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NOTE CHANGES MADE BY THE COURT.

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 13 JUAN COVARRUBIAS, G. CUI, COMBAT OPTICAL, INC.,
 SHANDONG INTERNATIONAL ECONOMIC & TECHNICAL
 14 DEVELOPMENT CO., LTD. and QINGDAO AMBER SPORTS
 CO., LTD.

15
 16 **UNITED STATES DISTRICT COURT**
 17 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

18
 19 CARSON CHENG, *et al.*,
 20 *Plaintiffs,*

21 vs.

22 AIM SPORTS, INC., *et al.*,
 23 *Defendants.*

Case No. CV 10-3814 PSG (PLAx)

~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER

Honorable Paul L. Abrams

24 AND RELATED COUNTERCLAIMS.
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1 The Court recognizes that at least some of the documents and information
2 (“materials”) being sought through discovery in the above-captioned action are, for
3 competitive reasons, normally kept confidential by the parties, or by non-parties that
4 produce materials in this case. The parties have agreed to be bound by the terms of
5 this Protective Order (“Order”) in this action and to allow non-parties to also
6 designate materials under the terms of this Order.

7 The materials to be exchanged throughout the course of the litigation between
8 the parties may contain trade secret or other confidential research, technical, cost,
9 price, marketing or other commercial information, as is contemplated by Federal Rule
10 of Civil Procedure 26(c)(7). The purpose of this Order is to protect the confidentiality
11 of such materials as much as practical during the litigation. THEREFORE:

12 **DEFINITIONS**

13 1. The term “Confidential Information” shall mean and include information
14 contained or disclosed in any materials (regardless of how generated, stored or
15 maintained), including documents, portions of documents, answers to interrogatories,
16 responses to requests for admissions, trial testimony, deposition testimony, and
17 transcripts of trial testimony and depositions, including data, summaries, and
18 compilations derived therefrom that is deemed to be confidential information by any
19 party to which it belongs.

20 2. The term “materials” shall include, but shall not be limited to:
21 documents; correspondence; memoranda; bulletins; blueprints; e-mails; databases;
22 spreadsheets; specifications; customer lists or other material that identify customers or
23 potential customers; price lists or schedules or other matter identifying pricing;
24 minutes; telegrams; letters; statements; cancelled checks; contracts; invoices; drafts;
25 books of account; worksheets; notes of conversations; desk diaries; appointment
26 books; expense accounts; recordings; photographs; motion pictures; compilations
27 from which information can be obtained and translated into reasonably usable form
28 through detection devices; sketches; drawings; notes (including laboratory notebooks

1 and records); reports; instructions; disclosures; other writings; models and prototypes
2 and other physical objects.

3 3. The term "counsel" shall mean outside counsel of record, and other
4 attorneys, paralegals, secretaries, and other support staff employed in the law firms
5 identified below:

6 Chang & Cote, LLP; Brent A. Capehart, Esq. of Harrison, Arkansas; and
7 Stahl Law Firm.

8 **GENERAL RULES**

9 4. Each party to this litigation, and any non-party (the terms "party" and
10 "parties" as used herein shall be construed to include parties and non-parties for the
11 purpose of allowing designations of materials pursuant to this Order), that produces or
12 discloses any materials, answers to interrogatories, responses to requests for
13 admission, trial testimony, deposition testimony, and transcripts of trial testimony and
14 depositions, or information that the producing party believes should subject to this
15 Protective Order may designate the same as "CONFIDENTIAL" or "HIGHLY
16 CONFIDENTIAL – ATTORNEYS' EYES ONLY."

17 a. Designation as "CONFIDENTIAL": Any party may designate
18 information as "CONFIDENTIAL" only if, in the good faith belief of such party and
19 its counsel, the unrestricted disclosure of such information could be potentially
20 prejudicial to the business or operations of such party.

