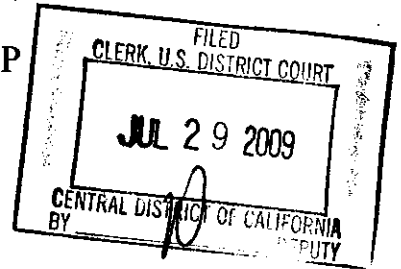


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NOTE CHANGES MADE BY THE COURT

6 Attorneys for Plaintiffs

8 UNITED STATES DISTRICT COURT

9 FOR THE CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

10 DAVID MANDEL, an individual;
11 REZA ROFOUGARAN, an individual;
12 CARLCOM INVESTMENTS, LTD., a
13 Canadian Corporation; JUDICREST
14 HOLDINGS, INC., a Canadian
15 Corporation; ROSSFIELD
16 INVESTMENTS, LTD., a Canadian
17 Corporation,

14 Plaintiffs,

15 vs.

16 STATE STREET BANK AND TRUST
17 COMPANY, a Delaware Corporation;
18 and Does 1 to 10, inclusive,

18 Defendants.

19 STATE STREET BANK AND TRUST
20 COMPANY, a Delaware Corporation,

21 Counter-Claimant,

22 vs.

23 DAVID MANDEL, an individual;
24 REZA ROFOUGARAN, an individual;
25 CARLCOM INVESTMENTS, LTD., a
26 Canadian Corporation; JUDICREST
27 HOLDINGS, INC., a Canadian
28 Corporation; ROSSFIELD
29 INVESTMENTS, LTD., a Canadian
30 Corporation,

Counter-Defendants

CASE NO. 09-cv-01797 SJO – SS

**[PROPOSED] ORDER GRANTING
JOINT STIPULATED
PROTECTIVE ORDER**

Trial Date:

February 23, 2010

All future discovery filings shall
include the following language
on the cover page:
"[Referred to Magistrate Judge
Suzanne H. Segal]"

1 THE COURT, HAVING READ THE STIPULATION OF THE PARTIES,
2 AND GOOD CAUSE APPEARING THEREFORE, NOW ORDERS AS
3 FOLLOWS:

4 1. The following procedure shall govern the production of all materials
5 during discovery in this action by any Party (the words "Party" or "Parties" are used
6 herein to refer to Plaintiffs David Mandel, Reza Rofougaran, and Carlcom
7 Investments, Ltd., Former Plaintiffs Judicrest Holdings, Inc. and Rossfield
8 Investments, Ltd., as well as Defendant State Street Bank and Trust) including, but
9 not limited to, answers to interrogatories and requests for admissions, all documents
10 produced by Parties or third parties, responses to subpoenas duces tecum, deposition
11 testimony, and information contained therein, and information provided during any
12 settlement discussions (hereinafter collectively the "Discovery Materials") that are
13 *and* designated as "CONFIDENTIAL" pursuant to this Protective Order, including all
14 copies, excerpts, summaries and information derived from them (collectively,
15 "Confidential Materials").

16 2. Any Party or third party producing Discovery Materials may designate
17 Discovery Materials as "CONFIDENTIAL."

18 2.1 As a general guideline, information or materials designated as
19 "CONFIDENTIAL" shall be *those things* that may be disclosed to the Parties for the
20 purposes of this litigation, but which must be protected against disclosure to third
21 parties.

22 3. Any Party or third party who produces documents or computer media
23 or gives testimony in this action may designate information as "CONFIDENTIAL"
24 or in the following manner:

25 3.1 Designation of Documents: Any "document" (defined herein as
26 including, but not limited to exhibits, documents and things, including prototypes
27 and samples, answers to discovery such as interrogatories and responses to requests
28 for admission, motions, briefs, memoranda, deposition or hearing transcripts and

1 oral answers to deposition questions, and copies of any of the foregoing) produced
2 or given by any Party during discovery, hearings or trial in this case which sets forth
3 or contains any “CONFIDENTIAL” information (as defined above) may be
4 designated by a Party or other producing party with the notation that it is
5 “CONFIDENTIAL” as appropriate. The notation “CONFIDENTIAL” shall be
6 placed on every page of each document so designated. Documents that have been
7 designated “CONFIDENTIAL” by agreement of the parties prior to the date of entry
8 of this Order shall be deemed designated as Confidential Materials within the
9 meaning of this paragraph regardless of whether such documents have been
10 physically marked “CONFIDENTIAL.”

