for admissions, responses to
15 subpoenas, and other written, recorded, electronic or graphic information, deposition
16 testimony and exhibits, and all copies, extracts, summaries, compilations, or portions
17 thereof, or any other form of evidence or discovery contemplated by the Federal Rules
18 of Civil Procedure that is produced by any party or non-party in this action (hereinafter
19 “Producing Person”). A Producing Person, including the parties to this action and non-
20 parties, may designate, as appropriate, Discovery Material as “CONFIDENTIAL” or
21 “HIGHLY CONFIDENTIAL” pursuant to this Order.

22 b. All Discovery Material designated as “CONFIDENTIAL” or “HIGHLY
23 CONFIDENTIAL” and all copies, extracts, compilations, summaries, and information
24 derived therefrom, (“Designated Material”) shall be handled in strict compliance with
25 the terms of this Order; shall be used by the parties to this action solely in connection
26 with this action or any appeal therefrom, and not for any other purpose except as
27 required by law or as the Producing Person may otherwise direct.

1 **2. Definitions**

2 a. "Party" means a named party in this case. "Person" means an individual or
3 an entity. "Producing Person" or "Producer" means a person who produces information
4 via the discovery process in this case. "Receiving Person" or "Recipient" means a
5 person who receives information via the discovery process in this case.

6 b. "Confidential" information is information concerning a person's business
7 operations, processes, and technical and development information within the scope of
8 Rule 26(c)(1)(G), the disclosure of which is likely to harm that person's competitive
9 position, or the disclosure of which would contravene an obligation of confidentiality to
10 a third person or to a Court.

11 c. "Highly Confidential" information is information within the scope of Rule
12 26(c)(1)(G) that is current or future business or technical trade secrets and plans more
13 sensitive or strategic than Confidential information, the disclosure of which is likely to
14 significantly harm that person's competitive position, or the disclosure of which would
15 contravene an obligation of confidentiality to a third person or to a Court.

16 d. Information is not Confidential or Highly Confidential if it is disclosed in a
17 printed publication, is known to the public, was known to the Recipient without
18 obligation of confidentiality before the producer disclosed it, or is or becomes known to
19 the recipient by means not constituting a breach of this Order. Information is likewise
20 not Confidential or Highly Confidential if a person lawfully obtained it independently of
21 this litigation.

22 e. This Protective Order includes not only those items or things that are
23 expressly designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL but also any
24 information derived therefrom, and all copies, excerpts, and summaries thereof, as well
25 as testimony and oral conversation derived therefrom or related thereto.

1 **3. Designation of Confidential Information**

2 a. A person's designation of information produced in this action as
3 Confidential or Highly Confidential means that the person believes in good faith, upon
4 reasonable inquiry, that the information qualifies as such.

5 b. The existence of this Protective Order shall be disclosed to any person
6 producing documents or tangible things, or testimony, in this action who may
7 reasonably be expected to desire confidential treatment for such documents or tangible
8 things, or testimony. Any such person, or any party, may designate appropriate
9 documents or tangible things, or testimony, produced by such person as
10 CONFIDENTIAL or HIGHLY CONFIDENTIAL (referred to as “designated
11 confidential information”).

12 c. Any confidential designation shall be made at the following times:

13 i. for documents and tangible things, at the time of the production of
14 the documents or things for inspection pursuant to Rules 34 or 45 of the Federal
15 Rules of Civil Procedure. If a producing person or party elects to produce
16 documents and tangible things for inspection pursuant to Rules 34 or 45 of the
17 Federal Rules of Civil Procedure, then no designation need be made prior to the
18 inspection, and all such documents and tangible things shall be considered
19 confidential until such time as copies of such documents or things are produced to
20 the receiving party and are not so designated;

21 ii. for written responses to interrogatories or requests for admissions, at
22 the time of the written response;

23 iii. for declarations and pleadings, at the time of the filing of such
24 declaration or pleading; and

25 iv. for deposition testimony, at the time of the deposition or immediately
26 thereafter on the record, or in writing within thirty (30) days after receipt by the
27 designating party of the transcript of the deposition.

