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NOTE CHANGES MADE BY THE COURT  
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 CENTRAL DISTRICT OF CALIFORNIA  
 BY [Signature] DEPUTY

NOTE CHANGES MADE BY THE COURT

11 UNITED STATES DISTRICT COURT  
 12 IN AND FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 L'GARDE, INC., a California  
 14 corporation,  
 15 Plaintiff,  
 16 v.  
 17 RAYTHEON SPACE AND AIRBORNE  
 SYSTEMS, a business of RAYTHEON  
 18 COMPANY, a Delaware corporation,  
 19 Defendant.

Case No. CV11-04592 RSWL  
 (AGRx)

**PROPOSED STIPULATED  
 PROTECTIVE ORDER FOR THE  
 PROTECTION OF  
 CONFIDENTIAL,  
 PROPRIETARY, OR PRIVATE  
 INFORMATION AND/OR  
 MATERIALS SUBJECT TO  
 EXPORT CONTROL LAWS OR  
 REGULATIONS**

NOTE CHANGES MADE BY THE COURT

22 1. PURPOSES AND LIMITATIONS

23 Disclosure and discovery activity in this action are likely to involve  
 24 production of confidential, proprietary, or private information, and/or materials  
 25 subject to export control laws or regulations of the United States for which special  
 26 protection from public disclosure and from use for any purpose other than  
 27 prosecuting this litigation may be warranted. Accordingly, the parties hereby  
 28 stipulate to and petition the court to enter the following Stipulated Protective

1 Order. The parties acknowledge that this Order does not confer blanket protections  
2 on all disclosures or responses to discovery and that the protection it affords from  
3 public disclosure and use extends only to the limited information or items that are  
4 entitled to confidential treatment under the applicable legal principles. The parties  
5 further acknowledge, as set forth in Section 13.3, below, that this Stipulated  
6 Protective Order does not entitle them to file confidential information under seal;  
7 Civil Local Rule 79-5 sets forth the procedures that must be followed and the  
8 standards that will be applied when a party seeks permission from the court to file  
9 material under seal.

10 2. DEFINITIONS

11 2.1. Challenging Party: a Party or Non-Party that challenges the  
12 designation of information or items under this Order.

13 2.2. "CONFIDENTIAL" Information or Items: information  
14 (regardless of how it is generated, stored or maintained) or tangible things that  
15 qualify for protection under Federal Rule of Civil Procedure 26(c)(1)(G).

16 2.3. Counsel (without qualifier): Outside Counsel of Record and  
17 House Counsel (as well as their support staff).

18 2.4. Designated House Counsel: House Counsel who seek access  
19 to "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" information in  
20 this matter.

21 2.5. Designating Party: Party or Non-Party that designates  
22 information or items that it produces in disclosures or in responses to discovery as  
23 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
24 ONLY."

25 2.6. Disclosure or Discovery Material: all items or information,  
26 regardless of the medium or manner in which it is generated, stored, or maintained  
27 (including, among other things, testimony, transcripts, and tangible things), that are  
28 produced or generated in disclosures or responses to discovery in this matter.

1           2.7.     Expert: a person with specialized knowledge or experience in  
2 a matter pertinent to the litigation who (1) has been retained by a Party or its  
3 counsel to serve as an expert witness or as a consultant in this action, (2) is not a  
4 past or current employee of a Party or of a Party's competitor, and (3) at the time  
5 of retention, is not anticipated to become an employee of a Party or of a Party's  
6 competitor.

7           2.8.     "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
8 ONLY" Information or Items: extremely sensitive "Confidential Information or  
9 Items," disclosure of which to another Party or Non-Party would create a  
10 substantial risk of serious harm that could not be avoided by less restrictive means.

11           2.9.     House Counsel: attorneys who are employees of a party to  
12 this action. House Counsel does not include Outside Counsel of Record or any  
13 other outside counsel.

14           2.10.    Material Subject to Export Control Laws: includes any  
15 material subject to export control laws and regulations of the United States,  
16 including but not limited to the International Traffic in Arms Regulations  
17 ("ITAR") and the U.S. Export Administration Regulations ("EAR").

18           2.11.    Non-Party: any natural person, partnership, corporation,  
19 association, or other legal entity not named as a Party to this action.