21 b. Designation as "HIGHLY CONFIDENTIAL – ATTORNEYS'
22 EYES ONLY": Any party may designate information as "HIGHLY
23 CONFIDENTIAL – ATTORNEYS' EYES ONLY" only if, in the good faith belief of
24 such party and its counsel, the information is among that considered to be most
25 sensitive by the party, including but not limited to trade secret or other confidential
26 research, development, financial or other commercial information. Upon request by
27 another party, a producing party shall provide the basis for a designation of "HIGHLY
28 CONFIDENTIAL – ATTORNEYS' EYES ONLY" within 5 days. If the designation

1 is not explained to the satisfaction of the objecting party, or if there is no response
2 within 5 days, the receiving party may move the court to remove or change the
3 designation. For the purposes of any motion, the burden of proving the
4 appropriateness of the designation will fall on the designating party. Any motion
5 challenging a designation must be made in strict compliance with Local Rules 37-1
6 and 37-2 (including the Joint Stipulation requirement).

7 c. All materials, whether or not filed or lodged with the court that
8 contain or make reference to Confidential Information for which the designating party
9 seeks protection under this order shall be designated as "CONFIDENTIAL" or
10 "HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY" on each page
11 containing any Confidential Information, except in the case of multipage documents
12 bound together by staple or other permanent binding, the legend "CONFIDENTIAL"
13 or "HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY" need be stamped
14 only on the first page of the document in order for the entire document to be treated as
15 having been designated "Confidential" or "Highly Confidential – Attorneys’ Eyes
16 Only."

17 d. Documents or other material produced by a non-party to this action
18 may be designated by the producing non-party as described in paragraph 4(c) or by
19 providing written notice, as soon as reasonably practicable, but in no event longer than
20 14 days from production, to counsel of the Bates numbers or number range or other
21 sufficiently definite description of the documents to be designated as
22 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -- ATTORNEYS EYES
23 ONLY." Counsel shall not permit documents or materials produced by a non-party to
24 be distributed to persons beyond those authorized to have access to "Highly
25 Confidential – Attorneys Eyes Only" documents or materials under this Order before
26 the time for designation of materials has elapsed in accordance with this paragraph.

27 5. Whenever a deposition taken on behalf of any party involves a disclosure
28 of Confidential Information of any party:

- 1 a. said deposition or portions thereof shall be designated as
2 containing Confidential Information subject to the provisions of
3 this Order; such designation shall be made on the record whenever
4 possible, but a party may designate portions of depositions as
5 containing Confidential Information after transcription of the
6 proceedings; a party shall have until fifteen (15) days after receipt
7 of the deposition transcript to inform the other party or parties to
8 the action of the portions of the transcript designated
9 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
10 ATTORNEYS' EYES ONLY;"
- 11 b. the disclosing party shall have the right to exclude from
12 attendance at said deposition, during such time as the Confidential
13 Information is to be disclosed, any person other than the deponent,
14 counsel (including their staff and associates), the court reporter,
15 and the person(s) agreed upon pursuant to Paragraphs 7 or 8
16 below; all persons in attendance at a deposition must be identified
17 on the record, if requested by a party; and
- 18 c. the originals of said deposition transcripts and all copies thereof
19 shall bear the legend "CONFIDENTIAL" or "HIGHLY
20 CONFIDENTIAL – ATTORNEYS' EYES ONLY," as
21 appropriate, and the original or any copy ultimately presented to a
22 court for filing shall not be filed unless it can be accomplished
23 under seal, identified as being subject to this Order, and protected
24 from being opened except by order of this Court.

25 6. All Confidential Information designated as "CONFIDENTIAL"
26 produced pursuant to this Order may be disclosed or made available only to the Court,
27 to outside counsel (as defined in Paragraph 3) for a party (including the paralegal,
28 clerical, secretarial, and other staff associated with such counsel), and to the "qualified

1 persons" designated as follows:

2 (a) a party, or an officer, director, in-house counsel, or employee of a
3 party, deemed necessary by outside counsel to aid in the prosecution, defense,
4 or settlement of this action;

5 (b) independent experts retained by outside counsel to assist in the
6 prosecution, defense, or settlement of this action;

7 (c) paralegals, stenographic and clerical employees, and translators
8 associated with subparagraph (a), but only as part of a disclosure to said
9 persons in accordance with this stipulation and order;

10 (d) judges, law clerks, court reporters, and other clerical personnel
11 of the Court before which this action is pending; and

12 (e) any other person as to whom the parties in writing agree.

