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 14 Skechers U.S.A., Inc. and Skechers U.S.A.,
 Inc. II

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

18 RICHARD REINSDORF,
 19 Plaintiff,

20 v.

21 SKECHERS U.S.A., INC.;
 22 SKECHERS U.S.A., INC. II; and
 DOES 1-10,
 23 Defendants.

Case No. CV10-7181-DDP (SSX)
 Hon. Dean D. Pregerson

[DISCOVERY DOCUMENT: Referred to Magistrate Judge Suzanne H. Segal]

[PROPOSED] AMENDED STIPULATED PROTECTIVE ORDER

1 **IT IS HEREBY STIPULATED AND AGREED** by and between Plaintiff
2 Richard Reinsdorf (“Reinsdorf”) and Defendants Skechers U.S.A., Inc. and
3 Skechers U.S.A., Inc. II (hereinafter collectively referred to as “Skechers”) as
4 follows:

5 **1. GOOD CAUSE STATEMENT**

6 Discovery activity in this action is likely to involve production and disclosure
7 of certain documents and information pertaining to the parties’ financial
8 information, personnel records, product development, marketing or business
9 strategies, or other kinds of competitive, commercially sensitive or proprietary
10 information, which require special protection from public disclosure and from use
11 for any purpose other than prosecuting this litigation. For example, Reinsdorf has
12 requested that Skechers produce documents related to its marketing plans and data,
13 agreements with third parties, prior settlement agreements with third parties, and
14 various financial documents. Accordingly, the parties hereby stipulate to and
15 petition the Court to enter the following Amended Stipulated Protective Order. The
16 parties acknowledge that this Amended Stipulated Protective Order does not confer
17 blanket protections on all disclosures or responses to discovery and that the
18 protection it affords extends only to the limited information or items that are
19 entitled under the applicable legal principles to treatment as confidential. The
20 parties further acknowledge, as set forth in Section 10, below, that this Amended
21 Stipulated Protective Order creates no entitlement to file confidential information
22 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed
23 and reflects the standards that will be applied when a party seeks permission from
24 the Court to file material under seal.

25 **2. DEFINITIONS**

26 2.1. Party: any party to this action, including all of its officers, directors,
27 employees, house counsel, corporate parents, subsidiaries, affiliates,
28 consultants, retained experts, and outside counsel (and their support staff).

1 2.2. Disclosure or Discovery Material: all items or information, regardless
2 of the medium or manner generated, stored, or maintained (including, among
3 other things, testimony, transcripts, or tangible things) that are produced or
4 generated in disclosures or responses to discovery in this matter.

5 2.3. “Confidential” Information or Items: information (regardless of how
6 generated, stored or maintained) or tangible things related to: non-public
7 financial or business plans and strategies, projections or analyses; non-public
8 personnel records; non-public employee, independent contractor, and third
9 party compensation and related issues; contracts and other documents
10 concerning compensation and employment; strategic transactions or other
11 business combinations; acquisition offers or expressions of interest; non-
12 public studies or analyses by internal or outside experts; non-public
13 competitive analyses; product development; and non-public business and
14 marketing plans, data and strategies.

15 2.4. “Highly Confidential – Attorneys’ Eyes Only” Information or Items:
16 information (regardless of how generated, stored or maintained, including
17 testimony or documents) or tangible things related to (i) Skechers’ General
18 Ledger; and (ii) Skechers’ annual Media Budget Summaries.

19 2.5. Receiving Party: a Party that receives Disclosure or Discovery
20 Material from a Producing Party.

21 2.6. Producing Party: a Party or non-party that produces Disclosure or
22 Discovery Material in this action.

23 2.7. Designating Party: a Party or non-party that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 “Confidential.”

26 2.8. Protected Material: any Disclosure or Discovery Material that is
27 designated as “Confidential.”
28

1 2.9. Outside Counsel: attorneys who are not employees of a Party but who
2 are retained to represent or advise a Party in this action.

3 2.10. House Counsel: attorneys who are employees of a Party.

4 2.11. Counsel (without qualifier): Outside Counsel and House Counsel (as
5 well as their support staffs).