20           2.12.    Outside Counsel of Record: attorneys who are not employees  
21 of a party to this action but are retained to represent or advise a party to this action  
22 and have appeared in this action on behalf of that party or are affiliated with a law  
23 firm which has appeared on behalf of that party.

24           2.13.    Party: any party to this action, including all of its officers,  
25 directors, employees, consultants, retained experts, and Outside Counsel of Record  
26 (and their support staffs).

27           2.14.    Producing Party: a Party or Non-Party that produces  
28 Disclosure or Discovery Material in this action.

1                   2.15. Professional Vendors: persons or entities that provide  
2 litigation support services (e.g., photocopying, videotaping, translating, preparing  
3 exhibits or demonstrations, and organizing, storing, or retrieving data in any form  
4 or medium) and their employees and subcontractors.

5                   2.16. Protected Material: any Disclosure or Discovery Material  
6 that is designated as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL –  
7 ATTORNEYS' EYES ONLY," or that contains Material Subject to Export Control  
8 Laws.

9                   2.17. Receiving Party: a Party that receives Disclosure or  
10 Discovery Material from a Producing Party.

11                   3. SCOPE

12                   The protections conferred by this Stipulation and Order cover not only  
13 Protected Material (as defined above), but also (1) any information copied or  
14 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
15 compilations of Protected Material; and (3) any testimony, conversations, or  
16 presentations by Parties or their Counsel that might reveal Protected Material.  
17 However, the protections conferred by this Stipulation and Order do not cover the  
18 following information: (a) any information that is in the public domain at the time  
19 of disclosure to a Receiving Party or becomes part of the public domain after its  
20 disclosure to a Receiving Party as a result of publication not involving a violation  
21 of this Order, including becoming part of the public record through trial or  
22 otherwise; and (b) any information known to the Receiving Party prior to the  
23 disclosure or obtained by the Receiving Party after the disclosure from a source  
24 who obtained the information lawfully and under no obligation of confidentiality to  
25 the Designating Party. Any use of Protected Material at trial shall be governed by  
26 a separate agreement or order.

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1           4.     DURATION

2           Even after final disposition of this litigation, the confidentiality obligations  
3 imposed by this Order shall remain in effect until a Designating Party agrees  
4 otherwise in writing or a court order otherwise directs. Final disposition shall be  
5 deemed to be the later of (1) dismissal of all claims and defenses in this action,  
6 with or without prejudice; and (2) final judgment herein after the completion and  
7 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
8 including the time limits for filing any motions or applications for extension of  
9 time pursuant to applicable law.

10           5.     DESIGNATING PROTECTED MATERIAL

11           5.1.    Exercise of Restraint and Care in Designating Material for  
12 Protection. Each Party or Non-Party that designates information or items for  
13 protection under this Order must take care to limit any such designation to specific  
14 material that qualifies under the appropriate standards. To the extent it is practical  
15 to do so, the Designating Party must designate for protection only those parts of  
16 material, documents, items, or oral or written communications that qualify – so that  
17 other portions of the material, documents, items, or communications for which  
18 protection is not warranted are not swept unjustifiably within the ambit of this  
19 Order.

20           Mass, indiscriminate, or routinized designations are prohibited.  
21 Designations that are shown to be clearly unjustified or that have been made for an  
22 improper purpose (e.g., to unnecessarily encumber or retard the case development  
23 process or to impose unnecessary expenses and burdens on other parties) expose  
24 the Designating Party to sanctions.

25           If it comes to a Designating Party's attention that information or items that it  
26 designated for protection do not qualify for protection at all or do not qualify for  
27 the level of protection initially asserted, that Designating Party must promptly  
28 notify all other parties that it is withdrawing the mistaken designation.

1                   5.2.     Manner and Timing of Designations. Except as otherwise  
2 provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as  
3 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for  
4 protection under this Order must be clearly so designated before the material is  
5 disclosed or produced.

6             Designation in conformity with this Order requires:

7             (a) for information in documentary form (e.g., paper or electronic  
8 documents, but excluding transcripts of depositions or other pretrial or trial  
9 proceedings), that the Producing Party affix the legend “CONFIDENTIAL,”  
10 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “SUBJECT TO  
11 EXPORT CONTROL LAWS” to each page that contains protected material. If  
12 only a portion or portions of the material on a page qualifies for protection, the  
13 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
14 appropriate markings in the margins) and must specify, for each portion, the level  
15 of protection being asserted.

