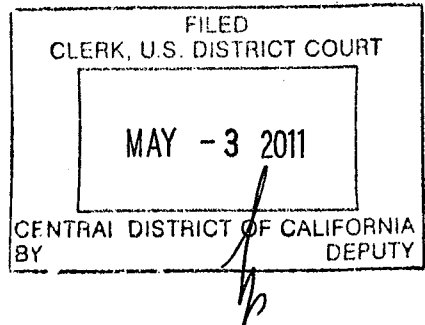


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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

PETER ROE, an individual; SCOTT SHEPPARD, an individual,

Plaintiffs,

v.

NATIONAL ASSOCIATION FOR STOCK CAR AUTO RACING, INC., a Florida corporation; TURNER BROADCASTING, INC., a Georgia corporation; AMERICROWN SERVICE CORPORATION, INC., a Pennsylvania corporation; CCI SCREENPRINTING, INC., a Virginia corporation; BABY TRACKS, INC., a Virginia corporation; and DOES 1 through 10,

Defendants.

Case No. 2:10-CV-04984-RSWL (RCx)

Assigned to Hon. Ronald S.W. Lew

~~PROPOSED~~ STIPULATED PROTECTIVE ORDER

The parties hereby submit this [Proposed] Stipulated Protective Order governing information and documents disclosed in discovery in this action.

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted. The parties acknowledge that this

~~PROPOSED~~ STIPULATED PROTECTIVE ORDER (2:10-CV-04984-RSWL (RCx))

1 Order does not confer blanket protections on all disclosures or responses to  
2 discovery and that the protection it affords extends only to the limited information  
3 or items that are entitled under the applicable legal principles to treatment as  
4 confidential. The parties further acknowledge, as set forth in Section 10 below, that  
5 this Stipulated Protective Order creates no entitlement to file confidential  
6 information under seal; Local Rule 79-5 sets forth the procedures that must be  
7 followed and reflects the standards that will be applied when a party seeks  
8 permission from the Court to file material under seal.

9 Accordingly, IT IS HEREBY STIPULATED between the parties that the  
10 following procedures shall be adopted for the protection of documents and  
11 information that any party deems to be proprietary and confidential and that may be  
12 produced during discovery in this case:

13 1. The parties may be requested to produce during discovery market  
14 research, information regarding competitive standing, information regarding internal  
15 product specifications or services, information relating to revenues, profits and  
16 financials of the parties, information regarding corporate strategy and other  
17 information which they in good faith believe contains or constitutes trade secrets or  
18 material non-public, competitively sensitive proprietary or confidential information  
19 (“Confidential Information”). Confidential Information is information which has  
20 not been made public and which concerns or relates to the processes, operations, or  
21 to the production, sales, shipments, purchases, transfers, identification of customers,  
22 inventories, amount or source of any income, profits, losses, or expenditures of any  
23 persons, firm, partnership, corporation, or other organization, the disclosure of  
24 which information may have the effect of causing harm to the competitive position  
25 of the person, firm, partnership, corporation, or to the organization from which the  
26 information was obtained. The parties believe that secrecy pursuant to this Order is  
27 in the public interest and that disclosure of Confidential Information would cause  
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1 serious harm, and desire that such information be protected from unnecessary  
2 dissemination.

3 2. Specifically, in this matter, the parties may be requested to exchange  
4 information regarding their respective market strategies, non-public information  
5 concerning their customers, clients and competitors, non-public financial  
6 information, and corporate communications regarding internal business decisions,  
7 among other trade secrets, which information may be the subject of this lawsuit.  
8 Such information is competitively sensitive and would cause damage if it was  
9 generally available in the market.

10 3. This Order applies to documents produced by a party or witness,  
11 responses to written discovery, including interrogatories, requests for admission and  
12 subpoenas, and deposition testimony and exhibits thereto ("Discovery Materials").

13 4. A party or third party ("Designating Party") may designate Discovery  
14 Materials, including those produced by third-party witnesses, as "Confidential  
15 Information" by:

- 16 a. Stamping or inscribing on each page of the pertinent Discovery  
17 Materials the words CONFIDENTIAL or CONFIDENTIAL-  
18 ATTORNEYS' EYES ONLY.
- 19 b. Designating portions of a deposition or deposition exhibits either  
20 during the deposition or by written notice to the court reporter  
21 and all counsel of record within twenty (20) business days after  
22 the reporter sends the transcript or written notice that the  
23 transcript is available for review. The court reporter shall be  
24 instructed to separately bind the Confidential Information portion  
25 and to mark the caption page of such portion CONFIDENTIAL  
26 or CONFIDENTIAL ATTORNEYS' EYES ONLY.
- 27 c. Notifying all counsel in this case in writing of designation of any  
28 third-party Discovery Materials as CONFIDENTIAL or

1 CONFIDENTIAL ATTORNEYS' EYES ONLY within thirty  
2 (30) days from the date the Designating Party has notice that the  
3 Discovery Materials have been produced.