6 2.12. Expert: a person with specialized knowledge or experience in a matter
7 pertinent to the litigation who has been or may be retained by a Party or its
8 counsel to serve as an expert witness or as a consultant in this action and
9 who is not a current employee of a Party or a direct competitor of a Party
10 and who, at the time of retention, is not anticipated to become an employee
11 of a Party or a direct competitor of a Party. This definition includes a
12 professional jury or trial consultant retained in connection with this
13 litigation.

14 2.13. Professional Vendors: persons or entities that provide litigation
15 support services (*e.g.*, photocopying; videotaping; translating; preparing
16 exhibits or demonstrations; organizing, storing, retrieving data in any form
17 or medium; etc.) and their employees and subcontractors.

18 **3. SCOPE**

19 The protections conferred by this Amended Stipulated Protective Order cover
20 not only Protected Material (as defined above), but also any information copied or
21 extracted therefrom, as well as all copies, excerpts, summaries, or compilations
22 thereof, plus testimony, conversations, or presentations by parties or counsel to or
23 in court or in other settings that might reveal Protected Material.

24 **4. DURATION**

25 Following the conclusion or termination of this litigation, the confidentiality
26 obligations imposed by this Amended Stipulated Protective Order shall remain in
27 effect until a Designating Party agrees otherwise in writing or a court order
28 otherwise directs.

1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1. Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or non-party that designates information or items for protection
4 under this Amended Stipulated Protective Order shall limit any such
5 designation to specific material that qualifies under the appropriate
6 standards. A Designating Party shall designate for protection only those
7 parts of material, documents, items, or oral or written communications that
8 qualify — so that other portions of the material, documents, items, or
9 communications for which protection is not warranted are not swept
10 unjustifiably within the ambit of this Amended Stipulated Protective Order.

11 If a Party or a non-party concludes that information or items that it or
12 that has been designated for protection does not qualify for protection at all,
13 or does not qualify for the level of protection initially asserted, that Party or
14 non-party must promptly notify all other parties in writing that it is
15 withdrawing the incorrect designation or that it is challenging the
16 designation.

17 5.2. Manner and Timing of Designations. Except as otherwise provided in
18 this Amended Stipulated Protective Order (*see, e.g.*, second paragraph of
19 section 5.2(a) and section 5.3, below), or as otherwise stipulated or ordered,
20 material that qualifies for protection under this Amended Stipulated
21 Protective Order must be clearly so designated before the material is
22 disclosed or produced.

23 Designation in conformity with this Amended Stipulated Protective
24 Order requires:

25 (a) for information in documentary form (apart from transcripts of
26 depositions or other pretrial or trial proceedings), that the Producing Party affix the
27 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
28 EYES ONLY” on each page that contains protected material.

1 (b) for testimony given in deposition or in other pretrial or trial
2 proceedings, that the Party or non-party offering or sponsoring the testimony
3 identifies on the record, before the close of the deposition, hearing, or other
4 proceeding, all protected testimony, and further specify any portions of the
5 testimony that qualify as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
6 ATTORNEYS’ EYES ONLY.” When it is impractical to identify separately each
7 portion of testimony that is entitled to protection, and when it appears that
8 substantial portions of the testimony may qualify for protection, the Party or non-
9 party that sponsors, offers, or gives the testimony may invoke on the record (before
10 the deposition or proceeding is concluded) a right to have up to 20 days from the
11 date of receipt of the transcript to identify the specific portions of the testimony as
12 to which protection is sought and to specify the level of protection being asserted
13 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
14 ONLY”). When this right has been invoked, the transcript shall be treated as
15 “CONFIDENTIAL” during the sooner of: (a) 20 days from the date of receipt of
16 the transcript; or (b) the date that the specific portions of testimony for which
17 protection is sought have been designated as “CONFIDENTIAL” or “HIGHLY
18 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and such designations have
19 been served. The foregoing applies only if the above-mentioned 20-day period is
20 invoked. Only those portions of the testimony that are appropriately designated for
21 protection within the 20 days shall be covered by the provisions of this Amended
22 Stipulated Protective Order.