28 d. Confidential designations shall be made in the following manner:

1 i. for documents, by placing a legend on each page of each such
2 document prominently marking it as CONFIDENTIAL or HIGHLY
3 CONFIDENTIAL;

4 ii. for tangible objects, by placing a label or tag on the object or the
5 container therefore stating CONFIDENTIAL or HIGHLY CONFIDENTIAL or, if
6 not practicable, as otherwise agreed:

7 iii. for written responses to interrogatories or requests for admissions, by
8 prominently marking it as CONFIDENTIAL or HIGHLY CONFIDENTIAL on
9 the face of any such responses;

10 iv. for declarations or pleadings, by prominently marking it as
11 CONFIDENTIAL or HIGHLY CONFIDENTIAL on the face of any such
12 declaration or pleading;

13 v. for depositions, following the procedure set forth in Paragraph 7 or
14 in writing within thirty (30) days after receipt by the designating party of the
15 transcript of the deposition; and

16 vi. for material produced in electronic format, by placing a label on the
17 CD or other media containing the material, and/or by placing a legend on each
18 page of any documents produced in electronic format stating CONFIDENTIAL or
19 HIGHLY CONFIDENTIAL.

20 e. It shall be the duty of the party or person seeking confidential protection to
21 identify those materials and testimony that are to be considered CONFIDENTIAL or
22 HIGHLY CONFIDENTIAL to the receiving party.

23 f. Each party retains the right subsequently to redesignate documents and to
24 require such redesignated documents to be treated in accord with such redesignation
25 from the time the receiving party is notified in writing of the redesignation. If, at any
26 time, a party changes the designation of information or documents, each party,
27 individual, or entity who has received a copy of the information or documents bearing
28

1 the original designation, shall either destroy or return all such original copies, or alter
2 the copies to properly reflect the new designation.

3 g. The inadvertent or unintentional disclosure of Confidential Information by
4 the designating party or person, regardless of whether the information was designated
5 CONFIDENTIAL or HIGHLY CONFIDENTIAL at the time of disclosure, shall not be
6 treated as a waiver in whole or in part of a designating party's or person's claim of
7 confidentiality, either as to the specific information disclosed or as to any other
8 information on the same or a related subject.

9 h. A Producing Person who inadvertently fails to mark designated
10 confidential information as set forth in this order shall have then (10) calendar days
11 from the discovery of such oversight to correct the omission, which must be made in
12 writing and accompanied or promptly followed by substitute copies of appropriately
13 marked designated confidential information. The receiving party or parties shall treat
14 such designated confidential information according to its designation from the time that
15 such notice is actually received, and shall return or destroy the previously unmarked or
16 mis-marked materials within ten (10) business days of receipt of the substitute copies.
17 Disclosure of such designated confidential information to persons not authorized to
18 receive it prior to receipt of such notice shall not be deemed a violation of this Order,
19 and the receiving party and the other persons who receive such designated confidential
20 information pursuant to the provisions of this Order shall incur no liability for uses and
21 disclosures made prior to receipt of such notice. However, those persons to whom
22 inadvertent disclosure was made shall be advised promptly, in writing, that the disclosed
23 material is "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" and must be treated in
24 accordance with this Protective Order.

25 **4. Use of Designated Confidential Information**

26 a. Information designated as CONFIDENTIAL or HIGHLY
27 CONFIDENTIAL may be used only for purposes of preparation, trial, and appeal of this
28 action, and may not be used for any other litigation or business, commercial,

1 competitive, personal, or other purpose whatsoever. Such designated confidential
2 information shall be held in confidence by each person to whom it is disclosed, and may
3 not be disclosed to any person or entity, except as permitted by this Protective Order.

4 All designated confidential information shall be carefully maintained by the receiving
5 party in secure facilities and access to such designated confidential information shall be
6 permitted only to persons having access thereto under the terms of this Protective Order.