4 5. Information and materials designated CONFIDENTIAL or  
5 CONFIDENTIAL-ATTORNEYS' EYES ONLY that a party receives subject to the  
6 terms of this Order shall be used only for the purposes of prosecuting or defending  
7 this case.

8 6. Information and materials designated CONFIDENTIAL may only be  
9 disclosed to:

- 10 a. The parties in this case;
- 11 b. The Court, Court clerks, deposition and trial reporters, counsel  
12 for the parties in the above-captioned Case No. 2:10-CV-04984-  
13 RSWL (RCx), and paraprofessional and secretarial employees of  
14 any of the above in this subsection;
- 15 c. Independent consultants or experts retained by any party in this  
16 case who are expected to testify at trial or employed by counsel  
17 in order to assist in preparation for trial or for deposition and  
18 who are not directly employed by any party or under contract  
19 with any party for any purpose other than this case, and who are  
20 not competitors of any party or employed by a competitor of any  
21 party;
- 22 d. Third-party witnesses during the course of their depositions,  
23 provided that (1) counsel for the designating party shall be  
24 informed that the witness will be shown Confidential  
25 Information before the designated information is shown to the  
26 witness, to give counsel for the designating party an opportunity  
27 to object, and (2) if an objection to showing the witness is made,  
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1 the designated information shall not be shown to the witness  
2 until the Court rules on the objection.

3 Copies may be made by or for the foregoing persons, provided that all copies are  
4 appropriately marked.

5 7. Information and materials designated CONFIDENTIAL-

6 ATTORNEYS' EYES ONLY may only be disclosed to:

- 7 a. The Court, Court clerks, deposition and trial reporters, outside  
8 counsel for the parties in the above-captioned Case No. 2:10-CV-  
9 04984-RSWL (RCx), and paraprofessional and secretarial  
10 employees of any of the above in this subsection;
- 11 b. Independent consultants or experts retained by any party in this  
12 case who are expected to testify at trial or employed by counsel  
13 in order to assist in preparation for trial or for deposition and  
14 who are not directly employed by any party or under contract  
15 with any party for any purpose other than this case, and who are  
16 not competitors of any party or employed by a competitor of any  
17 party;
- 18 c. Third party witnesses during the course of their depositions,  
19 provided that (1) counsel for the designating party shall be  
20 informed that the witness will be shown Confidential  
21 Information before the designated information is shown to the  
22 witness, to give counsel for the designating party an opportunity  
23 to object, and (2) if an objection to showing the witness is made,  
24 the designated information shall not be shown to the witness  
25 until the Court rules on the objection.

26 Copies may be made by or for the foregoing persons, provided that all copies are  
27 appropriately marked.

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1 8. No person or entity to whom information or materials designated  
2 CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY are disclosed  
3 shall discuss the information or disclose it to any person or entity other than those  
4 listed above, or for any purpose other than prosecution or defense of this case.

5 9. Before any information or materials designated CONFIDENTIAL or  
6 CONFIDENTIAL-ATTORNEYS' EYES ONLY are disclosed to any independent  
7 consultants, experts or third party witnesses otherwise as allowed herein, such  
8 person or entity shall read this Order and sign the Agreement which is attached  
9 hereto as Exhibit "A."

10 10. Nothing herein affects the producing party's use of information it has  
11 designated CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY.

12 11. All information and materials supplied by any party or witness which is  
13 not designated CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES  
14 ONLY pursuant to the terms of this Order may be used by any party without  
15 restriction.

16 12. Any party seeking to file information or materials designated  
17 CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY with the  
18 Court shall file such material, in accordance with the requirements of Local Rule 79-  
19 5, in a sealed envelope or other container bearing the words CONFIDENTIAL or  
20 CONFIDENTIAL-ATTORNEYS' EYES ONLY to be kept in a safe and secure  
21 place and not in files open to public inspection. The envelope or other container  
22 shall bear the title of the action and a statement substantially in the following form:

23 "This envelope contains documents and/or information  
24 which are subject to a Stipulated Protective Order. This  
25 envelope is not to be opened except by the Court."

26 13. No party shall be bound by this Order as to any information or  
27 materials:  
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- 1 a. Which it lawfully possessed in a writing prior to production of it in  
2 this action; or  
3 b. Which is generally known to the public.

4 If the receiving party believes that it is not bound by this Order respecting  
5 information designated CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS'  
6 EYES ONLY, it shall give notice to the Designating Party at least 45 days before  
7 the receiving party uses or discloses such information in a manner that would be  
8 prohibited by this Order, to enable the Designating Party to contest the receiving  
9 party's unrestricted use through a motion or application to the Court.

10 14. This Order is without prejudice to the right of any party to apply to the  
11 Court for a determination, for good cause shown, that: (a) purported Confidential  
12 Information is not in fact confidential, (b) persons not provided for in this Order  
13 may or may not receive Confidential Information, or (c) this Order be modified in  
14 any manner or vacated. An application for relief pursuant to this section shall be  
15 made only after reasonable efforts to meet and confer in good faith have been  
16 unsuccessful.

17 15. This Order shall remain in effect after the conclusion of this case and  
18 the Court shall retain jurisdiction to enforce its terms and to prevent or punish  
19 violations of it.


20 16. Within 30 days after final termination of this case either by consensual  
21 dismissal with prejudice, after final appellate review has been obtained, or after the  
22 time for appeal has lapsed without the filing of an appeal by either of the parties, all  
23 materials and copies containing information designated CONFIDENTIAL or  
24 CONFIDENTIAL-ATTORNEYS' EYES ONLY shall be returned to the party  
25 producing such information, together with any and all summaries, abstracts,  
26 notations and compilations containing any Confidential Information. In the  
27 alternative, within thirty (30) days after final termination of this case, such materials  
28 and copies may be shredded or disposed of in a manner to assure the destruction

1 thereof and declaration certifying such destruction or disposal shall be provided to  
 2 the party producing such information; provided, however, that there shall be no  
 3 obligation to return or destroy materials that are contained in e-mails, back-up tapes,  
 4 and/or other electronic formats even if those materials have been specifically  
 5 designated as Confidential Information hereunder. Notwithstanding the above, one  
 6 copy of the files in this case may be retained by counsel of record for each party,  
 7 subject to the terms of this Order.

8 17. In any action or proceeding arising from or relating to this Stipulated  
 9 Protective Order, the prevailing party shall be entitled to recover its reasonable  
 10 attorneys' fees and costs, without limiting any other relief that may be available.

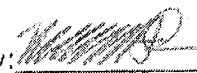
11 Dated: 4/25/11

NOVIAN & NOVIAN LLP  
 FARHAD NOVIAN  
 JOSEPH LOPEZ

12  
 13  
 14 By:   
 Farhad Novian  
 Attorneys for Plaintiffs  
 PETER ROE and SCOTT SHEPPARD

16 Dated: 4/20/2011

LOEB & LOEB LLP  
 CHRISTIAN CARBONE  
 MELANIE HOWARD

17  
 18  
 19 By:   
 Melanie Howard  
 Attorneys for Defendants  
 NATIONAL ASSOCIATION FOR  
 STOCK CAR AUTO RACING, INC.,  
 TURNER BROADCASTING SYSTEM,  
 INC. and AMERICROWN SERVICE  
 CORPORATION

23 Dated: \_\_\_\_\_

MANNING & KASS  
 ANTHONY J. ELLROD

24  
 25  
 26 By: \_\_\_\_\_  
 Anthony J. Ellrod  
 Attorneys for Defendants  
 CCI SCREENPRINGING, INC. and  
 BABY TRACKS, INC.

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 2 the party producing such information; provided, however, that there shall be no  
 3 obligation to return or destroy materials that are contained in e-mails, back-up tapes,  
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 5 designated as Confidential Information hereunder. Notwithstanding the above, one  
 6 copy of the files in this case may be retained by counsel of record for each party,  
 7 subject to the terms of this Order.

8 17. In any action or proceeding arising from or relating to this Stipulated  
 9 Protective Order, the prevailing party shall be entitled to recover its reasonable  
 10 attorneys' fees and costs, without limiting any other relief that may be available.

11 Dated: \_\_\_\_\_

NOVIAN & NOVIAN LLP  
 FARHAD NOVIAN  
 JOSEPH LOPEZ

12

13

14

By: \_\_\_\_\_  
 Farhad Novian  
 Attorneys for Plaintiffs  
 PETER ROE and SCOTT SHEPPARD

15

16

17 Dated: \_\_\_\_\_

LOEB & LOEB LLP  
 CHRISTIAN CARBONE  
 MELANIE HOWARD

18

19

By: \_\_\_\_\_  
 Melanie Howard  
 Attorneys for Defendants  
 NATIONAL ASSOCIATION FOR  
 STOCK CAR AUTO RACING, INC.,  
 TURNER BROADCASTING SYSTEM,  
 INC. and AMERICROWN SERVICE  
 CORPORATION

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21

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23

24 Dated: 4/19/11

MANNING & KASS  
 ANTHONY J. ELLROD

25

26

By: \_\_\_\_\_  
 Anthony J. Ellrod  
 Attorneys for Defendants  
 CCI SCREENPRINTING, INC. and  
 BABY TRACKS, INC.

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ORDER

IT IS SO ORDERED.

Dated: 5/3/11



Hon. Rosalyn M. Chapman *CHARLES F. E. /c*  
Magistrate, United States District Court  
*United States Magistrate Judge*

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**EXHIBIT "A"**

1. My name is \_\_\_\_\_ . I live at

\_\_\_\_\_.

2. I have read the Stipulated Protective Order entered by the Court in the matter of Roe, et. al v. National Association For Stock Car Racing, Inc., et. al United States District Court Case No. 2:10-CV-04984-RSWL (RCx)(the "Order").

3. I understand the responsibilities and obligations the Order imposes on persons viewing the material encompassed by the Order.

4. Pursuant to the Order, I hereby agree to be bound by all the provisions thereof, so as to enable me to view the material encompassed by the Order.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
[Name]