23 (c) for information produced in some form other than documentary,
24 and for any other tangible items, that the Producing Party affix in a prominent place
25 on the exterior of the container or containers in which the information or item is
26 stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
27 ATTORNEYS’ EYES ONLY.”
28

1 5.3. Inadvertent Production or Failure to Designate.

2 (a) An inadvertent failure to designate qualified information or
3 items as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” does not
4 waive the Designating Party’s right to secure protection under this Amended
5 Stipulated Protective Order for such material. In the event that any document or
6 thing qualifying for designation as “Confidential” or “Highly Confidential –
7 Attorneys’ Eyes Only” is inadvertently produced without the proper designation,
8 the Producing Party shall identify such document or thing promptly in writing after
9 its inadvertent production is discovered and provide a copy of such document or
10 thing with the proper designation to counsel for the Receiving Party, upon receipt
11 of which the Receiving Party shall promptly return or verify in writing that it has
12 destroyed all copies of the document or thing in its previously undesignated or
13 misdesignated form.

14 (b) In the event that any document or thing containing or
15 constituting privileged attorney-client communications or attorney work product is
16 inadvertently produced, the Producing Party shall notify the Receiving Party
17 promptly in writing after it is discovered that the privileged material was
18 inadvertently produced for inspection or provided, and upon receipt of such
19 notification the Receiving Party shall promptly return to counsel for the Producing
20 Party any and all copies of such document or thing and thereafter refrain from any
21 use whatsoever, in this case or otherwise, of such document or thing. The
22 inadvertent production of any document or thing for which a claim of attorney-
23 client privilege or work-product doctrine is subsequently asserted by the Producing
24 Party shall not constitute a subject matter waiver of a valid claim of privilege or
25 work-product doctrine as to any other document or thing in the possession of the
26 Producing Party, or as to any communication or information within the knowledge
27 of the Producing Party.

28

1 (c) In the event that a Receiving Party receives a document or thing
2 containing privileged attorney-client communications or attorney work product that
3 the Receiving Party believes has been inadvertently produced, the Receiving Party
4 shall notify the Producing Party promptly in writing after it is discovered that the
5 privileged material may have been inadvertently produced for inspection or
6 provided. If the Producing Party has notified the Receiving Party of inadvertent
7 production hereunder, or has confirmed the inadvertent production called to its
8 attention by the Receiving Party, the Receiving Party shall promptly return to
9 counsel for the Producing Party any and all copies of such document or thing and
10 thereafter refrain from any use whatsoever, in this case or otherwise of such
11 document or thing. The inadvertent production of any document or thing for which
12 a claim of attorney-client privilege or work-product doctrine is subsequently
13 asserted by the Producing Party shall not constitute a subject matter waiver of a
14 valid claim of privilege or work-product doctrine as to any other document or thing
15 in the possession of the Producing Party, or as to any communication or
16 information within the knowledge of the Producing Party.

17 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

18 6.1. Timing of Challenges. Any challenge to a Designating Party's
19 confidentiality designation shall be made as promptly as the circumstances
20 permit.

21 6.2. Meet and Confer. A Party wishing to challenge a Designating Party's
22 confidentiality designation shall begin the process by conferring directly
23 with counsel for the Designating Party. The provisions of Local Rule 37
24 shall apply to all such challenges.

25 6.3. Judicial Intervention. If the parties are unable to informally resolve a
26 challenge to a particular designation, the challenging Party may file and
27 serve a motion that identifies the challenged material and sets forth in detail
28 the basis for the challenge. The burden to justify the particular designation

1 on such a motion shall be on the Designating Party. Each such motion must
2 be accompanied by a competent declaration that affirms that the movant has
3 complied with the meet and confer requirements imposed in the preceding
4 paragraph and that sets forth with specificity the justification for the
5 confidentiality designation that was given by the Designating Party in the
6 meet and confer dialogue. Until the Court rules on the challenge, all parties
7 shall continue to afford the material in question the level of protection to
8 which it is entitled under the Producing Party's designation.