16             A Party or Non-Party that makes original documents or materials available  
17 for inspection need not designate them for protection until after the inspecting  
18 Party has indicated which material it would like copied and produced. During the  
19 inspection and before the designation, all of the material made available for  
20 inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
21 ONLY” and “SUBJECT TO EXPORT CONTROL LAWS.” After the inspecting  
22 Party has identified the documents it wants copied and produced, the Producing  
23 Party must determine which documents, or portions thereof, qualify for protection  
24 under this Order. Then, before producing the specified documents, the Producing  
25 Party must affix the appropriate legend (“CONFIDENTIAL,” “HIGHLY  
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “SUBJECT TO EXPORT  
27 CONTROL LAWS”) to each page that contains Protected Material. If only a  
28 portion or portions of the material on a page qualifies for protection, the Producing

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1 Party also must clearly identify the protected portion(s) (e.g., by making  
2 appropriate markings in the margins) and must specify, for each portion, the level  
3 of protection being asserted.

4 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
5 that the Designating Party identify on the record, before the close of the deposition,  
6 hearing, or other proceeding, all protected testimony and specify the level of  
7 protection being asserted. When it is impractical to identify separately each  
8 portion of testimony that is entitled to protection and it appears that substantial  
9 portions of the testimony may qualify for protection, the Designating Party may  
10 invoke on the record (before the deposition, hearing, or other proceeding is  
11 concluded) a right to have up to 21 days to identify the specific portions of the  
12 testimony as to which protection is sought and to specify the level of protection  
13 being asserted. Only those portions of the testimony that are appropriately  
14 designated for protection within the 21 days shall be covered by the provisions of  
15 this Stipulated Protective Order.

16 Parties shall give the other parties notice if they reasonably expect a  
17 deposition, hearing or other proceeding to include Protected Material so that the  
18 other parties can ensure that only authorized individuals who have signed the  
19 "Acknowledgment and Agreement to Be Bound" (Exhibit A) are present at those  
20 proceedings. The use of a document as an exhibit at a deposition shall not in any  
21 way affect its designation as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL –  
22 ATTORNEYS' EYES ONLY" or "SUBJECT TO EXPORT CONTROL LAWS."

23 Transcripts containing Protected Material shall have an obvious legend on  
24 the title page that the transcript contains Protected Material, and the title page shall  
25 be followed by a list of all pages (including line numbers as appropriate) that have  
26 been designated as Protected Material and the level of protection being asserted by  
27 the Designating Party. The Designating Party shall inform the court reporter of  
28 these requirements. Any transcript that is prepared before the expiration of a 21-

1 day period for designation shall be treated during that period as if it had been  
2 designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" and  
3 "SUBJECT TO EXPORT CONTROL LAWS" in its entirety unless otherwise  
4 agreed. After the expiration of that period, the transcript shall be treated only as  
5 actually designated.

6 (c) for information produced in some form other than documentary and for  
7 any other tangible items, that the Producing Party affix in a prominent place on the  
8 exterior of the container or containers in which the information or item is stored  
9 the legend "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS'  
10 EYES ONLY" or "SUBJECT TO EXPORT CONTROL LAWS." If only a  
11 portion or portions of the information or item warrant protection, the Producing  
12 Party, to the extent practicable, shall identify the protected portion(s) and specify  
13 the level of protection being asserted.

14 5.3. Inadvertent Failures to Designate. If timely corrected, an  
15 inadvertent failure to designate qualified information or items does not, standing  
16 alone, waive the Designating Party's right to secure protection under this Order for  
17 such material. Upon timely correction of a designation, the Receiving Party must  
18 make reasonable efforts to assure that the material is treated in accordance with the  
19 provisions of this Order.

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1. Timing of Challenges. Any Party or Non-Party may  
22 challenge a designation of confidentiality at any time. Unless a prompt challenge  
23 to a Designating Party's confidentiality designation is necessary to avoid  
24 foreseeable, substantial unfairness, unnecessary economic burdens, or a significant  
25 disruption or delay of the litigation, a Party does not waive its right to challenge a  
26 confidentiality designation by electing not to mount a challenge promptly after the  
27 original designation is disclosed.