7 b. Any person having access to material or information designated
8 confidential under this Protective Order, including consultants and experts, shall not
9 make copies, extracts, summaries, or descriptions of the material or information or any
10 portion thereof, except as convenient or necessary for the preparation and trial of this
11 litigation.

12 c. Any non-party from which or from whom discovery is sought shall have
13 the same rights and be subject to the same obligations under this Protective Order as a
14 party **so long as such party has received a copy of or otherwise has notice of the**
15 **terms of this Protective Order.** The parties and their agents will treat confidential
16 materials that are designated by a non-party as confidential in accordance with the terms
17 and conditions of this Protective Order regardless of whether the non-party is or
18 becomes a signatory to this Protective Order.

19 **5. Resolution of Disputes Regarding Designated Confidential Information**

20 a. A party shall not be obligated to challenge the propriety of a confidential
21 designation and a failure to do so shall not preclude a subsequent challenge of the
22 propriety of such designation.

23 b. If any party disputes the designation of designated confidential
24 information, such party shall so inform the designating party by written notice, and the
25 parties shall meet and confer in a good faith effort to resolve the dispute.

26 c. If the parties are unable to resolve a dispute regarding designated
27 confidential information, the party disputing the designation may request appropriate
28 relief from the Court **in accordance with the provisions of L.R. 37-1 through 37-4.**

1 The burden of establishing that information has been properly designated confidential
2 information is on the party making such designation. The challenged designation shall
3 remain in effect unless and until amended by order of the Court or agreement of the
4 designating party.

5 d. If a party elects to challenge any designation of confidentiality of any
6 material or information pursuant to this Protective Order, said party shall provide the
7 designating party with ten (10) days advance written notice and afford the designating
8 party an opportunity to voluntarily remove such designation. Should the designating
9 party not voluntarily remove such designation within seven (7) days of the receipt of
10 such notice, the designating party may then, **pursuant to the provisions of Local Rules**
11 **37-2 through 37-4**, file a written motion with the Court for an order determining
12 confidentiality, accompanied by one copy of each document, response, or other portion
13 of transcript challenged. The motion and accompanying materials shall be **submitted**
14 **for filing** under seal as provided herein, and the confidentiality of such materials or
15 information shall remain protected until the Court shall order otherwise.

16 **6. Access to Designated Confidential Information**

17 a. Absent written permission from the producer or further order by the Court,
18 the recipient may not disclose designated confidential information marked as
19 CONFIDENTIAL to any person other than the following persons:

20 i. The parties' in-house counsel, officers, and employees directly
21 involved in this case whose access to the information is reasonably required to
22 supervise, manage, or participate in this case;

23 ii. Those persons to whom designated confidential information
24 identified as "HIGHLY CONFIDENTIAL" may be disclosed.

25 b. Absent written permission from the producer or further order by the Court,
26 the recipient may not disclose designated confidential information marked as HIGHLY
27 CONFIDENTIAL to any person other than the following persons:

28 i. The Court and court personnel.

1 ii. Court reporters taking testimony in this action and their necessary
2 stenographic, videographic, and clerical personnel.

3 iii. The parties' outside counsel of record in this litigation (including
4 their law firms and full time personnel thereof) who have direct functional
5 responsibility for assisting with the preparation and trial of this action or any
6 appeal herein.

7 iv. The parties' insurers disclosed in Rule 26 disclosures or otherwise in
8 writing to counsel of record in this case and those insurers' personnel whose
9 access to the information is reasonably required to supervise, manage, or
10 participate in this case;

11 v. Members of organizations retained by the outside attorneys of record
12 to provide litigation support services in this action. Such persons shall be
13 informed of the confidentiality of documents and information under this
14 Protective Order and agree to comply with the terms of this Protective Order.

15 vi. Subject to the provisions of paragraph 6(c), 6(d), and 6(e) of this
16 Protective Order, independent experts and independent consultants (collectively,
17 "experts") retained in this action by the outside attorneys of record.

18 vii. Persons testifying or preparing to testify in depositions or court
19 proceedings to the extent the "CONFIDENTIAL" document or information was
20 authored by, addressed to, or received by the person or party testifying.

21 viii. Employees of outside copying, document imaging and facsimile
22 services.

23 ix. Such other persons as hereafter may be designated by prior written
24 agreement of the Parties in this action or by order of the Court.

25 c. For purposes of this Order, an Expert or Consultant is a person: (i) who is
26 neither an employee, director, officer, consultant, or business associate of a party nor
27 anticipated to become an employee, director, officer, consultant, or business associate of
28 a party in the near future; (ii) who is not regularly employed or retained by a competitor

1 of a party; (iii) who does not currently have any consulting arrangement with a
2 competitor of a party; (iv) who does not have any direct economic relationship with a
3 party, except as set forth in subpart (v) of this paragraph; and (v) who is retained or
4 employed as a bona fide consultant or expert for purposes of providing advice or
5 testimony in connection with this litigation, whether full- or part-time, by or at the
6 direction of counsel of record for a party.

7 d. Experts and Consultants may have access to designated confidential
8 information marked “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” produced by
9 any Producing Person provided that:

10 i. such Expert or Consultant simultaneously meets each of the
11 requirements of Paragraphs 6(c)(i) — (v), inclusive; and

12 ii. such Expert or Consultant agrees to treat such Designated Material in
13 accordance with the terms of this Order;

14 iii. counsel of record obtains from such Expert or Consultant a copy of a
15 completed, signed Declaration in the form attached hereto as Exhibit A prior to
16 disclosing any Designated Material of another party to such Expert or Consultant,
17 and maintains such completed, signed Declaration until the termination of this
18 action.

19 e. Upon the termination of this Action, counsel of record, shall produce
20 copies of all signed Declarations to verify that the disclosure of designated confidential
21 information was properly limited to qualified experts and consultants in accordance with
22 paragraphs 6(c) and 6(d), and will further verify that all documents designated as
23 CONFIDENTIAL or HIGHLY CONFIDENTIAL and provided to such experts are
24 destroyed or otherwise disposed of in accordance with paragraph 11 of this Protective
25 Order.

26 f. Notwithstanding paragraph 6(a) and 6(b), a party may disclose Confidential
27 or Highly Confidential information to: (i) any employee or author of the producer; (ii)
28 any person, no longer affiliated with the producer, who authored the information in

1 whole or in part; and (iii) any person who received the information before this case was
2 filed.

3 g. A party who wishes to disclose Confidential or Highly Confidential
4 information to a person not authorized under paragraph 6(a) or 6(b) must first make a
5 reasonable attempt to obtain the producer's permission. If the party is unable to obtain
6 permission, it may move the Court to obtain permission **in accordance with the**
7 **provisions of L.R. 37-1 through 37-4.**

8 h. This Order shall not prevent any Producing Person from disclosing or
9 consenting to disclosure by others of a Producing Person's own Designated Material as
10 it deems appropriate. A Producing Person's disclosure to a third party of the Producing
11 Person's own Designated Material shall not affect in any way the obligations of persons
12 receiving Designated Material pursuant to this Order, provided that the third parties are
13 required to maintain the confidentiality of the Designated Material in a manner
14 consistent with the terms of this Order.

15 i. Nothing in this Order shall be deemed a waiver of any provisions or
16 protections of Federal Rules of Civil Procedure 26(a)(2), 26(b)(3), 26(b)(4) or 26(b)(5).