9 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

10 7.1. Basic Principles. A Receiving Party may use Protected Material that is
11 disclosed or produced by another Party or by a non-party in connection with
12 this case only for prosecuting, defending, or attempting to settle this
13 litigation. Such Protected Material may be disclosed only to the categories
14 of persons and under the conditions described in this Amended Stipulated
15 Protective Order. The Court will determine the extent to which the
16 Protective Order will control the use of Protected Material at trial. When the
17 litigation has been terminated, a Receiving Party must comply with the
18 provisions of section 12, below (FINAL DISPOSITION).

19 Protected Material must be stored and maintained by a Receiving Party at a
20 location and in a secure manner that ensures that access is limited to the persons
21 authorized under this Amended Stipulated Protective Order.

22 7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless
23 otherwise ordered by the Court or permitted in writing by the Designating
24 Party, a Receiving Party may disclose any information or item designated
25 CONFIDENTIAL only to:

26 (a) the Receiving Party's Outside Counsel of record in this action,
27 as well as employees of said Outside Counsel to whom it is reasonably necessary to
28 disclose the information for the prosecution or defense of this litigation;

1 (b) the Receiving Party’s House Counsel, as well as employees of
2 said House Counsel to whom it is reasonably necessary to disclose the information
3 for the prosecution or defense of this litigation;

4 (c) the officers, directors, or employees of the Receiving Party to
5 whom disclosure is reasonably necessary for the prosecution or defense of this
6 litigation and who have signed the “Agreement to Be Bound by Protective Order”
7 (Exhibit 1);

8 (d) experts (as defined in this Amended Stipulated Protective Order)
9 (1) to whom disclosure is reasonably necessary for the prosecution or defense of
10 this litigation, and (2) who have signed the “Agreement to Be Bound by Protective
11 Order” (Exhibit 1);

12 (e) the Court and its personnel;

13 (f) court reporters, their staffs, and professional vendors to whom
14 disclosure is reasonably necessary for the prosecution or defense of this litigation;

15 (g) during their depositions, witnesses in the action to whom
16 disclosure is reasonably necessary and who testify under oath to their agreement to
17 be bound by this Amended Stipulated Protective Order.

18 (h) the author of the document or the original source of the
19 information, and the persons who originally received the document in the ordinary
20 course of business.

21 7.3. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
22 ONLY” Information or Items. Unless otherwise ordered by the Court or
23 permitted in writing by the Designating Party, a Receiving Party may
24 disclose any information or item designated “HIGHLY CONFIDENTIAL –
25 ATTORNEYS’ EYES ONLY” only to:

26 (a) the Receiving Party’s Outside Counsel of record in this action,
27 as well as employees of said Outside Counsel to whom it is reasonably necessary to
28 disclose the information for the prosecution or defense of this litigation;

1 (b) experts (as defined in this Protective Order) (1) to whom
2 disclosure is reasonably necessary for the prosecution or defense of this litigation,
3 and (2) who have signed the “Agreement to Be Bound by Protective Order”
4 (Exhibit 1), including, but not limited to, David Connelly;

5 (c) the Court and its personnel;

6 (d) court reporters, their staffs, and professional vendors to whom
7 disclosure is reasonably necessary for the prosecution or defense of this litigation;

8 (e) the author of the document or the original source of the
9 information, and those persons reasonably believed to have received the document
10 or be knowledgeable about its contents in the ordinary course of business;

11 (f) any deponent who is an employee of Skechers U.S.A., Inc. or
12 Skechers U.S.A., Inc. II; and

13 (g) any non-party deponent if the deponent signs the “Agreement to
14 Be Bound by Protective Order” (Exhibit 1), subject to the following procedure. If
15 the Designating Party receives notice for a non-party deposition and reasonably
16 believes the deponent should not be permitted to see information and items
17 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” during
18 his or her deposition, the Designating Party’s counsel shall provide written notice
19 of such objection to counsel for the party noticing the deposition ten (10) business
20 days before the deposition is scheduled to commence. If the party noticing the
21 deposition wishes to show said non-party deponent Highly Confidential documents,
22 he shall specifically identify to the Designating Party those Highly Confidential
23 documents it intends to use no less than five (5) business days before the deposition
24 is scheduled to commence. The Designating Party and its counsel shall not
25 identify, describe, or otherwise reveal this information to the non-party witness or
26 his or her counsel, except to the extent necessary for the Designating Party to file a
27 motion for protective order. If the Designating Party files a motion for protective
28

1 order in advance of the deposition, the deponent may not be shown the highly
2 confidential material unless the Court denies the motion.