13 7. All Confidential Information designated as "HIGHLY CONFIDENTIAL
14 - ATTORNEYS' EYES ONLY" produced pursuant to this Order may be disclosed or
15 made available only to the Court, to outside counsel (as defined in Paragraph 3) for a
16 party (including the paralegal, clerical, secretarial, and other staff associated with such
17 counsel), and to the "qualified persons" designated as follows:

18 (a) independent experts retained by outside counsel to assist in the
19 prosecution, defense, or settlement of this action;

20 (b) judges, law clerks, court reporters, and other clerical personnel
21 of the Court before which this action is pending; and,

22 (c) any other person as to whom the parties in writing agree.

23 8. Prior to receiving any Confidential Information, whether designated
24 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
25 ONLY," each "qualified person" defined in Paragraphs 6(a), (b) or (e) above shall be
26 provided with a copy of this Order and shall execute a Nondisclosure Agreement in
27 the form of Attachment A. A copy of the executed Nondisclosure Agreement shall be
28 provided to opposing counsel upon request. In the case of a "qualified person"

1 defined in Paragraph 6(a) above, a copy of the executed Nondisclosure Agreement
2 shall not be provided in response to a request unless and until such person is
3 designated as a testifying witness. The right of any independent expert to receive any
4 Confidential Information shall be subject to the advance approval of such expert by
5 the producing party or by permission of the Court. The party seeking approval of an
6 independent expert shall provide the producing party with the name and curriculum
7 vitae of the proposed independent expert, and an executed copy of the form attached
8 hereto as Exhibit A, in advance of providing any Confidential Information of the
9 producing party to the expert. Any objection by the producing party to an
10 independent expert receiving Confidential Information must be made in writing within
11 fourteen (14) days following receipt of the identification of the proposed expert.
12 Confidential Information may be disclosed to an independent expert if the fourteen
13 (14) day period has passed and no objection has been made. The approval of
14 independent experts shall not be unreasonably withheld.

15 9. Materials designated "CONFIDENTIAL" or "HIGHLY
16 CONFIDENTIAL – ATTORNEYS' EYES ONLY," shall not be disclosed by the
17 receiving party to anyone other than those persons designated herein and shall be
18 handled in the manner set forth below and, in any event, shall not be used for any
19 purpose other than in connection with this litigation, unless and until such designation
20 is removed either by agreement of the parties, or by order of the Court.

21 10. With respect to material designated "CONFIDENTIAL" or "HIGHLY
22 CONFIDENTIAL – ATTORNEYS' EYES ONLY," any person indicated on the face
23 of the document to be its originator, author or a recipient of a copy thereof, may be
24 shown the same.

25 11. All information which has been designated as "CONFIDENTIAL" or
26 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" by the producing or
27 disclosing party, and any and all reproductions thereof, shall be retained in the custody
28 of the counsel for the receiving party identified in Paragraph 3, except that

1 independent experts authorized to view such information under the terms of this Order
2 may retain custody of copies such as are necessary for their participation in this
3 litigation.

4 12. Before any materials produced in discovery, answers to interrogatories,
5 responses to requests for admissions, deposition transcripts, or other documents which
6 are designated as Confidential Information are filed with the Court for any purpose,
7 the party seeking to file such material shall seek permission of the Court to file said
8 material under seal. *Good cause must be shown. PZQ* The parties will follow and abide by applicable law, including
9 L.R. 79-5, with respect to filing documents under seal in this Court. Nothing shall be
10 filed under seal, and the court shall not be required to take any action, without
11 separate prior order by the Judge before whom the hearing or proceeding will take
12 place, after application by the affected party with appropriate notice to opposing
13 counsel.