28



1                   6.2.     Meet and Confer. The Challenging Party shall initiate the  
2 dispute resolution process by providing written notice of each designation it is  
3 challenging and describing the basis for each challenge. To avoid ambiguity as to  
4 whether a challenge has been made, the written notice must recite that the  
5 challenge to confidentiality is being made in accordance with this specific  
6 paragraph of the Protective Order. The parties shall attempt to resolve each  
7 challenge in good faith and must begin the process by conferring directly (in voice  
8 to voice dialogue; other forms of communication are not sufficient) within 14 days  
9 of the date of service of notice. In conferring, the Challenging Party must explain  
10 the basis for its belief that the confidentiality designation was not proper and must  
11 give the Designating Party an opportunity to review the designated material, to  
12 reconsider the circumstances, and, if no change in designation is offered, to explain  
13 the basis for the chosen designation. A Challenging Party may proceed to the next  
14 stage of the challenge process only if it has engaged in this meet and confer  
15 process first or establishes that the Designating Party is unwilling to participate in  
16 the meet and confer process in a timely manner.

17                   6.3.     Judicial Intervention. If the Parties cannot resolve a  
18 challenge without court intervention, the Designating Party shall file and serve a  
19 motion to retain confidentiality under Civil Local Rule <sup>37</sup> (and in compliance with  
20 Civil Local Rule 79-5, if applicable) within 21 days of the initial notice of  
21 challenge or within 14 days of the parties agreeing that the meet and confer process  
22 will not resolve their dispute, whichever is earlier. Each such motion must be  
23 accompanied by a competent declaration affirming that the movant has complied  
24 with the meet and confer requirements imposed in the preceding paragraph.  
25 Failure by the Designating Party to make such a motion including the required  
26 declaration within 21 days (or 14 days, if applicable) shall automatically waive the  
27 confidentiality designation for each challenged designation. In addition, the  
28 Challenging Party may file a motion challenging a confidentiality designation at

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1 any time if there is good cause for doing so, including a challenge to the  
2 designation of a deposition transcript or any portions thereof. Any motion brought  
3 pursuant to this provision must be accompanied by a competent declaration  
4 affirming that the movant has complied with the meet and confer requirements  
5 imposed by the preceding paragraph.

6 The burden of persuasion in any such challenge proceeding shall be on the  
7 Designating Party. Frivolous challenges and those made for an improper purpose  
8 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
9 expose the Challenging Party to sanctions. Unless the Designating Party has  
10 waived the confidentiality designation by failing to file a motion to retain  
11 confidentiality as described above, all parties shall continue to afford the material  
12 in question the level of protection to which it is entitled under the Producing  
13 Party's designation until the court rules on the challenge.

14 7. EXPORT CONTROL REQUIREMENTS

15 (a) The Receiving Party acknowledges that the Protected Materials  
16 received under this Protective Order may contain Materials Subject to Export  
17 Control Laws, including but not limited to technical data, as defined in ITAR  
18 120.10, or, if not regulated by ITAR, technical data, as defined in EAR Part 772  
19 (15 CFR 772) relating to export controlled items appearing on the Commerce  
20 Control List ("CCL") at EAR Part 774 (15 CFR 774).

21 (b) The Receiving Party acknowledges that technical data, as defined in  
22 ITAR 120.10, relating to export controlled items appearing on the U.S. Munitions  
23 List (USML) at ITAR Part 121, may not be exported, disclosed or transferred, as  
24 defined in ITAR 120.17, to any foreign person (whether in the United States or  
25 abroad), as defined in ITAR 120.16. The Receiving Party further acknowledges  
26 that technical data, as defined in EAR Part 772 (15 CFR 772) relating to export  
27 controlled items appearing on the Commerce Control List ("CCL") at EAR Part  
28

1 774 (15 CFR 774) may not be exported out of the U.S. or to a foreign national in  
2 the U.S., as defined in EAR Part 772.

3 (c) The Producing Party shall be responsible for identifying any Material  
4 Subject to Export Control Laws, and the Receiving Party agrees to maintain  
5 adequate controls to prevent any foreign person, as defined in ITAR 120.16, or any  
6 foreign national, as defined in EAR Part 772, whether in the United States or  
7 abroad, from accessing the Producing Party's Protected Materials containing  
8 Materials Subject to Export Control Laws without first complying with all  
9 applicable export control laws and regulations of the United States, including  
10 the applicable laws and regulations relating to the export of technical data  
11 contained in ITAR Parts 120-130 (22 CFR 120-130), or EAR Parts 730-774(15  
12 CFR 730-774), or otherwise make and document the determination that a licensing  
13 exemption under ITAR or EAR applies, as the case may be.