3 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED** 4 **IN OTHER LITIGATION**

5 If a Receiving Party is served by a non-party with a subpoena or an order
6 issued in other litigation that would compel disclosure of any information or items
7 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
8 ATTORNEYS’ EYES ONLY,” the Receiving Party must so notify the Designating
9 Party, in writing (by fax, if possible) no more than ten (10) court days after
10 receiving the subpoena or order. Such notification must include a copy of the
11 subpoena or court order.

12 The Receiving Party also must immediately inform in writing the non-party
13 who caused the subpoena or order to issue in the other litigation that some or all the
14 material covered by the subpoena or order is the subject of this Amended Stipulated
15 Protective Order. In addition, the Receiving Party must deliver a copy of this
16 Amended Stipulated Protective Order promptly to the non-party in the other action
17 that caused the subpoena or order to issue.

18 The purpose of imposing these duties is to alert the interested parties to the
19 existence of this Amended Stipulated Protective Order and to afford the
20 Designating Party in this case an opportunity to try to protect its confidentiality
21 interests in the court from which the subpoena or order issued. The Designating
22 Party shall bear the burdens and the expenses of seeking protection in that court of
23 its confidential material – and nothing in these provisions should be construed as
24 authorizing or encouraging a Receiving Party in this action to disobey a lawful
25 directive from another court.

26 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

27 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
28 Protected Material to any person or in any circumstance not authorized under this

1 Amended Stipulated Protective Order, the Receiving Party must immediately (a)
2 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
3 best efforts to retrieve all copies of the Protected Material, (c) inform the person or
4 persons to whom unauthorized disclosures were made of all the terms of this
5 Amended Stipulated Protective Order, and (d) request such person or persons to
6 execute the “Acknowledgment and Agreement to Be Bound” attached hereto as
7 Exhibit 1.

8 **10. FILING PROTECTED MATERIAL**

9 Information designated as “CONFIDENTIAL” or “HIGHLY
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that is included in any legal
11 paper (*i.e.*, a paper intended to be filed with the Court) served in this action,
12 whether appended as an exhibit or incorporated into a pleading, affidavit,
13 declaration, memorandum of law or other legal document, shall be subject to the
14 terms of this Amended Stipulated Protective Order, and such information may be
15 disclosed by the Receiving Party only to those persons identified in paragraph 7.2
16 above (with respect to information designated as “CONFIDENTIAL”) or paragraph
17 7.3 above (with respect to information designated as HIGHLY CONFIDENTIAL -
18 ATTORNEYS’ EYES ONLY). Any legal paper, document or thing filed with the
19 clerk of the Court that contains any information designated as “CONFIDENTIAL”
20 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” shall be filed
21 pursuant to the procedure set forth in Civil Local Rule 79-5.

22 Nothing contained in this Amended Stipulated Protective Order shall
23 preclude any party from using its own Confidential Information in any manner it
24 sees fit, without prior consent of any other party or the Court. Nothing herein shall
25 operate as any admission by any of the parties hereto that any particular materials
26 contains or reflects trade secrets, or other confidential or proprietary information.
27
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1 **11. PRIVILEGE LOG**

2 A Producing Party may withhold production of a document based on the
3 assertion that the otherwise responsive document is privileged (i.e., attorney-client
4 privilege or work product doctrine). The privilege log shall be produced to the
5 Receiving Party within a reasonable time after the production of any documents
6 from which any documents have been withheld as privileged, or as otherwise
7 provided by Court Order.