14 13. At any stage of these proceedings, any party may object to a designation
15 of the materials as Confidential Information. The party objecting to confidentiality
16 shall notify, in writing, counsel for the designating party of the objected-to materials
17 and the grounds for the objection. If the dispute is not resolved consensually between
18 the parties within five days, the objecting party may move the Court for a ruling on
19 the objection. The materials at issue shall be treated as Confidential Information, as
20 designated by the designating party, until the Court has ruled on the objection or the
21 matter has been otherwise resolved. Any motion challenging a designation must be
22 made in strict compliance with Local Rules 37-1 and 37-2 (including the Joint
23 Stipulation requirement).

24 14. All Confidential Information shall be held in confidence by those
25 inspecting or receiving it, and shall be used only for purposes of this action. Counsel
26 for each party, and each person receiving Confidential Information shall take
27 reasonable precautions to prevent the unauthorized or inadvertent disclosure of such
28 information. If Confidential Information is disclosed to any person other than a

1 person authorized by this Order, the party responsible for the unauthorized disclosure
2 must immediately bring all pertinent facts relating to the unauthorized disclosure to
3 the attention of the other parties and, without prejudice to any rights and remedies of
4 the other parties, make every effort to prevent further disclosure by the party and by
5 the person(s) receiving the unauthorized disclosure.

6 15. No party shall be responsible to another party for disclosure of
7 Confidential Information under this Order if the information in question is not labeled
8 or otherwise identified as such in accordance with this Order.

9 16. If a party, through inadvertence, produces any Confidential Information
10 without labeling or marking or otherwise designating it as such in accordance with
11 this Order, the designating party may give written notice to the receiving party that the
12 document or thing produced is deemed Confidential Information, and that the
13 document or thing produced should be treated as such in accordance with that
14 designation under this Order. The receiving party must treat the materials as
15 confidential, once the designating party so notifies the receiving party. If the
16 receiving party has disclosed the materials before receiving the designation, the
17 receiving party must notify the designating party in writing of each such disclosure.
18 Counsel for the parties shall agree on a mutually acceptable manner of labeling or
19 marking the inadvertently produced materials as "CONFIDENTIAL" or "HIGHLY
20 CONFIDENTIAL – ATTORNEYS' EYES ONLY" - SUBJECT TO PROTECTIVE
21 ORDER.

22 17. Nothing herein shall prejudice the right of any party to object to the
23 production of any discovery material on the grounds that the material is protected as
24 privileged or as attorney work product.

25 18. Nothing in this Order shall bar counsel from rendering advice to their
26 clients with respect to this litigation and, in the course thereof, relying upon any
27 information designated as Confidential Information, provided that the contents of the
28 information shall not be disclosed.

1 19. This Order shall be without prejudice to the right of any party to oppose
2 production of any information for lack of relevance or any other ground other than the
3 mere presence of Confidential Information. The existence of this Order shall not be
4 used by either party as a basis for discovery that is otherwise improper under the
5 Federal Rules of Civil Procedure.

6 20. Nothing herein shall be construed to prevent disclosure of Confidential
7 Information if such disclosure is required by law or by order of the Court.

8 21. Upon final termination of this action, including any and all appeals,
9 counsel for each party shall, upon request of the producing party, return all
10 Confidential Information to the party that produced the information, including any
11 copies, excerpts, and summaries thereof, or shall destroy same at the option of the
12 receiving party, and shall purge all such information from all machine-readable media
13 on which it resides. Notwithstanding the foregoing, counsel for each party may retain
14 all pleadings, briefs, memoranda, motions, and other documents filed with the Court
15 that refer to or incorporate Confidential Information, and will continue to be bound by
16 this Order with respect to all such retained information. Further, attorney work
17 product materials that contain Confidential Information need not be destroyed, but, if
18 they are not destroyed, the person in possession of the attorney work product will
19 continue to be bound by this Order with respect to all such retained formation.