14 (d) The Receiving Party agrees to notify the Producing Party prior to  
15 granting a foreign person, as defined in ITAR 120.16, or a foreign national, as  
16 defined in EAR Part 772, access to the Producing Party's Protected Materials that  
17 contain Material Subject to Export Control Laws, or placing such foreign person or  
18 foreign national on a project requiring receipt or review of the Producing Party's  
19 Protected Materials containing Material Subject to Export Control Laws.

20 8. ACCESS TO AND USE OF PROTECTED MATERIAL

21 8.1. Basic Principles. A Receiving Party may use Protected  
22 Material that is disclosed or produced by another Party or by a Non-Party in  
23 connection with this case only for prosecuting, defending, or attempting to settle  
24 this litigation. Such Protected Material may be disclosed only to the categories of  
25 persons and under the conditions described in this Order. When the litigation has  
26 been terminated, a Receiving Party must comply with the provisions of section 14  
27 below (FINAL DISPOSITION).

28

1 Protected Material must be stored and maintained by a Receiving Party at a  
2 location and in a secure manner that ensures that access is limited to the persons  
3 authorized under this Order.

4 8.2. Disclosure of "CONFIDENTIAL" Information or Items.

5 Unless otherwise ordered by the court or permitted in writing by the Designating  
6 Party, a Receiving Party may disclose any information or item designated  
7 "CONFIDENTIAL" only to:

8 (a) the Receiving Party's Outside Counsel of Record in this action,  
9 as well as employees of said Outside Counsel of Record to whom it is reasonably  
10 necessary to disclose the information for this litigation and who have signed the  
11 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit  
12 A;

13 (b) the officers, directors, and employees (including House  
14 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for  
15 this litigation and who have signed the "Acknowledgment and Agreement to Be  
16 Bound" (Exhibit A);

17 (c) Experts (as defined in this Order) of the Receiving Party to  
18 whom disclosure is reasonably necessary for this litigation and who have signed  
19 the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

20 (d) the court and its personnel;

21 (e) court reporters and their staff, professional jury or trial  
22 consultants, and Professional Vendors to whom disclosure is reasonably necessary  
23 for this litigation and who have signed the "Acknowledgment and Agreement to  
24 Be Bound" (Exhibit A);

25 (f) during their depositions, witnesses in the action to whom  
26 disclosure is reasonably necessary and who have signed the "Acknowledgment and  
27 Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating  
28 Party or ordered by the court. Pages of transcribed deposition testimony or

1 exhibits to depositions that reveal Protected Material must be separately bound by  
2 the court reporter and may not be disclosed to anyone except as permitted under  
3 this Stipulated Protective Order.

4 (g) the author or recipient of a document containing the  
5 information or a custodian or other person who otherwise possessed or knew the  
6 information.

7 8.3. Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS'  
8 EYES ONLY" Information or Items. Unless otherwise ordered by the court or  
9 permitted in writing by the Designating Party, a Receiving Party may disclose any  
10 information or item designated "HIGHLY CONFIDENTIAL – ATTORNEYS'  
11 EYES ONLY" only to:

12 (a) the Receiving Party's Outside Counsel of Record in this action,  
13 as well as employees of said Outside Counsel of Record to whom it is reasonably  
14 necessary to disclose the information for this litigation and who have signed the  
15 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit  
16 A; 10

17 (b) Experts of the Receiving Party (1) to whom disclosure is  
18 reasonably necessary for this litigation, (2) who have signed the "Acknowledgment  
19 and Agreement to Be Bound" (Exhibit A), and (3) as to whom the procedures set  
20 forth in paragraph 7.4(a)(2), below, have been followed;

21 (c) the court and its personnel;

22 (d) court reporters and their staff, professional jury or trial  
23 consultants, and Professional Vendors to whom disclosure is reasonably necessary  
24 for this litigation and who have signed the "Acknowledgment and Agreement to  
25 Be Bound" (Exhibit A); and

26 (e) the author or recipient of a document containing the  
27 information or a custodian or other person who otherwise possessed or knew the  
28 information.