17 **7. Use of Designated Confidential Information in Depositions or at Hearing**

18 a. A designation as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -
19 ATTORNEYS' EYES ONLY" may be made at the beginning of or during the
20 deposition by identifying the type of designation on the record. During the course of
21 any deposition, upon any inquiry with regard to the content of a document marked
22 CONFIDENTIAL or HIGHLY CONFIDENTIAL, or when counsel for a person (party
23 or non-party) deems in good faith that the answer to a question may result in the
24 disclosure of designated confidential information, counsel for the person whose
25 information is involved, at his or her option, in lieu of taking other steps available in
26 such situation, may direct that the transcription of the questions and answers be marked
27 as CONFIDENTIAL or HIGHLY CONFIDENTIAL. Counsel for the person whose
28 Confidential or Highly Confidential information is involved may also request that all

1 persons other than the reporter, counsel, and individuals otherwise authorized under this
2 Protective Order leave the deposition room during the confidential portion of the
3 deposition.

4 b. At the deposition of a third party, such third party may be shown any
5 document or other material designated as CONFIDENTIAL or HIGHLY
6 CONFIDENTIAL, provided that: (i) the third party authored, created, received, or
7 knows of the document or other material; (ii) per the agreement of the parties, the third
8 party **agrees to be** made subject to this Order by executing the Declaration attached
9 hereto as Exhibit A **or a comparable version thereof**; or (iii) counsel at the deposition
10 agree **on the record or in writing**.

11 c. Any person may prepare for, or be examined as a witness at, a deposition,
12 hearing, or trial, with Designated Material that such person had lawfully received or
13 authored prior to and apart from this action, or is otherwise authorized to receive under
14 the terms of this Order.

15 d. All deposition testimony and transcripts, rough or final, shall be treated as
16 “HIGHLY CONFIDENTIAL” for a period of thirty (30) calendar days from the date on
17 which the court reporter first transmits a final transcript to any Producing Person or
18 Party. During the 30-day (or other agreed) period by written notice to all counsel, the
19 Producing Person or Party may indicate by specific reference the testimony to be
20 designated confidential and the type of designation, following which all copies of a
21 transcript containing deposition testimony so designated shall be marked and treated
22 accordingly. Thereafter, unless otherwise agreed by the parties or designated by a
23 Producing Person or Party as CONFIDENTIAL or HIGHLY CONFIDENTIAL within
24 those thirty (30) days, such testimony and transcripts shall be treated only as Discovery
25 Material under the provisions of paragraph 1 of this Order.

26 **8. Designated Confidential Information Submitted for Filing Under Seal**

27 a. The parties shall file all confidential materials and briefs and other papers
28 referencing confidential information with the Court in accordance with all local rules.

1 Confidential materials and briefs and other papers referencing confidential information
2 shall be filed **submitted for filing** under seal **in accordance with** L.R. 79-5.1. The
3 parties shall serve the opposing counsel via hand delivery or email complete copies of
4 materials that it proposes to file in redacted or sealed form. Such documents shall be
5 provided to the Court, along with the courtesy copy of the motion for leave **to file**
6 **under seal**, for in camera review to permit the Court to determine whether to permit the
7 filing of the restricted documents **under seal**.

8 b. Upon entry of an appropriate court order, counsel may file documents as
9 restricted in accordance with all local rules. Counsel for the parties are ordered to retain
10 copies of all documents containing confidential information which are provided in
11 discovery under the protective order. Documents containing confidential information
12 shall be **submitted for filing under seal in accordance with L.R. 79-5.1**. The
13 producing party shall maintain the original documents intact for any further review.
14 Where appropriate, copy of a pleading, motion, or other document with confidential
15 information redacted to leave an identified designated blank space in the pleading,
16 motion, or other document shall also be electronically filed with the Clerk of the Court
17 for the record.

18 c. It is the Producing Person's burden to establish to the Court's satisfaction
19 that a document containing designated confidential information should be filed as a
20 restricted document. If the Court denies the motion for leave to file a document under
21 seal, the party seeking to file such document may do so, notwithstanding the restrictions
22 of this protective Order, provided that the Producing Party was given notice of the
23 documents to be **submitted for filing** under seal pursuant to a properly filed motion for
24 leave to file restricted documents.

