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NOTE: CHANGES MADE BY THE COURT

11 Attorneys for Plaintiff Sheri H. Gilbert

12 **UNITED STATES DISTRICT COURT**  
 13 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

14 Sheri H. Gilbert, an individual,  
 15 Plaintiff,  
 16 v.

CASE NO. 2:09-cv-02231 RGK (RZ)  
 (The Honorable R. Gary Klausner)

**[PROPOSED] PROTECTIVE  
 ORDER  
 DISCOVERY MATTER**

[Fed. R. Civ. P. 26(c); L.R. 7-1]

The Honorable Ralph Zarefsky  
 (U.S. Magistrate Judge)

17 NEW LINE PRODUCTIONS, INC., a  
 California Corporation; NEW LINE  
 18 HOME ENTERTAINMENT, INC., a  
 New York Corporation; NEW LINE  
 19 INTERNATIONAL RELEASING,  
 INC., a California Corporation; NEW  
 20 LINE TELEVISION, INC., a California  
 Corporation; NEW LINE CINEMA  
 21 CORPORATION, a Delaware  
 Corporation; TURNER  
 22 BROADCASTING SYSTEM, INC., a  
 Georgia Corporation; WARNER  
 23 HOME VIDEO INC., a Delaware  
 Corporation; WARNER BROS. HOME  
 24 ENTERTAINMENT, INC., a Delaware  
 Corporation, formerly d/b/a Warner  
 25 Home Video, Inc.; WARNER BROS.  
 ENTERTAINMENT INC., a Delaware  
 26 Corporation; WARNER  
 COMMUNICATIONS INC., a  
 27 Delaware Corporation; TIME  
 WARNER, INC., a Delaware  
 28 Corporation; BENDER-SPINK, INC., a

Date Discovery  
 Re-Opened: April 5, 2010  
 Trial Date: September 7, 2010

1 California Corporation; CHRIS  
2 BENDER, individually and as an agent  
3 of Bender-Spink, Inc.; J.C. SPINK,  
4 individually and as an agent of Bender-  
5 Spink, Inc.; SPRING CREEK  
6 PRODUCTIONS, INC., a California  
7 Corporation; PAULA WEINSTEIN,  
8 individually and as an agent of Spring  
9 Creek Productions, Inc.; AVERY PIX,  
10 INC., a California Corporation;  
11 AVERY PRODUCTIONS, INC., a  
12 California Corporation; KUMAR  
13 MOBILIENGESELLSCHAFT MBH &  
14 CO. PROJEKT NR. 1 KG, a German  
15 Company; MICHAEL FLYNN;  
16 NUYORICAN PRODUCTIONS, INC.,  
17 a California Corporation; JULIO  
18 CARO; ROBERT LUKETIC;  
19 FIRECRACKER PRODUCTIONS,  
20 INC., a California Corporation; ANYA  
21 KOCHOFF, a/k/a Anya Kochoff  
22 Romano, f/k/a Anya Kochoff Landes,  
23 individually and as an agent of  
24 Firecracker Productions, Inc.;  
25 WRITTEN IN STONE, INC., a  
26 California Corporation; RICHARD  
27 LAGRAVENESE, individually and as  
28 an agent of Written in Stone, Inc.;  
JANE FONDA; JENNIFER LOPEZ,  
individually and as an agent of  
Nuyorican Productions, Inc.;  
MICHAEL VARTAN; WANDA  
SYKES; MIGUEL A. NUNEZ, JR.;  
VILLAGE ROADSHOW PICTURES  
ENTERTAINMENT INC., a Delaware  
Corporation; VILLAGE ROADSHOW,  
LTD, an Australian Corporation;  
SANTA FE PRODUCTIONS NV, a  
Belgian Public Limited Liability  
Company, d/b/a Paradiso  
Entertainment; PARADISO  
ENTERTAINMENT NEDERLANDS  
BV, a Dutch Private Limited Company;  
PARADISO HOME  
ENTERTAINMENT, a Dutch  
Company; ENTERTAINMENT FILM  
DISTRIBUTORS LTD, a British  
Corporation; METROPOLITAN  
FILMEXPORT, a French Corporation;  
CW MEDIA, INC., a Canadian  
Corporation, f/k/a Alliance Atlantis  
Communications Inc., d/b/a Motion  
Picture Distribution LP; CW MEDIA  
SALES INC./CW VENTES MEDIA  
INC., a Canadian Corporation;