1                   8.4.     Procedures for Approving or Objecting to Disclosure of “  
2 HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or  
3 Items to Designated House Counsel or Experts.

4             (a)(1) Unless otherwise ordered by the court or agreed to in writing by the  
5 Designating Party, a Party that seeks to disclose to Designated House Counsel any  
6 information or item that has been designated “HIGHLY CONFIDENTIAL –  
7 ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b) first must make a  
8 written request to the Designating Party that (1) sets forth the full name of the  
9 Designated House Counsel and the city and state of his or her residence, and (2)  
10 describes the Designated House Counsel’s current and reasonably foreseeable  
11 future primary job duties and responsibilities in sufficient detail to determine if  
12 House Counsel is involved, or may become involved, in any competitive decision-  
13 making.

14             (a)(2) Unless otherwise ordered by the court or agreed to in writing by the  
15 Designating Party, a Party that seeks to disclose to an Expert (as defined in this  
16 Order) any information or item that has been designated “HIGHLY  
17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c)  
18 first must make a written request to the Designating Party that (1) identifies the  
19 general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
20 ONLY” information that the Receiving Party seeks permission to disclose to the  
21 Expert, (2) sets forth the full name of the Expert and the city and state of his or her  
22 primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies  
23 the Expert’s current employer(s), (5) identifies each person or entity from whom  
24 the Expert has received compensation or funding for work in his or her areas of  
25 expertise or to whom the expert has provided professional services, including in  
26 connection with a litigation, at any time during the preceding five years, and (6)  
27 identifies (by name and number of the case, filing date, and location of court) any  
28 litigation in connection with which the Expert has offered expert testimony,

1 including through a declaration, report, or testimony at a deposition or trial, during  
2 the preceding five years.

3 (b) A Party that makes a request and provides the information specified in  
4 the preceding respective paragraphs may disclose the subject Protected Material to  
5 the identified Designated House Counsel or Expert unless, within 14 days of  
6 delivering the request, the Party receives a written objection from the Designating  
7 Party. Any such objection must set forth in detail the grounds on which it is based.

8 (c) A Party that receives a timely written objection must meet and confer  
9 with the Designating Party (through direct voice to voice dialogue) to try to resolve  
10 the matter by agreement within seven days of the written objection. If no

11 agreement is reached, the Party seeking to make the disclosure to Designated  
12 *Ad* House Counsel or the Expert may file a motion as provided in Civil Local Rule <sup>37</sup>  
13 (and in compliance with Civil Local Rule 79-5, if applicable) seeking permission  
14 from the court to do so. Any such motion must describe the circumstances with  
15 specificity, set forth in detail the reasons why the disclosure to Designated House  
16 Counsel or the Expert is reasonably necessary, assess the risk of harm that the  
17 disclosure would entail, and suggest any additional means that could be used to  
18 reduce that risk. In addition, any such motion must be accompanied by a  
19 competent declaration describing the parties' efforts to resolve the matter by  
20 agreement (i.e., the extent and the content of the meet and confer discussions) and  
21 setting forth the reasons advanced by the Designating Party for its refusal to  
22 approve the disclosure.

23 In any such proceeding, the Party opposing disclosure to Designated House  
24 Counsel or the Expert shall bear the burden of proving that the risk of harm that the  
25 disclosure would entail (under the safeguards proposed) outweighs the Receiving  
26 Party's need to disclose the Protected Material to its Designated House Counsel or  
27 Expert.

28

1 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
2 IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items designated in this action as  
5 "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
6 ONLY" or "SUBJECT TO EXPORT CONTROL LAWS," that Party must:

7 (a) promptly notify in writing the Designating Party. Such notification  
8 shall include a copy of the subpoena or court order;

9 (b) promptly notify in writing the party who caused the subpoena or order  
10 to issue in the other litigation that some or all of the material covered by the  
11 subpoena or order is subject to this Protective Order. Such notification shall  
12 include a copy of this Stipulated Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be  
14 pursued by the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served  
16 with the subpoena or court order shall not produce any information designated in  
17 this action as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS'  
18 EYES ONLY" or "SUBJECT TO EXPORT CONTROL LAWS" before a  
19 determination by the court from which the subpoena or order issued, unless the  
20 Party has obtained the Designating Party's permission. The Designating Party  
21 shall bear the burden and expense of seeking protection in that court of its  
22 confidential material – and nothing in these provisions should be construed as  
23 authorizing or encouraging a Receiving Party in this action to disobey a lawful  
24 directive from another court.

