

**GREENBERG TRAURIG, LLP**

George M. Belfield (SBN 100272) (belfieldg@gtlaw.com)

Valerie W. Ho (SBN 200505) (hov@gtlaw.com)

Jeffrey F. Yee (SBN 193123) (yeej@gtlaw.com)

Kamran Salour (SBN 247983) (salourk@gtlaw.com)

2450 Colorado Avenue, Suite 400 East

Santa Monica, California 90404

Telephone: (310) 586-7700

Facsimile: (310) 586-7800

Attorneys for Plaintiffs and Counterdefendants

Silverlit Toys Manufactory Ltd., Spin Master Ltd., and Steven Davis

[Defendants' Counsel on next page]

**UNITED STATES DISTRICT COURT****CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION**

SILVERLIT TOYS MANUFACTORY  
LTD., a Hong Kong company, and SPIN  
MASTER LTD., a Canadian corporation,  
and STEVEN DAVIS, an individual,

Plaintiffs,

vs.

TOYRRIFIC, LLC, a California limited  
liability company; WORLD TRADING  
23, INC., a California corporation;  
WORLDTRADING23.COM ; TOY  
RAPTOR, INC., a California corporation;  
WORLD TECH TOYS, INC., a  
California corporation;  
HOBBYTRON.COM ; RC HELI KING,  
form unknown; RCHELIKING.COM;  
and KEVORK KOUYOUJIAN, an  
individual,

Defendants.

AND RELATED COUNTERCLAIMS
---------------------------

CASE NO. CV10-3414 CAS (JCx)

**JOINT STIPULATED PROTECTIVE  
ORDER**

Judge: Hon. Jacqueline Chooljian  
Place: Courtroom 20

**Discovery Cutoff:** July 29, 2011**Pretrial Conference:** January 9, 2012**Trial:** January 24, 2012

JOINT STIPULATED PROTECTIVE ORDER

1 **BUEHLER & KASSABIAN, LLP**

2 George W. Buehler (SBN 60701) (gbuehler@buehlerkassabian.com)  
3 Mark M. Kassabian (SBN 156595) (mkassabian@buehlerkassabian.com)  
4 350 West Colorado Boulevard, Suite 200  
5 Pasadena, California 91105  
6 Telephone: (626) 792-0500  
7 Facsimile: (626) 792-0505

8 **BROWN, WEGNER & BERLINER LLP**

9 William J. Brown, Jr. (SBN 192950) (bill@bwb-lawyers.com)  
10 Matthew K. Wegner (SBN 223062) (mwegner@bwb-lawyers.com)  
11 2603 Main Street, Suite 1050  
12 Irvine, California 92614  
13 Telephone: (949) 705-0080  
14 Facsimile: (949) 794-4099

15 Attorneys for Defendants and Counterclaimants  
16 Toyrriffic, LLC, World Trading 23, Inc., Toy Raptor, Inc.,  
17 World Tech Toys, Inc., and Kevork Kouyoumjian  
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1 **JOINT STIPULATED PROTECTIVE ORDER**

2 **1. Purposes And Limitations**

3 **1.1 Good Cause Exists:** The parties recognize that disclosure and discovery  
4 activity during the course of this action may require each party, and possibly third-  
5 parties, to produce or otherwise reveal highly sensitive, confidential, proprietary, or  
6 private information, including the disclosure of trade secrets<sup>1</sup> and other confidential  
7 research, development, commercial, or financial information that is purposely protected  
8 from disclosure to the public. The parties represent that the party producing such  
9 information and/or the party such information pertains to would suffer irreparable injury  
10 if the information identified above were made available to the public. The parties  
11 represent that the Producing Party's<sup>2</sup> interest in restricting the disclosure and use of the  
12 information identified above outweighs the interest of the public in having access to such  
13 information. Thus, the parties believe that good cause exists for entry of this Joint  
14 Stipulated Protective Order ("Protective Order") pursuant to Rule 26(c) of the Federal  
15 Rules of Civil Procedure to protect against improper disclosure or use of confidential  
16 information produced or disclosed in this action.