8 **12. FINAL DISPOSITION**

9 Unless otherwise ordered or agreed in writing by the Producing Party, within
10 sixty (60) days after the final termination of this action, each Receiving Party must
11 destroy all Protected Material of the Producing Party. As used in this subdivision,
12 “all Protected Material” includes all copies, abstracts, electronic files, compilations,
13 summaries or any other form of reproducing or capturing any of the Protected
14 Material of the Producing Party. Upon destruction, the Receiving Party must
15 submit a written certification to the Producing Party (and, if not the same person or
16 entity, to the Designating Party) by the sixty day deadline that identifies (by
17 category, where appropriate) all the Protected Material that was destroyed and that
18 affirms that the Receiving Party has not retained any copies, abstracts,
19 compilations, summaries or other forms of reproducing or capturing any of the
20 Protected Material of the Producing Party. Notwithstanding this provision, Counsel
21 are entitled to retain an archival copy of all pleadings, motion papers, transcripts,
22 legal memoranda, correspondence or attorney work product, even if such materials
23 contain Protected Material. Any such archival copies that contain or constitute
24 Protected Material remain subject to this Amended Stipulated Protective Order as
25 set forth in Section 4 (DURATION), above.

26 **13. DISCLOSURE OF PROTECTED MATERIAL BY NON-PARTIES**

27 Non-parties who provide information in response to a subpoena or discovery
28 request may invoke the protection of this Order by (a) designating that information

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY” in accordance with this Amended Stipulated Protective Order; and (b)
3 signing a copy of this Amended Stipulated Protective Order. Any non-party who
4 invokes the protection of this Amended Stipulated Protective Order shall also be
5 bound by its obligations.

6 **14. MISCELLANEOUS**

7 14.1. Right to Further Relief. Nothing in this Amended Stipulated
8 Protective Order abridges the right of any person to seek its modification by
9 the Court in the future.

10 14.2. Right to Assert Other Objections. By stipulating to the entry of this
11 Amended Stipulated Protective Order no Party waives any right it otherwise
12 would have to object to disclosing or producing any information or item on
13 any ground not addressed in this Amended Stipulated Protective Order.
14 Similarly, no Party waives any right to object on any ground to use in
15 evidence of any of the material covered by this Amended Stipulated
16 Protective Order.

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14.3. Exclusive Jurisdiction. This Court shall have the exclusive jurisdiction to enforce any disputes arising out of this Amended Stipulated Protective Order.

Dated: May 9, 2012

WILLIAM J. BRIGGS II
HENRY L. SELF III
LAVELY & SINGER

By: /s/ William J. Briggs II
William J. Briggs II
Attorneys for Plaintiff Richard Reinsdorf

Dated: May 9, 2012

DANIEL M. PETROCELLI
ROBERT C. WELSH
DREW E. BREUDER
O'MELVENY & MYERS LLP

By: /s/ Robert C. Welsh
Robert C. Welsh
Attorneys for Defendants Skechers U.S.A., Inc. and Skechers U.S.A., Inc. II

Based on the stipulation of the parties and for good cause shown, IT IS SO ORDERED.

Dated: May 9, 2012

/S/
Hon. Suzanne H. Segal
U.S. Magistrate Judge

EXHIBIT 1

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Skechers U.S.A., Inc. and Skechers U.S.A.,
Inc. II

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

RICHARD REINSDORF,
Plaintiff,

v.

SKECHERS U.S.A., INC.;
SKECHERS U.S.A., INC. II; and
DOES 1-10,
Defendants.

Case No. CV10-7181-DDP (SSX)
Hon. Dean D. Pregerson

**AMENDED STIPULATED
PROTECTIVE ORDER**

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ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [*print or type full name*], of
_____ [*print or type full address*], declare under penalty of perjury
that I have read in its entirety and understand the Amended Stipulated Protective
Order that was issued by the United States District Court, Central District of
California on _____ in the above captioned case. I agree to comply with
and to be bound by all the terms of this Amended Stipulated Protective Order,
including, but not limited to, the provisions dealing with disclosure of materials
designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” 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 Amended
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 and venue of the United States
District Court, Central District of California for the purpose of enforcing the terms
of this Amended Stipulated Protective Order, even if such enforcement proceedings
occur after termination of this action, and understand that the Court may impose
sanctions for any violation of the attached Amended Stipulated Protective Order.

Date: _____

Printed name:

Signature:
