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16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 EVEREST STABLES, INC., ) Case No. CV 09-09446 DSF (VBKx)  
19 )  
20 Plaintiff, )  
21 )  
22 vs. ) **STIPULATED PROTECTIVE**  
23 ) **ORDER REGARDING**  
24 ) **CONFIDENTIAL DOCUMENTS**  
25 ) **AND INFORMATION**  
26 )  
27 )  
28 )  
JULIO CANANI, individually and d/b/a/ )  
TARMA CORPORATION, ROGER )  
LICHT, ANTONIO CARLOS AVILA, )  
and GODOLPHIN RACING LLC )  
Defendants. )

WHEREAS, plaintiff Everest Stables, Inc. and defendants Julio Canani,

1 individually and d/b/a Tarma Corporation, Roger Licht, Antonio Carlos Avila and  
2 Godolphin Racing LLC (individually each a “Party” and collectively the  
3 “Parties”), believe that good cause exists for entry of this Stipulated Protective  
4 Order (the "Protective Order"); and

5 WHEREAS, the Parties have, through counsel, stipulated to entry of this  
6 Protective Order pursuant to Fed. R. Civ. P. 26(c) to prevent unnecessary  
7 disclosure or dissemination of Confidential Information;

8 IT IS HEREBY ORDERED that the following provisions of this Protective  
9 Order shall govern Confidential Information produced by a Party or its affiliates in  
10 the course of this civil action:

11 1. “Confidential Information” shall mean information and tangible  
12 things that the designating Party reasonably and in good faith believes contain: a)  
13 non-public proprietary information of one of the Parties, their affiliates, or a third  
14 party; and b) non-public financial information that has not previously been  
15 disclosed to any person or entity absent a confidentiality agreement (including  
16 without limitation banking transactions); c) non-public information of a personal or  
17 intimate nature regarding an individual; or d) any other category of non-public  
18 information hereinafter given confidential status by mutual agreement of the  
19 Parties and/or by order of this Court. Confidential Information may be contained  
20 in discovery information or materials produced or obtained in this action by or  
21 through any means. All copies, recordings, abstracts, excerpts, analyses or other  
22 writings that contain, reveal or otherwise disclose such Confidential Information  
23 shall also be deemed to contain Confidential Information, as applicable.  
24 Information previously disclosed to the public shall not be deemed Confidential  
25 Information.  
26

27 2. Confidential Information may be disclosed, disseminated and used by  
28 the receiving Party only for purposes of this civil action. Confidential Information

1 shall not be disclosed except in accordance with the terms, conditions, and  
2 restrictions of this Protective Order, except with the prior written consent of the  
3 producing Party or upon prior order of this Court.

4 3. The term “producing Party” means the Party or person disclosing the  
5 information and designating it as Confidential Information under this Protective  
6 Order.

7 4. The term “receiving Party” means the Party to whom the Confidential  
8 Information is disclosed.

9 5. The Parties may designate material containing Confidential  
10 Information in the following manner:

11 a. Documents produced in discovery that contain Confidential  
12 Information shall be designated by stamping the word “CONFIDENTIAL” on the  
13 margin of such documents, or using another reasonable method agreed to in  
14 writing by the Parties.

15 b. A Party may, on the record of a deposition or by written notice  
16 to opposing counsel not later than thirty days after receipt of the deposition  
17 transcript, designate any portions of a deposition “CONFIDENTIAL” based on a  
18 good faith determination that any portions so designated contain Confidential  
19 Information. To the extent possible, any portions so designated shall be  
20 transcribed separately and marked by the court reporter as “CONFIDENTIAL.”

21 c. Confidential Information contained in any affidavit, brief,  
22 memorandum or other paper filed with the Court in this action may be designated  
23 as Confidential Information by indicating on the face of such documents that one  
24 or more Parties consider them to contain Confidential Information, as applicable.

25 6. Such designated information shall thereafter be subject to this  
26 Protective Order, and use or disclosure of such information so designated shall be  
27 restricted as set forth herein.  
28

1           7.     Material designated “CONFIDENTIAL” and any summary,  
2 description or report containing such information designated as  
3 “CONFIDENTIAL,” may be disclosed only to the following persons, without  
4 leave of this Court:

5           a.     the Court, persons employed by the Court, and stenographers  
6 transcribing the testimony or argument at a hearing, trial or deposition in this  
7 action or any appeal therefrom;

8           b.     independent consultants and experts who are not current  
9 employees of any Party in this matter and who have been retained by counsel to  
10 provide assistance in this action, with disclosure only to the extent necessary to  
11 perform such work;

12           c.     a Party, including in the case of corporate Parties, their directors  
13 and officers, and employees designated to assist counsel in this action;

14           d.     witnesses and deponents in this action who are shown the  
15 Confidential Information while testifying and potential witnesses in this action  
16 who are shown the Confidential Information while interviewed by counsel in the  
17 investigation of this case;

18           e.     graphics or design services personnel retained by counsel for  
19 purposes of preparing demonstrative or other exhibits for depositions, trials, or  
20 other court pleadings in this action;

21           f.     non-technical jury or trial consulting services retained by  
22 counsel;

23           g.     document imaging and database services personnel retained by  
24 counsel, and consultants retained by counsel to set up, maintain and/or operate  
25 computer systems or, litigation databases, or to convert data for inclusion in such  
26 databases;

27           h.     in-house counsel for the Parties; and  
28

1           i.       the Parties' outside counsel of record in this action and any  
2 other counsel for a Party that appears in this action, and photocopy services  
3 personnel retained by counsel, their paralegal assistants, law clerks, stenographic  
4 and clerical employees who are assisting in the prosecution, defense and/or appeal  
5 of this action.

6           8.       No Confidential Information shall be revealed or disclosed, in whole  
7 or in part, directly or indirectly, to any individual described in subparagraphs 7(b),  
8 and (d)-(g) until that individual has been given a copy of this Protective Order and  
9 has duly completed and signed an undertaking in the form attached hereto as  
10 Exhibit A. The original of each undertaking shall be retained until the conclusion  
11 of this action, including all appeals, by counsel for each Party who intends to or  
12 does disclose to such individual any Confidential Information.

13           9.       A Party may exclude from a deposition any person who is not entitled  
14 to have access to Confidential Information when such information is the subject of  
15 examination.

16           10.      Any person in possession of Confidential Information shall exercise  
17 due care with regard to the storage, custody or use of such Confidential  
18 Information to ensure that the confidential nature of the same is maintained in  
19 conformity with this Protective Order.

20           11.      If a Party disagrees with the designation of any information as  
21 Confidential Information, such Party shall first make its objection known to the  
22 producing Party and request a change of designation. The Parties shall try to  
23 resolve such dispute in good faith on an informal basis. If the dispute cannot be  
24 resolved, the Party challenging the designation may request appropriate relief from  
25 the Court following written notice of disagreement, except that in the case where  
26 such a dispute might arise during a deposition being conducted in this action, the  
27 aggrieved Party may take a break from the examination to contact the Court for  
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1 purposes of obtaining a ruling on the matters in dispute. The burden of proving  
2 that information has been properly designated as Confidential Information is on the  
3 Party making such designation. Until there is a determination by the Court, the  
4 information at issue shall be treated as Confidential Information, as applicable, and  
5 shall be subject to the terms of this Protective Order. Any failure to object to any  
6 material being designated as Confidential Information shall not be construed as an  
7 admission by any non-designating Party that the material constitutes or contains  
8 Confidential Information.

9  
10 12. Any person receiving Confidential Information shall not disclose such  
11 information to any person who is not entitled to receive such information under  
12 this Protective Order. If Confidential Information is disclosed to any person not  
13 entitled to receive disclosure of such information under this Protective Order, the  
14 person responsible for the disclosure will inform counsel for the producing Party  
15 and, without prejudice to other rights and remedies of any Party, make a reasonable  
16 good faith effort to retrieve such material and to prevent further disclosure of it by  
17 the person who received such information.

18 13. If a Party wishes to file documents containing Confidential  
19 Information with the Court, said materials are to be filed under seal. In filing such  
20 materials under seal, the Parties shall abide by all relevant statutes, local rules  
21 (including, but not limited to, Local Rule 79-5) and procedures set forth by the  
22 Court and/or the Court Clerk.

23 14. Nothing herein shall prevent disclosure beyond the terms of this  
24 Protective Order if the Party producing Confidential Information consents in  
25 writing to such disclosure, or if the Court, after notice to all affected Parties, orders  
26 or permits such disclosure.

27 15. The inadvertent production of any Confidential Information or  
28 otherwise protected or exempted information, as well as the inadvertent production

1 of information without an appropriate designation of confidentiality, shall not be  
2 deemed a waiver or impairment of any claim of privilege or protection, including  
3 but not limited to the attorney-client privilege, the protection afforded to work-  
4 product materials or the subject matter thereof, or the confidential nature of any  
5 such information, provided that the producing Party shall promptly provide notice  
6 to the receiving Party in writing when inadvertent production is discovered. Upon  
7 receiving written notice from the producing Party that Confidential Information,  
8 privileged information or work-product material has been inadvertently produced,  
9 documents containing such information shall be returned to counsel for the  
10 producing Party and the receiving Party shall not use such information for any  
11 purpose except application to the Court. In response to an application to the Court  
12 by the receiving Party to compel production of such documents and/or information,  
13 the producing Party may submit the documents or testimony at issue to the Court  
14 for *in camera* inspection.  
15

16 16. Nothing herein shall prevent or prejudice any Party or non-party from  
17 seeking additional relief from the Court not specified in this Protective Order, or  
18 from applying to the Court for further or additional protective orders; or from  
19 obtaining relief from this Protective Order, as justice or equity may require.

20 17. Third parties who produce information in this Action may avail  
21 themselves of the provisions of this Protective Order, and materials produced by  
22 third parties shall be treated in conformance with this Protective Order.

23 18. By entering this Protective Order and limiting the disclosure of  
24 information in this case, the Court does not intend to preclude another court from  
25 finding that information may be subject to disclosure in another case. Any person  
26 or Party subject to this Protective Order that may be subject to a motion to disclose  
27 another Party's information designated Confidential Information pursuant to this  
28 Protective Order shall promptly notify that Party of the motion so that it may have



1 an opportunity to appear and be heard on whether that information should be  
2 disclosed.

3 19. In the event that any Party (a) is subpoenaed in another action, (b) is  
4 served with a demand in another action to which it is a Party, or (c) is served with  
5 any other legal process by a person not a Party to this litigation, and is requested to  
6 produce or otherwise disclose discovery material that is designated as Confidential  
7 Information by another Party, the Party subpoenaed or served in accordance with  
8 this paragraph shall object to production of the Confidential Information and shall  
9 give prompt written notice to the producing Party. If the person seeking access to  
10 the Confidential Information takes action against the Party covered by this  
11 Protective Order to enforce such a subpoena, demand or other legal process, it shall  
12 respond by setting forth the existence of this Protective Order. Nothing in this  
13 Protective Order shall be construed as precluding production of Confidential  
14 Information covered by this Protective Order in response to a lawful court order.

15  
16 20. Within sixty (60) days after the conclusion of this action, including  
17 appeal, after entry of a final order in this action, or after the Parties have executed a  
18 settlement agreement in this action, all Confidential Information shall be destroyed  
19 by all receiving Parties or shall be returned to the producing Party.

20 Notwithstanding the foregoing, counsel of record for each Party may maintain in  
21 its files one copy of each document filed with the Court containing Confidential  
22 Information and a copy of all depositions (and exhibits) and any notes or  
23 memoranda relating thereto. All such material shall remain subject to the terms of  
24 this Protective Order.

25 21. Nothing contained in this Protective Order shall prevent a producing  
26 Party from using its own Confidential Information in any way it chooses.

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1           22. This Protective Order shall remain in full force and effect until  
2 modified, superseded, or terminated by agreement of the Parties or by an order of  
3 the Court.

4           23. The Court shall retain jurisdiction for the purpose of ensuring  
5 compliance with this Order and granting such modifications to this Order and such  
6 other relief as may be necessary.

7  
8 SO STIPULATED AND AGREED.

9  
10 Dated: January 25, 2011

KATTEN MUCHIN ROSENMAN LLP

11  
12 By: /s/ Daniel A. Platt

13 Daniel A. Platt

14 Attorneys for Defendant JULIO CANANI

15 Dated: January 25, 2011

FOLEY & MANSFIELD P.L.L.P.

17 By: /s/ Thomas W. Pahl

18 Thomas W. Pahl

19 Attorneys for Plaintiff EVEREST  
STABLES, INC.

20 Dated: January 25, 2011

STOLL KEENON OGDEN PLLC

22 By: /s/ David T. Royse

23 David T. Royse

24 Attorneys for Defendant GODOLPHIN  
RACING LLC

25 Dated: January 25, 2011

26 RICHARD G. ANDERSON LAW  
27 OFFICES  
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By: /s/ Richard G. Anderson  
Richard G. Anderson

Attorneys for Defendant ANTONIO  
CARLOS AVILA

Dated: January 25, 2011

By: /s/ Roger Licht  
Roger Licht, *Pro se*

**IT IS SO ORDERED:**

Dated: February 02, 2011

//s  
UNITED STATES MAGISTRATE JUDGE

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**EXHIBIT A**

I, \_\_\_\_\_ hereby acknowledge that as a condition of being given access to Confidential Information as those terms are defined in the Stipulated Protective Order (the "Protective Order") in this action, I am required to agree to certain restrictions on any use of such Confidential Information; that such Confidential Information is governed by the Protective Order, which I have read; and I hereby agree to be bound by the terms of that Protective Order, including any penalties for breach of its confidentiality provisions.

Signature: \_\_\_\_\_ Printed Name \_\_\_\_\_  
Dated: \_\_\_\_\_, 2011