17 **1.2 Stipulation:** The parties, through counsel, hereby stipulate to and petition the  
18 Court to enter the following Protective Order. The parties acknowledge that this  
19 Protective Order shall govern the handling of documents, tangible objects, materials or  
20 things, deposition testimony, deposition exhibits, and all other written records, electronic  
21 data, or graphic matters produced after the date of this Protective Order, whether  
22 produced pursuant to any applicable rules, written discovery requests or subpoenas,  
23 and/or used during the trial or any proceeding in this action to the extent authorized by  
24

25 <sup>1</sup> Trade secrets means "information, including a formula, pattern, compilation, program,  
26 device, method, technique, or process that (1) Derives independent economic value,  
27 actual or potential, from not being generally known to the public or to other persons who  
28 can obtain economic value from its disclosure or use; and (2) Is the subject of efforts that  
are reasonable under the circumstances to maintain its secrecy." Cal. Civ. Code § 3426.1.

<sup>2</sup> "Producing Party" is defined in Section 2.62

1 the court presiding over such trial or such other proceeding in this action. The parties  
2 acknowledge that the applicability of this Protective Order may be eliminated entirely or  
3 changed by the Court with respect to the handling and presentation of evidence at trial in  
4 this matter. This Protective Order, however, does not confer blanket protections on all  
5 disclosures or responses to discovery, and that the protection it affords extends only to  
6 the limited information or items that are entitled under the applicable legal principles to  
7 treatment as confidential.

## 8 **2. Definitions**

9 **2.1. Party:** Any party to this action, including all of its officers, directors,  
10 employees, consultants, retained experts and Outside Counsel (and their support staff).

11 **2.2. Disclosure or Discovery Material:** All items or information, regardless of  
12 the medium or manner generated, stored or maintained (including, among other things,  
13 answers to interrogatories, responses to requests for admission, depositions, expert  
14 reports, briefs, memoranda, writings filed with or otherwise supplied to the Court,  
15 testimony, transcripts, or tangible things) that are produced or generated in disclosures or  
16 responses to discovery in this action.

17 **2.3. “Confidential” Material:** Information that has not been made public and  
18 that concerns or relates to the trade secrets, processes, operations, style of work, or  
19 apparatus, or to the production, sales, shipments, purchases, transfers, identification of  
20 customers, inventories, amount or source of any income, profits, losses, or expenditures  
21 of any person, firm, partnership, corporation, or other organization, the disclosure of  
22 which information is likely to cause injury to the Designating Party<sup>3</sup> or to the party to  
23 whom the information is confidential.

24 **2.4. “Highly Confidential-Outside Counsel Only” Material:** Extremely  
25 sensitive “Confidential” Material, the disclosure of which to another Party or non-Party  
26 would create a substantial risk of serious injury to the party to whom the information is  
27 confidential that could not be avoided by less restrictive means.

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<sup>3</sup> “Designating Party” is defined in Section 237.

1           **2.5. Receiving Party:** A Party or non-Party that receives Disclosure or  
2 Discovery Material.

3           **2.6. Producing Party:** A Party or non-Party that discloses or produces  
4 Disclosure or Discovery Material in this action.

5           **2.7. Designating Party:** A Party or non-Party that designates Disclosure or  
6 Discovery Material as “Confidential” or “Highly Confidential-Outside Counsel Only.”  
7 Third Parties producing Disclosure or Discovery Material pursuant to a subpoena shall  
8 have all rights granted to Designating Parties.

9           **2.8. Challenging Party:** A Party or non-Party that challenges the designation of  
10 information or items produced by the Designating Party or the disclosure of Protected  
11 Material to a Technical Expert.

12           **2.9. Protected Material:** Any Disclosure or Discovery Material that is  
13 designated as “Confidential” or “Highly Confidential-Outside Counsel Only.”

14           **2.10. Confidentiality Designations:** “Confidential” or “Highly Confidential-  
15 Outside Counsel Only.”

16           **2.11. Outside Counsel:** Attorneys who are not employees of a Party but who are  
17 retained to represent or advise a Party in this action (as well as their support staffs).

18           **2.12. House Counsel:** Attorneys who are employees of a Party.

19           **2.13. Counsel (without qualifier):** Outside Counsel and House Counsel.

20           **2.14. Expert:** A person who has been retained by a Party or its Counsel to serve  
21 as an expert witness or as a consultant in this action and who is not a past or current  
22 employee of a Party and who, at the time of retention, is not anticipated to become an  
23 employee of a Party.

24           **2.15. Technical Expert:** A person who has been retained by a Party or its Counsel  
25 to serve as an expert witness or as a consultant in this action who may opine about claim  
26 construction, the infringement/non-infringement, and/or the validity/invalidity of the  
27 patents-in-suit and who is not a past or current employee of a Party and who, at the time  
28 of retention, is not anticipated to become an employee of a Party.

1           **2.16. Professional Vendors:** Persons or entities that provide litigation support  
2 services (*e.g.* photocopying; videotaping; translating; preparing exhibits or  
3 demonstratives; organizing, storing, retrieving data in any form or medium) and their  
4 employees and subcontractors. This definition includes a professional jury or trial  
5 consultant retained in connection with this litigation.

6           **2.17. Final Disposition:** For purposes of this Protective Order, final  
7 disposition occurs after a judgment, settlement agreement, an order, mandate, or  
8 dismissal finally terminating the above-captioned action with prejudice, including all  
9 appeals, or a dismissal without prejudice in which a new pleading alleging substantially  
10 the same claims is not re-filed within ninety (90) calendar days.

### 11           **3. Scope**

12           The protections conferred by this Protective Order cover not only Protected  
13 Material (as defined above), but also any information copied or extracted therefrom, as  
14 well as copies, excerpts, summaries or compilations thereof, plus testimony,  
15 conversations or presentations by Parties or Counsel in Court or in other settings in which  
16 Protected Material is revealed, except as delineated in Paragraph 10.4, and, with respect  
17 to matters presented in or to the Court, except as may be determined by the Court  
18 presiding over the matter/hearing in issue.

### 19           **4. Duration**

20           Even after Final Disposition of this action as set for in Section 2.17 (above), the  
21 confidentiality obligations imposed by this Protective Order shall remain in effect with  
22 respect to all Protected Material until the Designating Party agrees otherwise in writing  
23 or a Court otherwise directs.

### 24           **5. Designating Protected Material**

25           **5.1.01. Who May Designate:** Any Producing Party may designate any document,  
26 material, or information as “Confidential” or “Highly Confidential-Outside Counsel  
27 Only.” In designating information and Materials as “Confidential” or “Highly  
28 Confidential-Outside Counsel Only,” Counsel for a Producing Party will make such

1 designation only as to that information that he or she in good faith believes to be  
2 “Confidential” or “Highly Confidential-Outside Counsel Only” as defined in Section 2.3.  
3 or 2.4. of this Protective Order. Material that qualifies for protection under this  
4 Protective Order must be clearly so designated before the material is disclosed or  
5 produced.

6 **5.1.02** If it comes to a Party’s attention that information or items that it designated  
7 for protection do not qualify for protection at all, or do not qualify for the level of  
8 protection initially asserted, that Party must promptly notify all other parties that it is  
9 withdrawing the mistaken designation.

10 **5.2. Designation Requirements:** Designation in conformity with this Protective  
11 Order requires:

12 **5.2.01 Document:** In the case of a document, that the Producing Party affix the  
13 legend “Confidential” or “Highly Confidential-Outside Counsel Only” on the top or  
14 bottom of each page that contains Protected Material. If the document is a bound  
15 volume, the Producing Party need affix the appropriate legend (“Confidential” or “Highly  
16 Confidential-Outside Counsel Only”) only at the top or bottom of the first page of such  
17 bound volume.

18 **5.2.02 Examination:** As to those documents that are produced for examination  
19 for the purposes of allowing opposing counsel to determine which of those documents  
20 opposing counsel desires copies, those documents shall be treated as “Highly  
21 Confidential-Outside Counsel Only” pursuant to this Protective Order, whether or not  
22 marked, until copies of the documents are requested and produced, at which time the  
23 produced documents and information therein shall be held pursuant to this Protective  
24 Order based upon the designation, if any, marked upon the documents by the Producing  
25 Party.

26 **5.2.03 Testimony:** Testimony given in pretrial proceedings, shall be subject to  
27 this Protective Order provided the Party or non-Party offering or sponsoring the  
28 testimony identify on the record, before the close of the hearing or other proceedings, any

1 portions of the testimony that qualify as “Confidential” or “Highly Confidential-Outside  
2 Counsel Only,” and provided that the Court presiding over any such proceeding (other  
3 than depositions) so authorizes. During such time as any information or documents  
4 designated “Confidential” or “Highly Confidential-Outside Counsel Only” are disclosed  
5 in a deposition, any party shall have the right to exclude from attendance at the  
6 deposition any person who is not entitled to receive such information or documents  
7 pursuant to this Protective Order. Unless Outside Counsel for all parties agree otherwise  
8 on the record, the entire deposition transcript for each deponent in this action and the  
9 information contained therein is to be treated as “Highly Confidential-Outside Counsel  
10 Only” for a period of time not to exceed ten (10) calendar days after the party receives a  
11 copy of the deposition transcript, during which time the party may designate, in writing,  
12 specific portions of the transcript “Confidential” or “Highly Confidential-Outside  
13 Counsel Only” as appropriate. If the party fails to designate in writing any portions of  
14 the transcript as “Confidential” or “Highly Confidential-Outside Counsel Only” within  
15 the ten (10) calendar day period, the other parties shall be permitted to use the transcript  
16 and the information contained therein with no restrictions of confidentiality subject to the  
17 provisions of Section 5.3 below.

18 **5.2.04 Other Tangible Items:** Information produced in some form other than  
19 documentary, and for any other tangible items requires that the Producing Party affix in a  
20 prominent place on the exterior of the container or containers in which the information or  
21 item is stored the legend “Confidential” or “Highly Confidential-Outside Counsel Only.”  
22 If only portions of the information or item warrant protection, the Producing Party, to the  
23 extent practicable, shall identify the protected portions, specifying whether they qualify  
24 as “Confidential” or as “Highly Confidential-Outside Counsel Only.”

25 **5.2.05 Information Produced by Non-Parties:** Should the parties in this case  
26 issue any subpoenas to non-parties, the parties agree that any non-parties served with a  
27 subpoena may designate as Protected Material any appropriate materials responsive to  
28 such a subpoena, and further, the parties may notify any other non-party served with a



1 subpoena in this case of this Protective Order. Additionally, in the event a Party seeks  
2 information via subpoena from a non-party, and another Party to this action (the “Non-  
3 Discovering Party”) believes that such subpoena may compel disclosure of documents  
4 and things of or concerning that Non-Discovering Party that ought to be designated as  
5 Protected Material, the Non-Discovering Party promptly shall notify in writing the Party  
6 serving such subpoena. The Non-Discovering Party shall then have ten (10) days  
7 following receipt of documents and things produced in response to that subpoena to  
8 inspect and designate such documents for protection in accordance with this Order.  
9 Pending such designation, or the expiration of the ten (10) day period allowed herein for  
10 such designation (whichever first occurs), the Party receiving documents and things shall  
11 treat all of them as “Highly Confidential-Outside Counsel Only.”

12 **5.3 Inadvertent Failure To Designate:** Subject to the provisions of Sections  
13 5.2.01, 5.2.02, and 5.2.03, 5.2.04 and 5.2.05, an inadvertent failure to designate  
14 information or documents as “Confidential” or “Highly Confidential-Outside Counsel  
15 Only” in accordance with this Protective Order shall not preclude a party from  
16 subsequently designating such information or documents as “Confidential” or “Highly  
17 Confidential-Outside Counsel Only.” The Receiving Party, on timely notification of the  
18 subsequent designation, must make reasonable efforts to assure that the material is  
19 treated in accordance with the provisions of this Protective Order.

## 20 **6. Challenging Confidentiality Designations**

21 **6.1. Timing of Challenges:** A Party does not waive any challenge to a  
22 Confidentiality Designation by delaying initiation of any challenge after the original  
23 designation is disclosed.

24 **6.2. Manner of Challenges:** A Party that objects to the designation of any  
25 document or information as “Confidential” or “Highly Confidential-Outside Counsel  
26 Only” shall provide written notice of the objection to the designating party. The written  
27 notice of objection shall: (1) identify the Protected Material by its Bates number(s) or  
28 page/line number of testimony; and (2) provide an explanation as to why it is believed

1 the designation is improper. The Designating Party will then have five (5) calendar days  
2 following the receipt of the Challenging Party's objection to: (1) withdraw its  
3 designation; (2) modify its designation in accordance with what the Challenging Party  
4 believes to be the appropriate designation; or (3) notify the Challenging Party in writing  
5 of the bases of its asserted designation. The Challenging Party shall not unreasonably  
6 withhold an extension of time for the Designating Party to respond to the Challenging  
7 Party's written objection. If the dispute cannot be resolved, the Challenging Party may  
8 move the Court, under Central District of California Local Rule 37, requesting that the  
9 Protected Material in question be re-designated after it receives notice of the bases of the  
10 Designating Party's asserted designation under Section 6.2. If such motion is brought by  
11 the Challenging Party, the Designating Party shall bear the burden of establishing the  
12 confidentiality of the Document(s) in question. Until the Court rules on a motion  
13 challenging a designation, all Parties and others subject to this Order shall continue to  
14 afford the material in question the level of protection to which it is entitled under the  
15 Designating Party's designation.

## 16 **7. Access To And Use Of Protected Material**

17 **7.1. Basic Principles:** A Receiving Party may use Protected Material that is  
18 disclosed or produced by another Party or by a non-Party in connection with this case  
19 only for prosecuting, defending, or attempting to settle this litigation. Such Protected  
20 Material may be disclosed only to the categories of persons and under the conditions  
21 described in this Protective Order.

22 **7.2. Disclosure of "Confidential" Information or Items:** Other than by the  
23 Producing Party, any information or document designated as "Confidential" shall be used  
24 solely in connection with this action and shall not be used in any other manner by a  
25 Receiving Party. Any such designated information or documents shall not be disclosed  
26 to anyone other than:

- 27 a. the Court and court personnel;

- 1 b. court reporters taking testimony in these actions and their necessary  
2 stenographic, videographic, and clerical personnel who have executed  
3 a Declaration in the form and scope of Exhibit A attached hereto;
- 4 c. Outside Counsel for the parties and Outside Counsel's employees;
- 5 d. House Counsel and no more than two employees of a Party who  
6 require the information to assist the attorneys involved in this action  
7 or to evaluate this action for settlement discussions and who have  
8 executed a Declaration in the form and scope of Exhibit A attached  
9 hereto;
- 10 e. experts, vendors, investigators, translators, jury consultants, and mock  
11 jury members that are not presently employees of a party, provided,  
12 however, that no information or document designated as  
13 "Confidential" may be shown or provided to any person other than  
14 Outside Counsel unless and until such person executes a Declaration  
15 in the form and scope of Exhibit A attached hereto and the procedures  
16 of Section 7.4 shall be followed;
- 17 f. persons testifying in depositions or court proceedings (including,  
18 without limitation, persons preparing to testify in such depositions or  
19 court proceedings) to the extent the "Confidential" document or  
20 information was authored by, addressed to, or received by the person  
21 or party testifying;
- 22 g. such other persons as the parties may designate in writing by  
23 stipulation or orally agree upon on the record at a deposition in these  
24 actions, provided, however, that no information or document  
25 designated as "Confidential" may be shown or provided to any such  
26 person unless and until such person (1) executes a Declaration in the  
27 form and scope of Exhibit A attached hereto or (2) agree orally on the  
28 record at a deposition in these actions to be bound by the terms of this

1 Protective Order, and further provided that any documents designated  
2 as “Confidential” shall not be left in the possession of the person  
3 subject to this subparagraph “g”, unless the person otherwise qualifies  
4 for access to such documents pursuant to this Protective Order.

5 **7.3. Disclosure of “Highly Confidential-Outside Counsel Only” Information**  
6 **or Items:** Other than by the Producing Party, any information or document designated as  
7 “Highly Confidential-Outside Counsel Only” shall be used solely in connection with this  
8 action and shall not be used in any other manner by a Receiving Party. Any such  
9 designated information or documents shall not be disclosed to anyone other than:

- 10 a. the Court and court personnel;
- 11 b. court reporters taking testimony in these actions and their necessary  
12 stenographic, videographic, and clerical personnel who have executed  
13 a Declaration in the form and scope of Exhibit A attached hereto;
- 14 c. Outside Counsel for the parties and Outside Counsel’s employees;
- 15 d. experts, vendors, translators, jury consultants, and mock jury  
16 members that are not presently employees of a party to whom it is  
17 reasonably necessary to disclose the information for this litigation,  
18 provided, however, that no information or document designated as  
19 “Highly Confidential - Outside Counsel Only” may be shown or  
20 provided to any person other than Outside Counsel unless and until  
21 such person executes a Declaration in the form and scope of Exhibit A  
22 attached hereto and the procedures of Section 7.4 shall be followed;
- 23 e. persons testifying in depositions or court proceedings (including,  
24 without limitation, persons preparing to testify in such depositions or  
25 court proceedings) to the extent the “Highly Confidential-Outside  
26 Counsel Only” document or information was authored by, addressed  
27 to, or received by the person or party testifying;

1 f. such other persons as the parties may designate in writing by  
2 stipulation or orally agree upon on the record at a deposition in these  
3 actions, provided, however, that no information or document  
4 designated as “Highly Confidential-Outside Counsel Only” may be  
5 shown or provided to any such person unless and until such person (1)  
6 executes a Declaration in the form and scope of Exhibit A attached  
7 hereto; or (2) agrees orally on the record at a deposition in these  
8 actions to be bound by the terms of this Protective Order, and further  
9 provided that any documents designated as “Highly Confidential-  
10 Outside Counsel Only” shall not be left in the possession of the  
11 person subject to this subparagraph “f”, unless the person otherwise  
12 qualifies for access to such documents pursuant to this Protective  
13 Order.

14 **7.4. Procedures for Approving Disclosure of Protected Material or Items to**  
15 **Experts:**

16 **7.4.01: Non-Technical Experts:** The attorneys of record for each of the parties  
17 shall retain the original, executed Declarations (in the form of Exhibit A hereto) that have  
18 been executed by that party and/or its employees and that party’s witnesses, experts,  
19 vendors, translators, and jury consultants. It shall be sufficient for an expert, investigator,  
20 and jury consultant to execute the Declaration on behalf of the members and employees  
21 of his or her firm; no additional Declarations are necessary from such members and  
22 employees.

23 **7.4.02: Technical Experts:**

24 (a) Prior to disclosure of any documents or information designated  
25 “Confidential” or “Highly Confidential-Outside Counsel Only” to any Technical Expert,  
26 a copy of the executed Declaration shall be served upon opposing counsel (with a copy of  
27 such person’s curriculum vitae, such person’s current employer, a general statement of  
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1 any prior or current relationship or connection with either party, and a list of all cases in  
2 which such person has been deposed or testified as an expert during the past four years).

3 (b) The Challenging Party shall make any objections to the disclosure of  
4 Protected Material to the Technical Expert in writing no later than five (5) calendar days  
5 from the date of receipt. The written objection must set forth in detail the grounds on  
6 which it is based. Any such objections to the disclosure must be in good faith and not  
7 interposed for purposes of delay or harassment.

8 (c) A Party that receives a timely written objection must comply with the  
9 Central District of California Local Rule 37-1 by meeting and conferring with the  
10 Challenging Party to try to resolve the matter by agreement. If no agreement is reached,  
11 the Challenging Party may file a motion with the Court. If the Challenging Party fails to  
12 file a motion within five (5) calendar days following a meet and confer, assuming no  
13 agreement is reached, then the Challenging Party has waived his or her right to object to  
14 the disclosure.

15 No such disclosure shall occur until the objection is resolved or the Court grants a  
16 motion permitting the disclosure. The burden to file any such motion is on the  
17 Challenging Party. The prevailing party in such a motion may recover its attorneys' fees  
18 and costs incurred in bringing or opposing the motion.

19 **8. Filing Protected Material:** The parties agree this Protective Order alone  
20 does not justify filings under seal. Any party wishing to file pleadings or other  
21 documents under seal will file an *ex parte* application with the Court, that complies with  
22 the requirements of Local Rules 7-19, 79-5, General Order 08-02, or such other rules or  
23 orders that may be applicable at the time the party seeks to file Disclosure or Discovery  
24 Material under seal. If the non-moving party is the Producing Party of the Protected  
25 Material that the moving party wishes to file under seal, then the non-moving party shall  
26 agree to not oppose the moving party's *ex parte* application.