1 CANWEST GLOBAL  
2 COMMUNICATIONS CORP., a  
3 Canadian Corporation; ALLIANCE  
4 FILMS, INC., a Canadian Corporation,  
5 f/k/a Alliance Atlantis Communications  
6 Inc., d/b/a Motion Picture Distribution  
7 LP; YLEISRADIO OY, a/k/a YLE, a  
8 Finnish Company; FS FILM OY, a  
9 Finnish Company; DISTRIBUTION  
10 COMPANY, S.A., an Argentinean  
11 Company; THE ENDEAVOR  
12 AGENCY, LLC, a Delaware Limited  
13 Liability Company; ADRIANA  
14 ALBERGHETTI, individually and as an  
15 agent of the Endeavor Agency, LLC;  
16 THE INDEPENDENT FEATURE  
17 PROJECT, INC., a New York  
18 Corporation; FILM INDEPENDENT,  
19 INC., a California Corporation, f/k/a  
20 Independent Feature Project/West; and  
21 DOES 1 through 10, inclusive,

22 Defendants.

23  
24 **NOTE: CHANGES HAVE BEEN**  
25 **MADE TO THIS DOCUMENT**  
26  
27  
28

1 **PROTECTIVE ORDER**

2 Plaintiff Sheri H. Gilbert (“Plaintiff”) and the Thirty-Four Defendants<sup>1</sup>  
3 (collectively, the “Parties”), through their counsel of record, hereby stipulate to and  
4 jointly request that the Court enter a Protective Order as follows:

5 A. Confidential Information. Writings (as that term is defined in Rule  
6 1001 of the Federal Rules of Evidence) produced in discovery by any party to this  
7 litigation, and/or by third parties in response to document or deposition subpoenas,  
8 may be designated in whole or in part by any party or third party as  
9 “CONFIDENTIAL,” pursuant to this Protective Order if such writings contain the  
10 information listed in paragraph B below, ~~trade secret information, personal financial~~  
11 ~~information, personal address or telephone information, or other information over~~  
12 ~~which the producing party has a reasonable expectation of privacy, secrecy or~~  
13 ~~confidentiality~~, provided that any third party making such designation agrees to be  
14 bound by the terms of this Protective Order. Additionally, any party or third party  
15 witness may, for the same reasons, designate deposition testimony as  
16 “CONFIDENTIAL” stating on the record that a deposition or portion thereof shall  
17 be treated as confidential, or may make such designation sometime thereafter,  
18 provided that any third party making such designation agrees to be bound by the

19 \_\_\_\_\_  
20 <sup>1</sup> The Thirty-Four Defendants are: Adriana Alberghetti; Avery Pix, Inc.; Chris  
21 Bender; Bender-Spink, Inc.; CW Media Inc.; Julio Caro; Distribution Company  
22 Argentina, S.A.; Firecracker Productions, Inc.; Michael Flynn; Jane Fonda; Anya  
23 Kochoff; Kumar Mobiliengesellschaft mbH & Co. PROJEKT NR. 1 KG; Richard  
24 Lagravenese; Jennifer Lopez; Robert Luketic; New Line Cinema Corporation; New  
25 Line Home Entertainment, Inc.; New Line International Releasing, Inc.; New Line  
26 Productions, Inc.; New Line Television, Inc.; Nuyorican Productions, Inc.; J.C.  
27 Spink; Spring Creek Productions, Inc.; Wanda Sykes; The Endeavor Agency, LLC;  
28 Time Warner Inc.; Turner Broadcasting System, Inc.; Michael Vartan; Warner Bros.  
Entertainment Inc.; Warner Bros. Home Entertainment Inc.; Warner  
Communications Inc.; Warner Home Video Inc.; Paula Weinstein; and Written In  
Stone, Inc.

1 terms of this Protective Order. Writings designated as “CONFIDENTIAL” and/or  
2 testimony designated as “CONFIDENTIAL,” and all information derived therefrom,  
3 shall be treated as “Confidential Information” pursuant to the provisions set forth  
4 below, for the purposes of discovery and the filing of non-dispositive and case-  
5 dispositive motions.

6       B.     Subject Matter of Confidential Information. “Confidential  
7 Information” includes the following two (2) categories of information : (1)  
8 information identified as private, such as social security numbers, financial account  
9 numbers, home addresses, and materials regarding the private family matters of one  
10 of the writers of *Monster-in-Law* (such as the circumstances of her divorce); and (2)  
11 non-public, commercially sensitive and confidential contracts for the movie  
12 *Monster-in-Law* because such contracts contain private and competitive salary  
13 information, tax identification numbers and social security numbers. As for the  
14 second category identified, such documents may be marked “CONFIDENTIAL” if  
15 the marking or requesting party reasonably believes: (1) the information contains  
16 confidential proprietary information; or (2) disclosure of such commercially  
17 sensitive information could reasonably harm competitive advantage, or foster a  
18 competitive disadvantage; or (3) the disclosure of such confidential information  
19 could impair or disrupt future or current business relationships.

20       C.     Designation of Confidential Information. All copies and each page of  
21 writings or deposition testimony containing Confidential Information must be  
22 marked “CONFIDENTIAL.”

23             1.     If a party wishes to designate testimony or an exhibit as  
24 “CONFIDENTIAL” during the course of a deposition in this action, it shall do so by  
25 stating such designation on the record.

26             2.     The “CONFIDENTIAL” designation shall constitute a  
27 representation by counsel for the party or third party making the designation that the  
28 designated writings or deposition testimony constitute Confidential Information as

1 set forth in paragraphs A and B of this Protective Order.

2           3.     A party or third party that inadvertently fails to mark an item as  
3 “CONFIDENTIAL” shall have ten (10) days after the discovery of the inadvertent  
4 production to so mark the item, except that with respect to all items produced but  
5 not publicly filed prior to the entry of this Protective Order, such items may be  
6 designated as “CONFIDENTIAL” within fifteen (15) days of the entry of the  
7 Protective Order and from such time will be treated as Confidential Information  
8 pursuant to this Protective Order. Such designation and notice thereof shall be made  
9 in writing, accompanied by substitute copies of any documents marked as  
10 “CONFIDENTIAL.”

11           D.     Objection to Designation of Confidential Information. If any party  
12 objects to the designation of any writing or deposition testimony as Confidential  
13 Information, and the objection cannot be resolved by agreement of counsel, the  
14 writing or deposition testimony shall be treated as Confidential Information and  
15 subject to this Protective order, unless otherwise ordered by the Court upon motion  
16 made by the objecting party pursuant to the applicable rules of procedure. The party  
17 designating writings or deposition testimony as Confidential Information shall bear  
18 that burden of proof on any such motion.

19           E.     Disclosure of Confidential Information. Subject to the further  
20 conditions imposed by this Protective Order, Confidential Information may be  
21 disclosed, summarized, described, characterized, or otherwise communicated or  
22 made available in whole or in part only to the following persons and only for the  
23 purposes of and as is necessary for this litigation and shall not be used for any other  
24 purpose whatsoever:

25           1.     The Parties, and each of his or her or its agents and employees.

26           2.     Counsel for the parties and their support employees, all of whom  
27 shall be deemed bound by the terms of this Protective Order upon counsel’s  
28 signature.

1           3.     A court reporter transcribing any proceeding in this action and  
2 that person's support employees.

3           4.     The Court and its support employees.

4           5.     Consulting experts or expert witnesses who agree to be bound by  
5 the terms of this Protective Order, and the expert's support employees, who shall be  
6 deemed bound by the terms of this Protective Order upon their employer's  
7 signature.

8           6.     Witnesses or potential witnesses related to this action in  
9 proceedings before this Court, including depositions, provided, however, such  
10 witnesses may not be given a copy of any Confidential Information and may only be  
11 shown Confidential Information. Confidential Information may be attached as a  
12 deposition exhibit provided that no witness retains a copy of a deposition transcript  
13 that includes Confidential Information.

14           7.     Mock juries.

15           8.     A mediator, arbitrator, or other settlement officer who renders  
16 service in this action, and that persons' support employees.

17           9.     Such other persons as the Parties may agree or the Court may  
18 order.