25 10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO B E  
26 PRODUCED IN THIS LITIGATION

27 (a) The terms of this Order are applicable to information produced by a  
28 Non-Party in this action and <sup>designation of the information</sup> designated as "CONFIDENTIAL," "HIGHLY

*upon its request*

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1 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “SUBJECT TO EXPORT  
2 CONTROL LAWS.” Such information produced by Non-Parties in connection  
3 with this litigation is protected by the remedies and relief provided by this Order.  
4 Nothing in these provisions should be construed as prohibiting a Non-Party from  
5 seeking additional protections.

6 (b) In the event that a Party is required, by a valid discovery request, to  
7 produce a Non-Party’s confidential information in its possession, and the Party is  
8 subject to an agreement with the Non-Party not to produce the Non-Party’s  
9 confidential information, then the Party shall:

- 10 1. promptly notify in writing the Requesting Party and the Non-  
11 Party that some or all of the information requested is subject to a confidentiality  
12 agreement with a Non-Party;
- 13 2. promptly provide the Non-Party with a copy of the Stipulated  
14 Protective Order in this litigation, the relevant discovery request(s), and a  
15 reasonably specific description of the information requested; and
- 16 3. make the information requested available for inspection by the  
17 Non-Party.

18 (c) If the Non-Party fails to object or seek a protective order from this  
19 court within 14 days of receiving the notice and accompanying information, the  
20 Receiving Party may produce the Non-Party’s confidential information responsive  
21 to the discovery request. If the Non-Party timely seeks a protective order, the  
22 Receiving Party shall not produce any information in its possession or control that  
23 is subject to the confidentiality agreement with the Non-Party before a  
24 determination by the court. Absent a court order to the contrary, the Non-Party  
25 shall bear the burden and expense of seeking protection in this court of its  
26 Protected Material.

27  
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1           11.    UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

11           12.    INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
12 PROTECTED MATERIAL

13           When a Producing Party gives notice to Receiving Parties that certain  
14 inadvertently produced material is subject to a claim of privilege or other  
15 protection, the obligations of the Receiving Parties are those set forth in Federal  
16 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
17 whatever procedure may be established in an e-discovery order that provides for  
18 production without prior privilege review. Pursuant to Federal Rule of Evidence  
19 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
20 of a communication or information covered by the attorney-client privilege or  
21 work product protection, the parties may incorporate their agreement in the  
22 stipulated protective order submitted to the court *upon court approval in writing*

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23           13.    MISCELLANEOUS

24           13.1.   Right to Further Relief. Nothing in this Order abridges the  
25 right of any person to seek its modification by the court in the future.

26           13.2.   Right to Assert Other Objections. By stipulating to the entry  
27 of this Protective Order no Party waives any right it otherwise would have to  
28 object to disclosing or producing any information or item on any ground not

1 addressed in this Stipulated Protective Order. Similarly, no Party waives any right  
2 to object on any ground to use in evidence of any of the material covered by this  
3 Protective Order.

4           13.3. Filing Protected Material. Without written permission from  
5 the Designating Party or a court order secured after appropriate notice to all  
6 interested persons, a Party may not file in the public record in this action any  
7 Protected Material. A Party that seeks to file under seal any Protected Material  
8 must comply with Civil Local Rule 79-5. Protected Material may only be filed  
9 under seal pursuant to a court order authorizing the sealing of the specific  
10 Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will  
11 issue only upon a request establishing that the Protected Material at issue is  
12 privileged, protectable as a trade secret, or otherwise entitled to protection under  
13 the law. If a Receiving Party's request to file Protected Material under seal  
14 pursuant to Civil Local Rule 79-5(d) is denied by the court, then the Receiving  
15 Party may file the Protected Material in the public record pursuant to Civil Local  
16 Rule 79-5(e) unless otherwise instructed by the court.

17           14. FINAL DISPOSITION

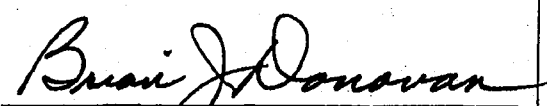
18           Within 60 days after the final disposition of this action, as defined in  
19 paragraph 4, each Receiving Party must return all Protected Material to the  
20 Producing Party or destroy such material. As used in this subdivision, "all  
21 Protected Material" includes all copies, abstracts, compilations, summaries, and  
22 any other format reproducing or capturing any of the Protected Material. Whether  
23 the Protected Material is returned or destroyed, the Receiving Party must submit a  
24 written certification to the Producing Party (and, if not the same person or entity, to  
25 the Designating Party) by the 60 day deadline that (1) identifies (by category,  
26 where appropriate) all the Protected Material that was returned or destroyed and  
27 (2) affirms that the Receiving Party has not retained any copies, abstracts,  
28 compilations, summaries or any other format reproducing or capturing any of the

1 Protected Material. Notwithstanding this provision, Counsel are entitled to retain  
2 an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
3 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
4 reports, attorney work product, and consultant and expert work product, even if  
5 such materials contain Protected Material. Any such archival copies that contain  
6 or constitute Protected Material remain subject to this Protective Order as set forth  
7 in Section 4.

8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9  
10 DATED: September 7, 2011

JONES & DONOVAN

  
BRIAN J. DONOVAN

Attorneys for Plaintiff  
L'GARDE, INC.

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15  
16 DATED: September 7, 2011

SEYFARTH SHAW LLP

\_\_\_\_\_  
Aaron Belzer  
Attorneys for Defendant  
RAYTHEON COMPANY

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21  
22 PURSUANT TO STIPULATION, IT IS SO ORDERED.

23  
24 DATED: \_\_\_\_\_

\_\_\_\_\_  
Hon. Ronald S.W. Lew  
United States District Court Judge

25  
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1 Protected Material. Notwithstanding this provision, Counsel are entitled to retain  
2 an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
3 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
4 reports, attorney work product, and consultant and expert work product, even if  
5 such materials contain Protected Material. Any such archival copies that contain  
6 or constitute Protected Material remain subject to this Protective Order as set forth  
7 in Section 4.

8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9  
10 DATED: September 7, 2011

JONES & DONOVAN

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\_\_\_\_\_  
BRIAN J. DONOVAN

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Attorneys for Plaintiff  
L'GARDE, INC.

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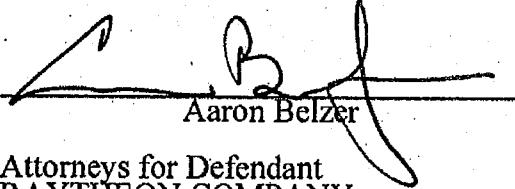
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17 DATED: September 7, 2011

SEYFARTH SHAW LLP

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19

  
\_\_\_\_\_  
Aaron Belzer

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Attorneys for Defendant  
RAYTHEON COMPANY

21

22 PURSUANT TO STIPULATION, IT IS SO ORDERED.

23  
24 DATED: September 14, 2011

  
\_\_\_\_\_  
Hon. Ronald S.W. Lew

25

United States District Court Judge  
Magistrate

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27

28

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare

5 under penalty of perjury that I am a citizen or national of the United States, or am a  
6 lawful permanent resident in the United States. I further declare that I have read in  
7 its entirety and understand the Stipulated Protective Order that was issued by the  
8 United States District Court for the Central District of California on [date] in the  
9 case of *L'Garde, Inc. v. Raytheon Space and Airborne Systems*, Case No. CV11-  
10 04592 RSWL (AGRx). I agree to comply with and to be bound by all the terms of  
11 this Stipulated Protective Order and I understand and acknowledge that failure to  
12 so comply could expose me to sanctions and punishment in the nature of contempt.  
13 I solemnly promise that I will not disclose in any manner any information or item  
14 that is subject to this Stipulated Protective Order to any person or entity except in  
15 strict compliance with the provisions of this Order.

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

20 I hereby appoint \_\_\_\_\_ [print or type full name] of  
21 \_\_\_\_\_ [print or type full  
22 address and telephone number] as my California agent for service of process in  
23 connection with this action or any proceedings related to enforcement of this  
24 Stipulated Protective Order.

25 Date: \_\_\_\_\_

26 City and State where sworn and signed: \_\_\_\_\_

27 Printed name: \_\_\_\_\_

28 Signature: \_\_\_\_\_