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5 Attorneys for Plaintiffs,  
6 LA PRINTEX INDUSTRIES, INC.

7  
8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

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11 LA PRINTEX INDUSTRIES, INC. ) Case No. CV09-3154 JFW (RCx)  
12 ) Honorable John F. Walter  
13 Plaintiffs, ) Complaint Filed: May 4, 2009  
14 )  
14 v. ) **[PROPOSED] PROTECTIVE ORDER**  
15 )  
15 ALL ACCESS APPAREL, INC. d/b/a ) [Filed Concurrently With Stipulation For  
16 SELF ESTEEM; and DOES 1 through ) Protective Order]  
17 10, inclusive, )  
18 Defendants. ) **NOTE: CHANGES MADE BY THE COURT**  
19 \_\_\_\_\_ )

20 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

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22 BASED UPON THE STIPULATION OF THE PARTIES, AND GOOD  
23 CAUSE APPEARING, IT IS HEREBY ORDERED that any person or party subject to  
24 this Order – including without limitation the parties to this action, their representatives,  
25 agents, experts and consultants, all third parties providing discovery in this action, and  
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1 all other interested persons with actual or constructive notice of this Order – shall  
2 adhere to the following terms:  
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4 1. **Overview:** Any person or party subject to this Order who receives from  
5 any other person or party any information of any kind provided in the course of  
6 discovery in the action (hereinafter “Discovery Material”) that is designated as  
7 “Confidential” and/or “Confidential/Attorneys’ Eyes Only” pursuant to the terms of this  
8 Order (hereinafter, the “Confidential Information” or “Confidential Discovery  
9 Material”) shall not disclose such Confidential Information to anyone else except as  
10 expressly permitted hereunder.  
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13 2. **Material Designated As “Confidential”:** The person or party disclosing  
14 or producing any given Discovery Material may designate as “Confidential” all or such  
15 portion of such Discovery Material as the disclosing party reasonably believes consists  
16 of Confidential Information , including but not limited to, any commercially sensitive  
17 and/or confidential financial or business information, such as purchase records, sales  
18 records, profitability reports, pricing methods, and confidential nonpublic contracts.  
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20 The parties, or some of them, request protection of such information on various  
21 grounds, which include but are not limited to, that said information is not ordinarily  
22 available to the public, that said information, if disclosed, could be harmful to the  
23 parties, or any of them, that said information, if disclosed, could be helpful to the  
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1 competitors of the parties, or any of them, and that said information therefore requires  
2 special protection from disclosure pursuant to F.R.C.P. 26(c).  
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4       3.     **Disclosure Of “Confidential” Materials:** No person or party subject to  
5 the Order other than the producing person or party shall disclose any of the Discovery  
6 Material designated by the producing person or party as “Confidential” to any other  
7 person whomsoever, except to:  
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9               (a)     the parties to this action and Protective Order, including their  
10 employees and former employees, provided that such former employee has executed a  
11 Non-Disclosure Agreement in the form annexed as Exhibit A hereto and further  
12 provided that such former employee has a need to know because of being a witness in  
13 this action;  
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16               (b)     in-house (or corporate) legal counsel, and outside attorneys retained  
17 specifically for this action, and fellow employees of each such attorneys’ law firms to  
18 whom it is reasonably necessary to disclose such Confidential Discovery Material;  
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20               (c)     its author, its addressee, and any other person indicated on the face  
21 of the document as having received a copy;  
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23               (d)     any employee or agent, or former employee or agent, of any sender  
24 or recipient of the document (e.g. where a Purchase Order from Company A to  
25 Company B is produced in litigation by Company A, said document may be disclosed to  
26 employees or agents of Company B under the terms of this Protective Order) provided  
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1 that such former employee has executed a Non-Disclosure Agreement in the form  
2 annexed as Exhibit A hereto and further provided that such former employee has a need  
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4 to know because of being a witness in this action.

5 (e) any person retained by a party to serve as an expert witness or  
6 otherwise providing specialized advice to counsel in connection with this action,  
7 provided such person has first executed a Non-Disclosure Agreement in the form  
8 annexed as an Exhibit hereto;  
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10 (f) stenographers engaged to transcribe depositions conducted in this  
11 action and their support personnel; and  
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13 (g) the Court and its support personnel;  
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15 (h) as required by law or court order upon notice to the designating  
16 party sufficiently in advance of such disclosure to permit it to seek a protective order.  
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18 4. **Material Designated As “Confidential/Attorneys’ Eyes Only”:** The  
19 person or party disclosing or producing any given Discovery Material may designate  
20 material as “Confidential/Attorneys’ Eyes Only” only if (a) the material meets the  
21 definition of Confidential, pursuant to Section 2 above, and (b) an opposing party is a  
22 direct competitor, or a potential direct customer of that party. A party may not mark  
23 documents as “Confidential/Attorneys’ Eyes Only” in order to keep the documents from  
24 any other party, if the two parties are represented by the same attorneys in this matter.  
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1           5.     **Disclosure Of “Confidential/Attorneys’ Eyes Only” Material:** No  
2 person or party subject to this Order other than the producing person or party shall  
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4 disclose any of the Discovery Material designated by the producing person or party as  
5 “Confidential/Attorneys’ Eyes Only” to any other person whomsoever, except to:

6                   a)     outside attorneys retained specifically for this action, and fellow  
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8 employees of each such attorneys’ law firms to whom it is reasonably necessary to  
9 disclose such Confidential Discovery Material;

10                   b)     outside experts and outside consultants (including their employees  
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12 or clerical assistants) who are employed, retained or otherwise consulted by a party or  
13 its attorneys for the purpose of analyzing data, conducting studies or providing opinions  
14 to assist, in any way, in this litigation and to whom it is reasonably necessary to disclose  
15 such Confidential Discovery Material, provided such person has first executed a Non-  
16 Disclosure Agreement in the form annexed as an Exhibit hereto;

17                   c)     the party producing said documents and persons affiliated with the  
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19 party producing said documents, including the producing party’s employees and former  
20 employees (provided such former employee has first executed a Non-Disclosure  
21 Agreement in the form annexed as an Exhibit hereto), during the time they are testifying  
22 in deposition or at trial, or in connection with written discovery requests;

23                   d)     Any employee or agent of any sender or recipient of the document  
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25 provided such person has first executed a Non-Disclosure Agreement in the form  
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1 annexed as an Exhibit hereto, (e.g. where a Purchase Order from Company A to  
2 Company B is produced in litigation by Company A, said document may be disclosed  
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4 to employees or agents of Company B under the terms of this Protective Order).

5 e) stenographers engaged to transcribe depositions conducted in this  
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7 action;

8 f) the Court and its support personnel and/or

9 g) as required by law or court order upon notice to the designating  
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11 party sufficiently in advance of such disclosure to permit it to seek a protective order.

12 6. **Deposition Transcripts:** With respect to the Confidential portion(s) of any  
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14 Discovery material other than deposition transcripts and exhibits, the producing person  
15 or party or that person's or party's counsel may designate such portion(s) as  
16 "Confidential" or "Confidential /Attorneys' Eyes Only" by stamping or otherwise  
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18 clearly marking as "Confidential" or "Confidential/Attorneys' Eyes Only" the protected  
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20 portion(s) in a manner that will not interfere with legibility or audibility. With respect  
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22 to deposition transcripts and exhibits, a producing person or party or that person or  
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24 party's counsel may indicate on the record that a question calls for Confidential  
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26 Information, in which case the transcript of the designated testimony shall be bound in a  
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28 separate volume and marked "Confidential Information Governed by Protective Order"  
by the reporter.

1           7.     **Documents Under Seal:** The designation of documents or information as  
2 “Confidential” or “Confidential/Attorneys’ Eyes Only” creates no entitlement to file  
3 such documents or information under seal. Civil Local Rule 79-5 sets forth the  
4 procedures that must be followed and reflects the standards that will be applied when a  
5 party seeks permission from the court to file materials under seal.  
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8           8.     **Separate Non-Disclosure Agreements:** Prior to any disclosure of any  
9 Confidential Discovery Material to any person referred to in paragraph 3a, 3b, 3d, 3e,  
10 5a, 5b, and/or 5c above, such person shall be provided by counsel with a copy of this  
11 Protective Order and shall sign a Non-Disclosure Agreement in the form agreed to by  
12 the Parties, stating that that person has read this Order and agrees to be bound by its  
13 terms. Said counsel shall immediately notify all parties through their counsel of all  
14 persons who have signed a Non-Disclosure Agreement, other than persons who are  
15 retained by a party to serve as an expert witness in this case, and retain each signed  
16 Non-Disclosure Agreement, hold it in escrow, and upon request produce it to opposing  
17 counsel either prior to such person being permitted to testify (at deposition or trial) or at  
18 the conclusion of the case, whichever comes first. At the time when expert witnesses  
19 are disclosed in this action the parties will notify each other of all persons serving as an  
20 expert witness who have signed a Non-Disclosure Agreement.  
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26           9.     **Failure To Designate:** If at any time prior to the trial of this action, a  
27 producing person or party realizes that some portion(s) of Discovery Material that such  
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1 person or party previously produced without limitation should be designated as  
2 “Confidential” and/or “Confidential /Attorneys’ Eyes Only”, they may so designate by  
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4 so apprising all parties in writing, and providing said parties with appropriately marked  
5 copies of said Discovery Material, where possible, and such designated portion(s) of the  
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7 Discovery Material will thereafter be treated as “Confidential” and/or  
8 “Confidential/Attorneys’ Eyes Only” under the terms of this Order. Inadvertent  
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10 production of a document which is later claimed to contain confidential or proprietary  
11 information shall not be deemed a waiver of the right to designate the documents as  
12 “Confidential” and/or “Confidential/Attorneys’ Eyes Only” provided that the producing  
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14 party asserts such designation of privilege or protection within 30 days of the discovery  
15 of such inadvertent production. This provision shall not prevent the parties from  
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17 asserting that any claimed designation does not exist or is inapplicable with respect to  
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19 such document.

19       **10. Designations In Good Faith:** “Confidential” and/or  
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21 “Confidential/Attorneys’ Eyes Only” material shall only include information which the  
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23 designating party in good faith believes will, if disclosed, have the effect of causing  
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25 harm to its competitive position. “Confidential” and/or “Confidential/Attorneys’ Eyes  
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27 Only” material shall not include information that (a) was, is or becomes public  
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29 knowledge, not in violation of this Protective Order or any other obligation of



1 confidentiality, or (b) was or is acquired from a third party having no direct or indirect  
2 obligation of confidentiality to the designating party.  
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4       **11.       Objections To Designations:** Any party who either objects to any  
5 designation of confidentiality, or who, by contrast, requests still further limits on  
6 disclosure (such as in camera review in extraordinary circumstances), may at any time  
7 prior to the trial of this action serve upon counsel for the designating person or party a  
8 written notice stating with particularity the grounds of the objection or request. If  
9 agreement cannot be reached promptly, counsel for the objecting party may seek  
10 appropriate relief from the Court in accordance with Local Rule 37 and the party  
11 asserting confidentiality shall have the burden of providing same. Should the Court  
12 determine a designation of confidentiality was not made or objected to in good faith the  
13 prevailing party may be entitled to recovery of reasonable attorney's fees and costs in  
14 connection with such Motion. If a party disagrees with or challenges the grounds or  
15 basis for the designation of any document or information as Confidential Material, that  
16 party nevertheless shall treat and protect such material as Confidential Material in  
17 accordance with this Protective Order unless and until all parties shall have agreed in  
18 writing, or an order of the Court shall have been entered, that provides that such  
19 challenged Confidential Material may be used or disclosed in a manner different from  
20 that specified for Confidential Material in this Protective Order.  
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1           12.     **Use At Trial:** Documents designated “Confidential” and/or  
2 “Confidential/Attorneys’ Eyes Only” may be used by any party without limitation at  
3 trial. However, any party who wishes to have such documents treated as “Confidential”  
4 and/or “Confidential/Attorneys’ Eyes Only” may renew their request for confidentiality  
5 before the trial judge at the status conference and/or through a motion in limine.  
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8           13.     **Continuing Jurisdiction:** This Court shall retain jurisdiction for 30 days  
9 after entry of Judgment or dismissal over all persons subject to this Order to the extent  
10 necessary to enforce any obligations arising hereunder or to impose sanctions for any  
11 contempt thereof.  
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13           14.     **Obligations Upon Termination Of Litigation:** This Protective Order  
14 shall survive the termination of the litigation. Within 30 days of the final disposition of  
15 this action, including all appeals, at the request of any of the parties, all Discovery  
16 Materials designated as “Confidential,” and/or “Confidential/Attorneys’ Eyes Only”  
17 and all copies thereof, that have not been annotated, illuminated or otherwise “marked-  
18 up” shall be promptly returned to the producing person or party within 30 days from  
19 such request or shall be destroyed. All documents marked “Confidential,” and/or  
20 “Confidential/Attorneys’ Eyes Only” that have been annotated, illuminated or otherwise  
21 “marked-up” shall not be returned, but shall be destroyed with the party who has  
22 destroyed such documents providing a certificate under oath regarding such  
23 destruction..  
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