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

**BRAVADO INTERNATIONAL  
GROUP MERCHANDISING  
SERVICES, INC.**  
  
Plaintiff,  
  
v.  
  
**SPIN MEDIA, LLC, MCEVOY  
GROUP, LLC, CENTRAL MILLS,  
INC., d/b/a FREEZE and CHARLES  
TEBELE a/k/a CHARLIE TEBELE,**  
  
Defendants.  
  
**AND RELATED CROSSCLAIMS.**

Case No.: CV 10-02701 JAK (FFM)  
**PROTECTIVE ORDER**  
**NOTE CHANGES MADE BY  
COURT**

IT IS HEREBY ORDERED that the terms and conditions of this Protective Order shall govern the handling of all documents and information exchanged by the parties in this action.

**1. PURPOSES AND LIMITATIONS**

Plaintiff Bravado International Group Merchandising Services, Inc. (“Bravado”) and defendants Spin Media, LLC (“Spin”), McEvoy Group, LLC (“McEvoy”), Central Mills, Inc. d/b/a Freeze (“Freeze”), and Charles Tebele a/k/a Charlie Tebele (“Tebele”) (collectively, “the parties”) acknowledge that disclosure and discovery activity in this action are likely to involve production of

1 confidential, proprietary, or private information for which special protection from  
2 public disclosure and from use for any purpose other than prosecuting this  
3 litigation would be warranted. Accordingly, the parties hereby stipulate to and  
4 petition the court to enter the following Stipulated Protective Order. The parties  
5 acknowledge that this Order does not confer blanket protections on all disclosures  
6 or responses to discovery and that the protection it affords extends only to the  
7 limited information or items that are entitled under the applicable legal principles  
8 to treatment as confidential. The parties further acknowledge, as set forth in  
9 Section 10, below, that this Stipulated Protective Order creates no entitlement to  
10 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
11 procedures that must be followed and reflects the standards that will be applied  
12 when a party seeks permission from the court to file material under seal.

13 2. DEFINITIONS

14 2.1 Action: this case no. CV 10-02701 JAK (FFM) and any subsequent  
15 adjudication of the claims asserted herein by and among any of the parties to this  
16 case, including but not limited to requests to enforce or challenge any award  
17 entered or any appeals or retrials.

18 2.2 Party: any party to this Action, including all of its officers, directors,  
19 employees, consultants, retained experts, and outside counsel (and their support  
20 staff).

21 2.3 Disclosure or Discovery Material: all items or information, regardless  
22 of the medium or manner generated, stored, or maintained (including, among other  
23 things, testimony, transcripts, or tangible things) that are produced or generated in  
24 disclosures or responses to discovery in this matter.

25 2.4 “Confidential” Information or Items: information (regardless of how  
26 generated, stored or maintained) or tangible things that qualify for protection under  
27 standards developed under F.R.Civ.P. 26(c).

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1           2.5    “Attorneys’ Eyes Only” Information or Items: extremely sensitive  
2 “Confidential Information or Items” whose disclosure to another Party or nonparty  
3 would create a substantial risk of serious injury that could not be avoided by less  
4 restrictive means.

5           2.6    Receiving Party: a Party that receives Disclosure or Discovery  
6 Material from a Producing Party.

7           2.7    Producing Party: a Party or non-party that produces Disclosure or  
8 Discovery Material in this Action.

9           2.8    Designating Party: a Party or non-party that designates information or  
10 items that it produces in disclosures or in responses to discovery as “Confidential”  
11 or “Attorneys’ Eyes Only.”

12          2.9    Protected Material: any Disclosure or Discovery Material that is  
13 designated as “Confidential” or as “Attorneys’ Eyes Only.”

14          2.10   Outside Counsel: attorneys who are not employees of a Party but who  
15 are retained to represent or advise a Party in this Action.

16          2.11   House Counsel: attorneys who are employees of a Party.

17          2.12   Counsel (without qualifier): Outside Counsel and House Counsel (as  
18 well as their support staffs).

19          2.13   Expert: a person with specialized knowledge or experience in a matter  
20 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
21 an expert witness or as a consultant in this Action and who is not a past or a current  
22 employee of an opposing Party or of a competitor of a Party and who, at the time  
23 of retention, is not anticipated to become an employee of a Party or a competitor of  
24 a Party. This definition includes a professional jury or trial consultant retained in  
25 connection with this litigation.

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1           2.14 Professional Vendors: persons or entities that provide litigation  
2 support services (e.g., photocopying; videotaping; translating; preparing exhibits or  
3 demonstrations; organizing, storing, retrieving data in any form or medium; etc.)  
4 and their employees and subcontractors.