20 22. The restrictions and obligations set forth herein shall not apply to any
21 information that: (a) the parties agree should not be designated Confidential
22 Information; (b) the parties agree, or the Court rules, is already public knowledge; (c)
23 the parties agree, or the Court rules, has become public knowledge other than as a
24 result of disclosure by the receiving party, its employees, or its agents in violation of
25 this Order; or (d) has come or shall come into the receiving party's legitimate
26 knowledge independently of the production by the designating party. Prior knowledge
27 must be established by pre-production documentation.

28 23. The restrictions and obligations herein shall not be deemed to prohibit

1 discussions of any Confidential Information with anyone if that person already has or
2 obtains legitimate possession thereof.

3 24. Transmission by facsimile or email is acceptable for all notification
4 purposes herein unless otherwise specified.

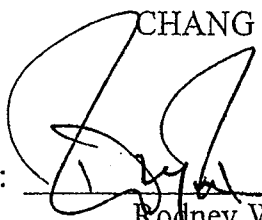
5 25. The Court may modify the protective order in the interests of justice or
6 for public policy reasons.

7 26. The Court may modify the terms and conditions of this Order for good
8 cause, or in the interest of justice, or on its own order at any time in these proceedings.
9 The parties prefer that the Court provide them with notice of the Court's intent to
10 modify the Order and the content of those modifications, prior to entry of such an
11 order.

12 Respectfully submitted,

13 Dated: 12/13/2010

14 CHANG & COTÉ, LLP

15
16 By: 

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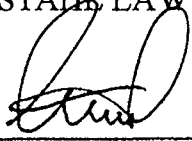
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Attorneys for Plaintiffs,
CARSON CHENG and NEW
CENTURY SCI & TECH, INC.

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DATED: December 13, 2010

STAHL LAW FIRM

By: 

Norbert Stahl, Esq.

Attorney for Defendants AIM Sports, Inc., Y. Cui, J. Covarrubias, G. Cui, Combat Optical, Inc., Shandong Int'l Econ. & Tech. Dev. Co. Ltd., and Qingdao Amber Sports Co., Ltd.

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DATED: December , 2010

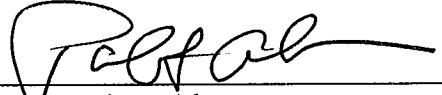
STAHL LAW FIRM

By: _____
Norbert Stahl, Esq.

Attorney for Defendants AIM Sports,
Inc., Y. Cui, J. Covarrubias, G. Cui,
Combat Optical, Inc., Shandong Int'l
Econ. & Tech. Dev. Co. Ltd., and
Qingdao Amber Sports Co., Ltd.

IT IS SO ORDERED.

DATED: December 15, 2010



Hon Paul L. Abrams
United States Magistrate Judge

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EXHIBIT A
IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

CARSON CHENG, *et al.*,

Plaintiffs,

vs.

AIM SPORTS, INC., *et al.*,

Defendants.

Case No. CV 10-3814 PSG (PLAx)

**AGREEMENT TO BE BOUND BY
THE PROTECTIVE ORDER**

Honorable Paul L. Abrams

AND RELATED COUNTERCLAIMS.

I, _____, declare and say that:

1. I am employed as _____ by _____.

2. I have read the Protective Order entered in *Carson Cheng, et al. v. AIM Sports, Inc., et al.*, Case No. CV10-3814 PSG (PLAx), and have received a copy of the Protective Order.

3. I promise that I will use any and all “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” information, as defined in the Protective Order, given to me only in a manner authorized by the Protective Order, and only to assist counsel in the litigation of this matter.

4. I promise that I will not disclose or discuss such “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” information with anyone other than the persons described in accordance with Paragraphs 3, 4, 6, and 7 of the Protective Order.

5. I acknowledge that, by signing this agreement, I am subjecting myself to the jurisdiction of the United States District Court for the Central District of California

1 with respect to enforcement of the Protective Order.

2 6. I understand that any disclosure or use of "Confidential" or "Highly
3 Confidential – Attorneys' Eyes Only" information in any manner contrary to the
4 provisions of the Protective Order may subject me to sanctions for contempt of court.

5
6 I declare under penalty of perjury that the foregoing is true and correct.

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8 Executed this _____ day of _____, 2009 at _____

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by _____

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