11 3.2 Designation of Electronically Stored Information: Any
12 “CONFIDENTIAL” electronically stored information produced on magnetic disks
13 or other computer-related media may be designated as such by labeling each disk
14 “CONFIDENTIAL” prior to production. Electronic or native documents or
15 information shall be similarly labeled where practicable, and where not practicable,
16 written notification by a producing Party that it is producing Discovery Materials as
17 Confidential Materials shall suffice for treatment as provided herein for such
18 categories. In the event a receiving Party generates any “hard copy” or printout
19 from any such disks, or from any such electronic or native documents or
20 information, that Party must immediately stamp each page “CONFIDENTIAL” as
21 appropriate and the hard copy or printout shall be treated as provided herein for such
22 categories.

23 3.3 Designation of Deposition Testimony: Deposition testimony
24 may be designated “CONFIDENTIAL” by oral designation on the record, or within
25 twenty (20) days after the transcript of such deposition is made available to the
26 designating Party. The person making the designation shall instruct the court
27 reporter to separately bind the portions of the deposition transcript so designated,
28 and to stamp the words “CONFIDENTIAL” on each page of the transcript as

1 appropriate. Pending expiration of this twenty (20) day period, all Parties shall treat
2 the testimony and exhibits as if such materials had been designated as
3 “CONFIDENTIAL.”

4 3.4 For information produced in or on any other tangible items: that
5 the Producing Party affix in a prominent place on the exterior of the item in which
6 the information is stored the words “CONFIDENTIAL”

7 4. A Party may, at any time, serve written notice of its objections to the
8 designation of any Discovery Materials as Confidential Materials. The Parties shall
9 then informally attempt to resolve their dispute. If they are unable to do so, the
10 Party challenging the designation may bring a ^{PURSUANT TO LOCAL RULE 37} motion for an order that the
11 Discovery Materials at issue not be so designated. During the pendency of the SEA
12 motion, the Discovery Materials at issue shall be treated in accordance with their
13 designation.

14 5. “CONFIDENTIAL” Materials shall be used solely for the purposes of
15 this litigation and shall not be used for any business or other purpose. The
16 restrictions on use of Confidential Materials set forth in this Order shall survive the
17 conclusion of the litigation, and, after conclusion of this litigation, the Court shall
18 retain jurisdiction for the purpose of enforcing this Order. Confidential materials
19 may be disclosed to:

20 5.1 Any attorney acting as counsel of record in this action, or
21 retained or employed by any of the Parties, including in-house counsel of any Party;

22 5.2 Paralegal, stenographic, clerical, secretarial personnel and
23 outside copying services regularly employed by counsel listed in (a) above;

24 5.3 Court personnel, including stenographic reporters engaged in
25 such proceedings as are necessarily incident to preparation for trial and trial of this
26 action; and

27 5.4 Any consultant or expert, not including a Party to this action,
28 retained in connection with this action, provided that each such person first

1 acknowledges in writing, under oath, that he or she has read this Order and agrees to
2 be bound by its terms. This acknowledgment shall be made by execution of the
3 Undertaking attached to this Order as Exhibit A. All such written acknowledgments
4 shall be maintained by counsel making the disclosure of the Confidential Materials,
5 and shall be provided to the opposing Party's counsel at the conclusion of this
6 action.

7 5.5 A Party, any officer, director, employee or former employee of a
8 Party, or to any officer, director, employee or former employee of a parent,
9 subsidiary or affiliate of a Party, disclosure to whom counsel believes in good faith
10 is necessary to assist in the prosecution or defense of this action.

11 6. Nothing contained in this Order shall preclude any Party at deposition
12 from showing any Confidential Materials or disclosing information derived
13 therefrom to any deponent where the deposing Party holds a good faith belief that
14 the Confidential Materials are reasonably related to the deponent's testimony.