1           **9. Final Disposition**

2           Upon the Final Disposition of this action, any party may serve written notice on  
3 the other parties demanding that Protected Material that was produced by that party be  
4 destroyed. Unless otherwise permitted herein, within sixty (60) calendar days after  
5 receipt of such notice, all documents (originals and copies) designated as “Confidential”  
6 or “Highly Confidential-Outside Counsel Only,” and all excerpts therefrom in the  
7 possession, custody, or control of parties other than the Producing Party, and experts,  
8 investigators, advisors, or consultants shall be destroyed. Outside Counsel for parties  
9 other than the Producing Party may retain one hard copy and one electronic copy of each  
10 document, pleading, brief, trial exhibit, deposition exhibit, work product, and transcript  
11 embodying documents or information designated as “Confidential” or “Highly  
12 Confidential-Outside Counsel Only” for archival purposes only, but shall destroy or  
13 return all additional copies of such documents, pleadings, briefs, trial exhibits, deposition  
14 exhibits, work product, and transcripts.

15           **10. Miscellaneous**

16           **10.1. Right To Further Relief:** The Court shall retain jurisdiction over the  
17 parties for the purpose of ensuring compliance with this Protective Order and granting  
18 such amendments, modifications, and additions to this Protective Order and such other  
19 and further relief as may be necessary, and any party may apply to the Court at any time  
20 for an amendment, modification, or addition to this Protective Order. This Protective  
21 Order shall survive the final disposition of the action, by judgment, dismissal, settlement,  
22 or otherwise.

23           **10.2. Protected Material Ordered Produced In Another Litigation:** A  
24 Receiving Party of documents or information designated as “Confidential” or “Highly  
25 Confidential - Outside Counsel Only” hereunder who is requested or required to disclose  
26 the documents or information pursuant to any law, regulation, order, subpoena or rule of  
27 any governmental authority, shall make reasonable efforts to promptly notify (in writing)  
28 the Producing Party, through Producing Party’s Counsel, specifying the Protected

1 Material sought and enclosing a copy of the request, in order to provide the Producing  
2 Party sufficient time to limit or oppose such disclosure. In no event shall such notice be  
3 less than ten (10) calendar days before such disclosure is required, unless the request for  
4 documents or information provides for a disclosure date of less than ten (10) calendar  
5 days, in which case the Receiving Party must notify the Producing Party immediately  
6 upon receipt of the request. If the Producing Party notifies the Receiving Party of its  
7 objection to the production of Protected Material and of its intent to move for a protective  
8 order (or to otherwise limit or oppose such disclosure), and if the Receiving Party files  
9 such a motion prior to any legal deadline by which the Producing Party would otherwise  
10 be legally required to produce the Protected Material, the Receiving Party shall not  
11 produce or otherwise disclose any Protected Material until the motion for protective order  
12 has been resolved by this Court, another Court or governmental agency, unless the  
13 Receiving Party is otherwise legally obligated to do so.

14 **10.3. Unauthorized Disclosure of Protected Material:** In the event that anyone  
15 violates or threatens to violate the terms of this Protective Order, the Parties agree that  
16 the aggrieved Party may apply to obtain injunctive relief against any such violation or  
17 threatened violation, and in the event the aggrieved Party shall do so, the respondent shall  
18 be subject to the provisions of this Protective Order.

19 **10.4. Right to Assert Other Objections:** Neither this Protective Order nor any  
20 stipulation therefor, nor any disclosure or use of information or documents, in whatever  
21 form, pursuant to this Protective Order, shall be deemed an admission, waiver, or  
22 agreement by any Party that any information or documents designated as “Confidential”  
23 or “Highly Confidential-Outside Counsel Only” hereunder is or is not a trade secret or  
24 confidential information for purposes of determining the merits of any claims any Party  
25 may have against one another or a third party or for any other purpose. Neither this  
26 Protective Order nor any stipulation therefor shall be deemed to expand the scope of  
27 discovery in these actions beyond the limits otherwise prescribed by law, nor to enlarge  
28 the scope of discovery to matters unrelated to these actions. Nothing in this Protective



1 Order shall be construed to affect the admissibility of any document, material, or  
2 information at any trial or hearing; any request for confidentiality, closure, or sealing of  
3 any hearing or trial must be made to the judge then presiding over this action.

4 **10.5. Right To Amend:** Either Party may request any amendment to this  
5 Protective Order to facilitate the efficient and appropriate handling of “Confidential” and  
6 “Highly Confidential-Outside Counsel Only.” Any amendment to this Protective Order  
7 must be entered by the Court to be effective.

8 The parties agree that, upon entry of this Protective Order by the Court, the  
9 effective date of the Protective Order will relate back to the last date the Stipulation is  
10 signed by Counsel for the parties, as if the Protective Order had been entered on that date.

11  
12 DATED: April 12, 2011

**GREENBERG TRAURIG, LLP**

13  
14 By:  /s/ Kamran Salour

15 Valerie W. Ho

16 Kamran Salour

17 Attorneys for Plaintiffs and Counterdefendants  
18 Silverlit Toys Manufactory Ltd., Spin Master Ltd.,  
19 and Steven Davis

20 DATED: April 11, 2011

**BROWN, WEGNER & BERLINER LLP**

21  
22 By:  /s/ William J. Brown, Jr.

23 William J. Brown, Jr.

24 Matthew K. Wegner

25 Attorneys for Defendants and Counterclaimants  
26 Toyrrific, LLC, World Trading 23, Inc., Toy  
27 Raptor, Inc., World Tech Toys, Inc., and Kevork  
28 Kouyoumjian

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**IT IS SO ORDERED** that the foregoing provisions of this Protective Order shall govern and control the disclosure, dissemination, and use of confidential information produced in this action.

DATED: April 19, 2011

\_\_\_\_\_/s/\_\_\_\_\_  
\_\_\_\_\_

Hon. Jacqueline Chooljian  
Magistrate Judge of the U.S. District Court  
Central District of California

**EXHIBIT A**

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

SILVERLIT TOYS MANUFACTORY LTD., a Hong Kong company, and SPIN MASTER LTD., a Canadian corporation, and STEVEN DAVIS, an individual,

Plaintiffs,

vs.

TOYRRIFIC, LLC, a California limited liability company; WORLD TRADING 23, INC., a California corporation; WORLDTRADING23.COM ; TOY RAPTOR, INC., a California corporation; WORLD TECH TOYS, INC., a California corporation; HOBBYTRON.COM ; RC HELI KING, form unknown; RCHELIKING.COM; and KEVORK KOUYOUMJIAN, an individual,  
Defendants.

AND RELATED COUNTERCLAIMS

Case No: CV10-3414 CAS (JCx)

**DECLARATION**

**Judge: Hon. Jacqueline Chooljian**

**Courtroom: 20**

DECLARATION OF \_\_\_\_\_ (Name of Declarant)

I, \_\_\_\_\_, of \_\_\_\_\_

declare under the penalty of perjury as follows:

1. My address is \_\_\_\_\_.

2. If I am a/an expert/vendor/investigator/translator/jury consultant/mock jury member.

3. My present occupation or job description is \_\_\_\_\_

1 \_\_\_\_\_  
2 4. I received a copy of the Joint Stipulated Protective Order entered in this  
3 action on \_\_\_\_\_.

4 5. I have carefully read and understood the provisions of the Joint Stipulated  
5 Protective Order.

6 6. I agree to comply with and be bound by all of the provisions of the Joint  
7 Stipulated Protective Order, and I understand and acknowledge that failure to so comply  
8 could expose me to sanctions and punishment in the nature of contempt.

9 7. I agree that I will hold in confidence, and not disclose, in any manner any  
10 information or item that is subject to the Joint Stipulated Protective Order to anyone not  
11 designated therein; and will use any information or documents designated as  
12 “Confidential” or “Highly Confidential-Outside Counsel Only” only for the purposes of  
13 assisting in the resolution of disputes between the Parties to this action.

14 9. I will return or destroy all documents designated as “Confidential” or  
15 “Highly Confidential-Outside Counsel Only” that may come into my possession, and any  
16 copies, excerpts, summaries or compilations thereof, to Outside Counsel for the Party  
17 who disclosed or furnished such documents to me promptly upon the request of Counsel  
18 for such Party, or, if applicable, upon the request of Counsel by whom I have been  
19 retained, or upon the Final Disposition of this action.

20 10. I hereby submit to the jurisdiction of this Court for the purposes of  
21 enforcement of the terms of the Joint Stipulated Protective Order and of the terms of this  
22 Declaration.

23 I declare under penalty of perjury that the foregoing is true and correct.

24 Executed on \_\_\_\_\_ in \_\_\_\_\_

25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 (Signature)  
28