25 d. Should a party fail to properly **submit** a document or pleading with
26 designated confidential information **for filing** under seal as required under this
27 Protective Order, any party who in good faith believes that filing under seal was
28 required may request that the filing party correct the filing so that such documents are

1 **requested to be** placed under seal. In the event that the parties are unable to agree on
2 the filing of a document or pleading under seal, a party may seek leave of court to seal
3 such documents or pleadings.

4 e. Nothing in this Order precludes a party from seeking leave of court to
5 **conduct** a particular Court hearing or judicial proceeding [] in camera or otherwise
6 outside the presence of persons who are not Qualified Persons under this Protective
7 Order, and **to designate** any transcript relating thereto [] as confidential.

8 **9. Inadvertent Disclosure of Privileged Materials**

9 Federal Rules of Civil Procedure 26(b)(5)(B) and Federal Rule of Evidence 502
10 shall govern any inadvertent production of privileged materials. The receiving party
11 shall, within ten (10) business days of the discovery of the inadvertent production, give
12 written notice of such claim to the receiving party or parties and request that the
13 discovery material, and all copies thereof be returned to the Producing Person or
14 destroyed. Upon notice that a document or item containing privileged information has
15 been produced, the producing party shall promptly notify the receiving parties of the
16 claim of privilege and the basis for it. Within ten (10) business days after receipt of a
17 notice that a document or item containing privileged information has been produced, the
18 receiving party shall return, sequester or destroy the document or item, and all copies
19 thereof, until the claim has been resolved, even if the party disputes the underlying
20 privilege. To the extent that the information contained in the document or item has
21 already been used or described in other documents generated or maintained by a
22 receiving party, the receiving party shall take steps promptly to retrieve and sequester
23 such documents until the privilege claim has been resolved. If a receiving party
24 disclosed the information before being notified of its inadvertent production, the
25 receiving party shall take reasonable steps to retrieve that information until the privilege
26 claim has been resolved. A party's return of allegedly privileged materials is without
27 prejudice to its right to seek a judicial determination of that privilege claim.
28

1 **10. Disclosure of Documents Pursuant to Law, Regulation, Order or Rule**

2 A party in receipt of documents or information designated CONFIDENTIAL or
3 HIGHLY CONFIDENTIAL who is requested or required to disclose the document or
4 information pursuant to any law, regulation, order, or rule of any governmental
5 authority, (a) shall notify the person or entity who originally disclosed/produced the
6 designated confidential information in writing within ten (10) business days prior to any
7 applicable deadline under any Federal rule or regulation or thirty (30) days after the
8 party's receipt of the request, whichever is earlier, and (b) if the person or entity who
9 originally disclosed/produced the information objects to the production of such
10 documents or information, provide a written response to the subpoena or other process
11 containing a statement to that effect. The original disclosing/producing person or entity
12 shall promptly notify the party requested to make disclosure of the intentions of the
13 original disclosing/producing party with respect to the requested disclosure. Further, the
14 original disclosing/producing person or entity shall have the burden of defending against
15 such subpoena, process or order. The party receiving the subpoena or other process
16 shall be entitled to comply with it except to the extent the original disclosing/producing
17 person or entity is successful in obtaining an order modifying or quashing it. Nothing
18 set forth herein shall be deemed or construed to require any party to violate any
19 subpoena, governmental or court order, or any applicable law.

20 **11. Termination of Litigation**

21 Within ninety (90) days of the final disposition of this action, whether by
22 judgment and exhaustion of all appeals, or by settlement, the attorneys of record:

23 a. shall destroy or return to the disclosing party, or its attorney of record, all
24 documents designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL in their
25 possession, custody, or control or in the possession, custody or control of their staff;

26 b. shall insure that all designated confidential information in the possession,
27 custody, or control of their experts is destroyed or returned to the disclosing party or
28 person, or its attorney of record; and

1 c. shall consent to the Court's destruction of designated confidential
2 information, and if the Court is not willing to destroy such designated confidential
3 information, then **request to** withdraw from the Court all designated confidential
4 information filed, lodged, or otherwise delivered to the Court under seal pursuant to this
5 Protective Order.