15 7. If any pleadings, documents, materials or exhibits using, referring to or
16 incorporating "CONFIDENTIAL" materials, are submitted to the Court for
17 consideration in relation to a motion or other filing, the designating party shall be
18 entitled to file an assented-to application to file the documents under seal in
19 accordance with Local Rule 79-5.1, setting forth an appropriate legal basis (e.g.,
20 good cause, compelling reason, etc.) for sealing the documents from the public
21 record. The lodging party shall give the designating party no fewer than three
22 business days notice of its intention to lodge confidential documents, listing the
23 documents to be lodged. Upon request from the designating party, the lodging party
24 shall lodge such documents with the Clerk of the Court in a sealed envelope
25 designated "Confidential – Subject to Protective Order" on its face. The designating
26 party may waive the status of CONFIDENTIAL information at any time by written
27 notice or electing to file such documents without sealing.

28 8. This Order, the fact of its adoption or entry, and any provision of this

1 Order or form attached to this Order, shall not be admissible for any purpose of this
2 litigation, except to the extent necessary to enforce the terms of this Order.

3 9. Nothing in this Order (a) restricts the introduction at trial of any
4 documents, testimony, or other evidence; (b) restricts the use of information
5 obtained from sources other than discovery, motion practice, or voluntary disclosure
6 of information by any Party conducted under the terms of this Order; or (c) prevents
7 disclosure beyond the terms of the Order if the Party designating the Confidential
8 Materials consents to such disclosure, or if the Court orders such disclosure.

9 10. A Party's use for any purpose of its own documents and other things,
10 which it produces or discloses in this action, shall not be considered a violation of
11 the Order.

12 11. No Party shall be responsible to another Party for any use made of
13 information produced and not identified by the producing party as Confidential
14 Materials in accordance with the provisions of this Stipulated Protective Order.

15 12. The inadvertent or unintentional disclosure by the producing Party of
16 Confidential Materials shall not be deemed a waiver, in whole or in part, of the
17 confidential nature of such material, and, if so designated at any time, the
18 Confidential Materials so disclosed shall be governed by, and subject to, the terms
19 of this Order.

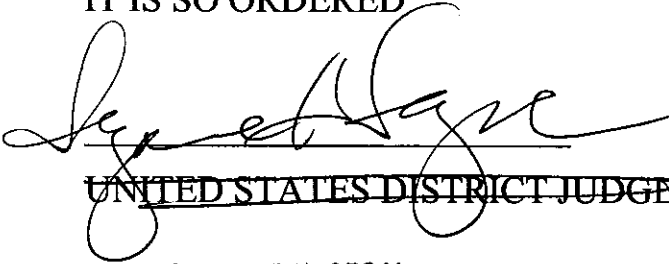
20 13. Should any person bound hereby receive a subpoena, document
21 request, civil investigation demand, or other process from a third party that may be
22 construed to require the disclosure of Confidential Materials in any form, said
23 person shall give notice immediately to the Party who designated the information
24 that is sought.

25 14. The procedures set forth herein shall not affect the rights of the Parties
26 to object to discovery on the grounds other than those related to the confidentiality
27 of the documents, nor shall it relieve a Party of the necessity of proper responses or
28 objections to discovery requests, nor shall it preclude any Party from seeking further

1 relief or protective orders from the Court as may be appropriate.

2 15. Within sixty (60) days after the termination of this litigation and the
3 expiration of the time for appeal, all originals and copies of any documents
4 containing Confidential Materials, shall be returned to the Party who produced such
5 documents or destroyed, unless that Party otherwise agrees in writing.
6 Notwithstanding the foregoing, litigation counsel for each Party shall be entitled to
7 maintain one copy of all Confidential Materials for their respective files.

8
9 IT IS SO ORDERED

10 

11
12 ~~UNITED STATES DISTRICT JUDGE~~

13 SUZANNE H. SEGAL

14
15
16
17 DATED July 29, 2009

18 All future discovery filings shall
19 include the following language
20 on the cover page:
21 • [Referred to Magistrate Judge
22 Suzanne H. Segal] •
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