5       3.     SCOPE

6 The protections conferred by this Stipulation and Order cover not only Protected  
7 Material (as defined above), but also any information copied or extracted  
8 therefrom, as well as all copies, excerpts, summaries, or compilations thereof, ~~plus~~  
9 ~~testimony, conversations, or presentations by parties or counsel to or in court or in~~  
10 ~~other settings that might reveal Protected Material (FFM).~~

11     4.     DURATION

12 Even after the termination of this litigation, the confidentiality obligations imposed  
13 by this Order shall remain in effect until a Designating Party agrees otherwise in  
14 writing or a court order otherwise directs.

15     5.     DESIGNATING PROTECTED MATERIAL

16       5.1    Exercise of Restraint and Care in Designating Material for Protection.  
17 Each Party or non-party that designates information or items for protection under  
18 this Order must take care to limit any such designation to specific material that  
19 qualifies under the appropriate standards. Indiscriminate designations are  
20 prohibited.

21           If it comes to a Party's or a non-party's attention that information or items  
22 that it designated for protection do not qualify for protection at all, or do not  
23 qualify for the level of protection initially asserted, that Party or non-party must  
24 promptly notify all other parties that it is withdrawing the mistaken designation.

25       5.2    Manner and Timing of Designations. Except as otherwise provided in  
26 this Order (see, e.g., second paragraph of section 5.2(a), below), or as otherwise  
27 stipulated or ordered, material that qualifies for protection under this Order must be  
28 clearly so designated before the material is disclosed or produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (apart from transcripts of  
3 depositions or other pretrial or trial proceedings), that the Producing Party affix the  
4 legend “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” at the top of each  
5 page that contains protected material.

6 A Party or non-party that makes original documents or materials available  
7 for inspection need not designate them for protection until after the inspecting  
8 Party has indicated which material it would like copied and produced. During the  
9 inspection and before the designation, all of the material made available for  
10 inspection shall be deemed “ATTORNEYS’ EYES ONLY.” After the inspecting  
11 Party has identified the documents it wants copied and produced, the Producing  
12 Party must determine which documents, or portions thereof, qualify for protection  
13 under this Order, then, before producing the specified documents, the Producing  
14 Party must affix the appropriate legend (“CONFIDENTIAL” or “ATTORNEYS’  
15 EYES ONLY”) on each page that contains Protected Material.

16 (b) for testimony given in deposition ~~or in other pretrial or trial~~  
17 ~~proceedings (FFM)~~, that the Party or non-party offering or sponsoring the  
18 testimony identify on the record, before the close of the deposition, ~~hearing, or~~  
19 ~~other proceeding (FFM)~~, all protected testimony, and further specify any portions  
20 of the testimony that qualify as “ATTORNEYS’ EYES ONLY.” When it is  
21 impractical to identify separately each portion of testimony that is entitled to  
22 protection, and when it appears that substantial portions of the testimony may  
23 qualify for protection, the Party or non-party that sponsors, offers, or gives the  
24 testimony may invoke on the record (before the deposition ~~or proceeding (FFM)~~ is  
25 concluded) a right to have up to 20 days to identify the specific portions of the  
26 testimony as to which protection is sought and to specify the level of protection  
27 being asserted (“CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY”). Only  
28 those portions of the testimony that are appropriately designated for protection

1 within the 20 days shall be covered by the provisions of this Stipulated Protective  
2 Order.

3 Transcript pages containing Protected Material must be separately  
4 bound by the court reporter, who must affix to the top of each such page the legend  
5 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY,” as instructed by the Party  
6 or nonparty offering or sponsoring the witness or presenting the testimony.

7 (c) for information produced in some form other than documentary,  
8 and for any other tangible items, that the Producing Party affix in a prominent  
9 place on the exterior of the container or containers in which the information or item  
10 is stored the legend “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” If  
11 only portions of the information or item warrant protection, the Producing Party, to  
12 the extent practicable, shall identify the protected portions, specifying whether they  
13 qualify as “Confidential” or as “Attorneys’ Eyes Only.”

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
15 failure to designate qualified information or items as “Confidential” or “Attorneys’  
16 Eyes Only” does not, standing alone, waive the Designating Party’s right to secure  
17 protection under this Order for such material. If material is appropriately  
18 designated as “Confidential” or “Attorneys’ Eyes Only” after the material was  
19 initially produced, the Receiving Party, on timely notification of the designation,  
20 must make reasonable efforts to assure that the material is treated in accordance  
21 with the provisions of this Order.

## 22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 6.1 Timing of Challenges. A Party does not waive its right to challenge a  
24 confidentiality designation by electing not to mount a challenge promptly after the  
25 original designation is disclosed.

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28 6.2 Meet and Confer. A Party that elects to initiate a challenge to a

1 Designating Party's confidentiality designation must do so in good faith and must  
2 begin the process by conferring directly (in voice to voice dialogue; other forms of  
3 communication are not sufficient) with counsel for the Designating Party. In  
4 conferring, the challenging Party must explain the basis for its belief that the  
5 confidentiality designation was not proper and must give the Designating Party an  
6 opportunity to review the designated material, to reconsider the circumstances,  
7 and, if no change in designation is offered, to explain the basis for the chosen  
8 designation. A challenging Party may proceed to the next stage of the challenge  
9 process only if it has engaged in this meet and confer process first.

10       6.3    Judicial Intervention. A Party that elects to press a challenge to a  
11 confidentiality designation after considering the justification offered by the  
12 Designating Party may file and serve a motion under Civil Local Rule **37 (FFM)**  
13 (and in compliance with Civil Local Rule 79-5, if applicable) that identifies the  
14 challenged material and sets forth in detail the basis for the challenge. Each such  
15 motion must be accompanied by a competent declaration that affirms that the  
16 movant has complied with the meet and confer requirements imposed in the  
17 preceding paragraph and that sets forth with specificity the justification for the  
18 confidentiality designation that was given by the Designating Party in the meet and  
19 confer dialogue.

20       The burden of persuasion in any such challenge proceeding shall be on the  
21 Designating Party. Until the court rules on the challenge, all parties shall continue  
22 to afford the material in question the level of protection to which it is entitled under  
23 the Producing Party's designation.

## 24    7.    ACCESS TO AND USE OF PROTECTED MATERIAL

25       7.1    Basic Principles. A Receiving Party may use Protected Material that is  
26 disclosed or produced by another Party or by a non-party in connection with this  
27 case only for prosecuting, defending, or attempting to settle this litigation. Such  
28 Protected Material may be disclosed only to the categories of persons and under

1 the conditions described in this Order. When the litigation has been terminated, a  
2 Receiving Party must comply with the provisions of section 11, below (FINAL  
3 DISPOSITION).

4 Protected Material must be stored and maintained by a Receiving Party at a  
5 location and in a secure manner that ensures that access is limited to the persons  
6 authorized under this Order. Protected Material shall not be copied, reproduced,  
7 summarized, or abstracted except to the extent that such copying, reproduction,  
8 summarization, or abstraction is reasonably necessary for the conduct of this  
9 Action. Any such copies, reproductions, summaries, and abstracts shall be subject  
10 to the terms of this Order and labeled in the same manner as the Protected Material  
11 upon which they are based.

12 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
13 otherwise ordered by the court or permitted in writing by the Designating Party, a  
14 Receiving Party may disclose any information or item designated  
15 CONFIDENTIAL only to:

16 (a) the Receiving Party’s Outside Counsel of record in this Action,  
17 as well as employees of said Counsel to whom it is reasonably necessary to  
18 disclose the information for this litigation;

19 (b) the officers, directors, and employees (including House  
20 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for  
21 this litigation;

22 (c) experts (as defined in this Order) of the Receiving Party to  
23 whom disclosure is reasonably necessary for this litigation and who have signed  
24 the “Agreement to Be Bound by Protective Order” (Exhibit A);

25 (d) the Court and its personnel;

26 (e) court reporters, their staffs, and professional vendors to whom  
27 disclosure is reasonably necessary for this litigation;

28 (f) during their depositions, witnesses in the Action to whom



1 disclosure is reasonably necessary and who have signed the “Agreement to Be  
2 Bound by Protective Order” (Exhibit A).

3 (g) the author and any addressee of the document or the original  
4 source of the information.

5 7.3 Disclosure of “ATTORNEYS’ EYES ONLY” Information or Items.  
6 Unless otherwise ordered by the court or permitted in writing by the Designating  
7 Party, a Receiving Party may disclose any information or item designated  
8 “ATTORNEYS’ EYES ONLY” only to:

9 (a) the Receiving Party’s Outside Counsel of record in this Action,  
10 as well as employees of said Counsel to whom it is reasonably necessary to  
11 disclose the information for this litigation;

12 (b) Experts (as defined in this Order) (1) to whom disclosure is  
13 reasonably necessary for this litigation, (2) who have signed the “Agreement to Be  
14 Bound by Protective Order” (Exhibit A);

15 (c) the Court and its personnel;

16 (d) court reporters, their staffs, and professional vendors to whom  
17 disclosure is reasonably necessary for this litigation; and

18 (e) the author and any addressee of the document or the original  
19 source of the information.

20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
21 IN OTHER LITIGATION

22 If a Receiving Party is served with a subpoena or an order issued in other  
23 litigation that would compel disclosure of any information or items designated in  
24 this Action as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY,” the  
25 Receiving Party must so notify the Designating Party, in writing (by fax, if  
26 possible) immediately and in no event more than seven court days after receiving  
27 the subpoena or order. Such notification must include a copy of the subpoena or  
28 court order.

1 The Receiving Party also must immediately inform in writing the Party who  
2 caused the subpoena or order to issue in the other litigation that some or all the  
3 material covered by the subpoena or order is the subject of this Protective Order. In  
4 addition, the Receiving Party must deliver a copy of this Stipulated Protective  
5 Order promptly to the Party in the other action that caused the subpoena or order to  
6 issue.

7 The purpose of imposing these duties is to alert the interested parties to the  
8 existence of this Protective Order and to afford the Designating Party in this case  
9 an opportunity to try to protect its confidentiality interests in the court from which  
10 the subpoena or order issued. The Designating Party shall bear the burdens and the  
11 expenses of seeking protection in that court of its confidential material – and  
12 nothing in these provisions should be construed as authorizing or encouraging a  
13 Receiving Party in this Action to disobey a lawful directive from another court.

14 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

15 If a Receiving Party learns that, by inadvertence or otherwise, it has  
16 disclosed Protected Material to any person or in any circumstance not authorized  
17 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
18 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
19 best efforts to retrieve all copies of the Protected Material, (c) inform the person or  
20 persons to whom unauthorized disclosures were made of all the terms of this  
21 Order, and (d) request such person or persons to execute the “Acknowledgment  
22 and Agreement to Be Bound” that is attached hereto as Exhibit A.

23 10. FILING PROTECTED MATERIAL

24 Without written permission from the Designating Party or a court order  
25 secured after appropriate notice to all interested persons, a Party may not file in the  
26 public record in this Action any Protected Material. A Party that seeks to file under  
27 seal any Protected Material must comply with Civil Local Rule 79-5.

28 11. FINAL DISPOSITION

1 Unless otherwise ordered or agreed in writing by the Producing Party, within  
2 sixty days after the final termination of this Action, each Receiving Party must  
3 return or destroy all Protected Material to the Producing Party. As used in this  
4 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
5 summaries or any other form of reproducing or capturing any of the Protected  
6 Material. Whether the Protected Material is returned or destroyed, the Receiving  
7 Party must submit a written certification to the Producing Party (and, if not the  
8 same person or entity, to the Designating Party) by the sixty day deadline that  
9 identifies (by category, where appropriate) all the Protected Material that was  
10 returned or destroyed and that affirms that the Receiving Party has not retained any  
11 copies, abstracts, compilations, summaries or other forms of reproducing or  
12 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
13 are entitled to retain an archival copy of all pleadings, motion papers, transcripts,  
14 legal memoranda, correspondence or attorney work product, even if such materials  
15 contain Protected Material. Any such archival copies that contain or constitute  
16 Protected Material remain subject to this Protective Order as set forth in Section 4  
17 (DURATION), above.

18 12. MISCELLANEOUS

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
20 person to seek its modification by the Court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
22 Protective Order no Party waives any right it otherwise would have to object to  
23 disclosing or producing any information or item on any ground not addressed in  
24 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
25 any ground to use in evidence of any of the material covered by this Protective  
26 Order.

27 12.3 Violations of Protective Order. In the event that any person or Party  
28 violates or threatens to violate the terms of this Order, the aggrieved Party may

1 immediately apply to obtain injunctive relief against such person or party violating  
2 or threatening to violate this Order. The parties and any other person subject to  
3 the terms of this Order agree that this Court shall retain jurisdiction over it and  
4 them for the purpose of enforcing this Order.

5  
6 PURSUANT TO STIPULATION, IT IS SO ORDERED.  
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8 DATED: July 26, 2011

/S/ FREDERICK F. MUMM

HON. FREDERICK F. MUMM  
United States Magistrate Judge

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**EXHIBIT "A"**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_, of \_\_\_\_\_, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ in the case of Bravado International Group Merchandising, Inc. v. Spin Media, et al , United District Court, Northern District of California, San Jose Division, Case No. CV 10-02701 JAK (FFM). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_  
City and State where signed: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Signature: \_\_\_\_\_