19         F.     Acknowledgement Regarding Confidential Information. Prior to the  
20 disclosure of any Confidential Information to any individual described in paragraphs  
21 E(5)-(9), counsel for the party that has received and seeks to use or disclose such  
22 Confidential Information shall first provide a copy of this Protective Order, and  
23 shall cause the individual to execute, on a second copy which counsel shall  
24 thereafter retain, the following acknowledgment:

25           “I understand that I am being given access to Confidential Information  
26 pursuant to the foregoing Protective Order. I have read the Protective  
27 Order and agree to be bound by its terms with respect to  
28 the handling, use and disclosure of such Confidential Information.”

1 Dated: /s/

2 G. Return of Confidential Information. Upon the termination of this  
3 litigation, including any appeal pertaining thereto, all Confidential Information and  
4 all copies thereof shall be returned to the producing party, except that counsel shall  
5 be entitled to retain one copy of all documents produced, copies of all pleadings,  
6 briefs, declarations or other papers filed with the Court, all material which  
7 constitutes work product and such memoranda embodying Confidential Information  
8 to the extent necessary to preserve a file in this matter, so long as such materials are  
9 maintained in accordance with the provisions hereof, during and after the pendency  
10 of this litigation. All Confidential Information disclosed to any person or party  
11 pursuant to any provision hereof also shall be returned as set forth above.

12 H. Subpoena or Request for Confidential Information. If any party who  
13 receives Confidential Information receives a subpoena or other request seeking  
14 Confidential Information, he, she or it shall immediately give written notice to  
15 opposing counsel, identifying the Confidential Information sought and the time in  
16 which production or other disclosure is required, and shall object to the request or  
17 subpoena on the grounds of this Protective Order so as to afford opposing counsel  
18 an opportunity to obtain an order barring production or other disclosure, or to  
19 otherwise respond to the subpoena or other request for production or disclosure of  
20 Confidential Information.

21 I. Submission of Confidential Information to the Court. To the extent the  
22 submission of Confidential Information to the Court is necessary, the Parties shall  
23 proceed according to the procedures set forth in Local Rule 79-5 of United States  
24 District Court for the Central District. Consistent with Local Rule 79-5, the party  
25 seeking to submit the Confidential Information shall submit an application, a  
26 proposed order, and the Confidential Information for filing under seal, and may file  
27 the Confidential Information under seal only if the Court so orders.

28 J. Limitations of Protective Order. Notwithstanding any other provision



1 herein, and without prejudice to the right of any person to seek any additional  
2 protective order or modification of this Protective Order, this Protective Order is not  
3 intended to be and shall not be construed as (1) a ruling on the admissibility of any  
4 Confidential Information; (2) a waiver of any objection to the production or use of  
5 any Confidential Information on grounds of privacy, relevance, confidentiality,  
6 privilege, undue burden, authenticity, foundation, admissibility or otherwise; (3) a  
7 ruling requiring the production of any Confidential Information; (4) a limitation on  
8 the right of any party to disclose Confidential Information to any person who  
9 authored the Confidential Information.

10 K. Additional Protective Order(s). This Protective Order shall be without  
11 prejudice to the right of the parties to this litigation to present a motion to the Court  
12 for a separate protective order or for modification of this Protective Order pursuant  
13 to the applicable rules of procedure.

14  
15 DATED: June 3, 2010

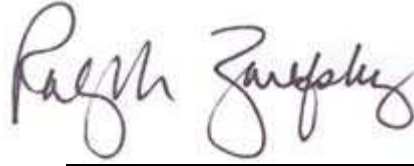
WHITE O'CONNOR FINK & BRENNER LLP  
Lee S. Brenner  
Allison S. Brehm  
By /s/ Allison S. Brehm  
Allison S. Brehm  
Attorneys for Thirty-Four Defendants

16  
17  
18  
19 DATED: June 3, 2010

SINGER & GARTEISER  
Randall T. Gareiser  
By /s/ Randall T. Gareiser  
Randall T. Gareiser  
Attorneys for Plaintiff Sheri H. Gilbert

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22  
23 **SO ORDERED, with the additional caveat that this Order shall not govern the**  
24 **use of materials either in connection with dispositive motions or at trial. If the**  
25 **parties desire additional protection at those times, they must apply separately**  
26 **to the judicial officer who will preside over those proceedings.**  
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1 DATED: June 03, 2010



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4 Ralph Zarefsky  
5 U.S. Magistrate Judge

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