6 d. Notwithstanding any of the foregoing, outside litigation counsel for the
7 parties may retain copies of the following documents that may contain or reference
8 designated confidential information: transcripts and exhibits from depositions, court
9 hearing transcripts and/or trial transcripts, pleadings or exhibits filed with the Court,
10 declarations, affidavits, memoranda, and or correspondence.

11 e. If designated confidential information is destroyed pursuant to []
12 paragraphs **11a or 11b** of the Protective Order, the person destroying such material shall
13 certify in writing to the Producing Person that such destruction has taken place.

14 **12. Violation of This Protective Order**

15 If anyone violates or threatens to violate the terms of this Order, the parties agree
16 that the aggrieved party may apply immediately to obtain injunctive relief against any
17 such violation or threatened violation, and if the aggrieved party shall do so, the
18 respondent, subject to the provisions of this Order, shall not employ as a defense to the
19 requested injunction any claim that the aggrieved party possesses an adequate remedy at
20 law. **However, nothing in this Order relieves the parties of their obligation to**
21 **proceed in accordance with the governing law and local rules (e.g., to establish**
22 **adequate cause for proceeding on an expedited basis).**

23 **13. Binding Nature of Protective Order**

24 a. This Protective Order shall be binding on the parties upon execution by
25 counsel **of the accompanying stipulation**, regardless of whether or when the Court
26 enters the Protective Order, provided however that if the Court revises the Protective
27 Order, then the Court's version will control.

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

KIM LAUBE & COMPANY, INC., a
California corporation; and KIM
LAUBE, an individual,

Plaintiffs,

v.

WAHL CLIPPER CORPORATION,
an Illinois corporation, DOES 1-10,
Inclusive,

Defendants.

AND RELATED COUNTERCLAIM

WAHL CLIPPER CORPORATION,
an Illinois corporation,

Counter-Plaintiff,

v.

KIM LAUBE, an individual; and
JACQUELINE LAUBE, an individual,

Counter-Defendants.

Case No. 2:09-cv-00914 JAK (JCx)

DECLARATION

[PROTECTIVE ORDER]

Case No. 2:12-cv-00106 JAK (JCx)

1 I, _____, declare as follows:

2 1. I have been retained by _____ as an expert or consultant in connection with the
3 above captioned litigation. I will be receiving Confidential and/or Highly Confidential information
4 that is covered by the attached Protective Order, dated August 10, 2012. I have read the Protective
5 Order entered in this matter and understand that the Confidential and Highly Confidential information
6 is provided pursuant to the terms and conditions in that order.

7 2. I agree to be bound by the terms of the Court's Protective Order in all respects. I agree
8 to use the Confidential and Highly Confidential information solely for the purposes of this case. I
9 understand that neither the Confidential and Highly Confidential information nor any notes concerning
10 that information may be disclosed to anyone that is not bound and authorized to receive the same by
11 the Court's protective order, unless otherwise ordered. I agree to return the Confidential and Highly
12 Confidential information and any notes concerning that information to counsel for
13 _____ or to destroy the information and any notes at one of their attorney's request.

14 3. I understand that unauthorized disclosure of documents and information designated as
15 CONFIDENTIAL or HIGHLY CONFIDENTIAL may constitute contempt of court.

16 4. I consent to the exercise of personal jurisdiction by the United States District Court for
17 the Central District of California for the purposes of enforcing the Protective Order, including without
18 limitation any contempt of court proceedings.

19 5. I affirm that (circle one): Except in connection with the above captioned litigation: [I
20 am] [I am not] otherwise employed in any capacity by any of the parties (including their affiliates,
21 predecessors-in-interest, or successors-in-interest) or their respective counsel.

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

23
24 Dated: _____

Signature

Name

28