

1 DAVID N. SCHULTZ, SB NO. 123094
 E-mail: Schu1984@yahoo.com
 2 PETER D. GORDON, SB NO. 76578
 E-mail: peter@lawnet1.com
 3 8050 Melrose Avenue, Second Floor
 Los Angeles, California 90046-7015
 4 Tel: (323) 651-2700; Fax: (323) 651-7015

5 Attorneys for Plaintiff ELISSA TEDESCO

6 ROBERT H. ROTSTEIN (SBN 72452),
 rxr@msk.com
 7 EMILY F. EVITT (SBN 261491),
 efe@msk.com
 8 MITCHELL SILBERBERG & KNUPP LLP
 11377 West Olympic Boulevard
 9 Los Angeles, California 90064-1683
 Telephone: (310) 312-2000
 10 Facsimile: (310) 312-3100

11 Attorneys for certain Defendants

12 UNITED STATES DISTRICT COURT
 13 CENTRAL DISTRICT OF CALIFORNIA

15 ELISSA TEDESCO,
 16 Plaintiff,
 17 v.

CASE NO. CV 11-06203 JFW (JCx)

STIPULATED PROTECTIVE ORDER

DISCOVERY MATTER

18 SANDI PEPE, an individual; PETER
 PEPE, an individual; ALLISON
 19 GRODNER, an individual; RICHARD
 MEEHAN, an individual; AMY
 20 PALMER, an individual; LOUISE ROE,
 an individual; FLY ON THE WALL
 21 ENTERTAINMENT, INC., a California
 corporation; SONY PICTURES
 22 TELEVISION, INC., a Delaware
 corporation; THE CW NETWORK,
 23 LLC, a Delaware limited liability
 company; MTV NETWORKS
 24 ENTERPRISES, INC., a Delaware
 corporation; and DOES 1 to 10,
 25 inclusive,

Judge: Hon. John F. Walter
 Magistrate: Hon. Jacqueline Chooljian
 Ctrm.: 20
 Pre-Trial Conference: Sept. 7, 2012
 Trial: Sept. 25, 2012

26 Defendants.

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28

1 Pursuant to an agreement between Plaintiff Elissa Tedesco (“Plaintiff”) and
2 Defendants Allison Grodner, Richard Meehan, Amy Palmer, Louise Roe, Fly On
3 The Wall Entertainment, Inc., MTV Networks Enterprises Inc., Sony Pictures
4 Television Inc., and The CW Network, LLC (collectively, “Defendants”), and
5 approval of the Court, this Protective Order shall govern the production of
6 confidential documents, deposition testimony and information in this action.

7 **I. PURPOSE OF THE PROTECTIVE ORDER**

8 The purpose of this Protective Order is to provide a means for limiting
9 access to, and the use and disclosure of, confidential portions of documents,
10 deposition testimony and information produced in this action.

11 **II. DESIGNATION OF CONFIDENTIAL DOCUMENTS, DEPOSITION
12 TESTIMONY AND INFORMATION**

13 Any party or non-party who either produces documents or information,
14 provides written discovery responses or gives deposition testimony in this action
15 may designate such documents, responses, deposition testimony or information as
16 “Confidential Information” or “Restricted Confidential Information” in accordance
17 with the provisions of this Paragraph:

18 The parties and any non-party shall limit to whatever extent possible
19 designating information as “Confidential Information” or “Restricted Confidential
20 Information”

21 **A. Criteria For Classification**

22 1. “Confidential Information.” A party or non-party may
23 designate portions of documents, deposition testimony or information as
24 “Confidential Information” if the party or non-party making such designation
25 reasonably believes that certain designated portions of documents, deposition
26 testimony or information contains or discloses trade secrets or other confidential
27 technical or strategic information that has not been made public.
28

1 2. “Restricted Confidential Information.” A party or non-party
2 may designate documents, deposition testimony or information as “Restricted
3 Confidential Information” if (a) the party or non-party making such designation
4 reasonably believes that the documents, deposition testimony or information
5 satisfy the criteria for designating such documents, deposition testimony or
6 information as “Confidential Information” pursuant to Paragraph II(A)(1) above;
7 and (b) the designating party believes, in good faith, the disclosure of the
8 documents, deposition testimony or information is likely to cause harm to the
9 competitive position of the designating party or non-party holding proprietary
10 rights thereto. Such “Restricted Confidential Information” documents, deposition
11 testimony and information may include, without limitation, source code, trade
12 secrets, confidential technical information, technical practices, methods, or other
13 know-how, minutes of Board meetings, pricing data, financial data, sales
14 information, customer-confidential information, agreements or relationships with
15 non-parties, market projections or forecasts, strategic business plans, selling or
16 marketing strategies or new product development, testing, manufacturing costs or
17 information about employees.

18 **B. Time Of Designation**

19 Unless otherwise agreed between counsel for the parties, the designation of
20 “Confidential Information” or “Restricted Confidential Information” shall be made
21 at the following times:

22 1. For documents or things, at the time of providing the receiving
23 party with a copy of any requested document or thing. Documents and things
24 produced for inspection shall be inspected only by persons entitled to receive
25 “Restricted Confidential Information” pursuant to Paragraph III(B) below.
26 Between the time of inspection and the time of receipt of a copy of any requested
27 document or thing, the information contained therein shall be treated as “Restricted
28 Confidential Information” and shall not be disclosed or used, except in accordance

1 with the provisions of this Protective Order governing “Restricted Confidential
2 Information”;

3 2. For declarations, written discovery responses, and pleadings
4 pending to be filed under seal, at the time of the service or filing, whichever occurs
5 first; and

6 3. For deposition testimony, at the time such deposition testimony
7 is given, by a statement designating the deposition testimony as “Confidential
8 Information” or “Restricted Confidential Information” made on the record or as set
9 forth in Paragraph II(C)(4) below.

10 To the extent a party or non-party does not timely designate documents,
11 deposition testimony or information as “Confidential Information” or “Restricted
12 Confidential Information” such party or non-party may so designate documents,
13 deposition testimony or information as provided under Paragraph II(D), below.

14 **C. Manner Of Designation**

15 The designation of documents, deposition testimony or information as
16 “Confidential Information” or “Restricted Confidential Information” shall be made
17 in the following manner:

18 1. For documents, placing the notation “Confidential Information”
19 or “Restricted Confidential Information” on each page of such document
20 containing such “Confidential Information” or “Restricted Confidential
21 Information” information;

22 2. For tangible items and documents produced in native format, by
23 placing the notation “Confidential Information” or “Restricted Confidential
24 Information” on the object, container or electronic folder, or by indicating the
25 designation in the accompanying cover letter, or if impracticable, as otherwise
26 agreed by the parties;

27 3. For declarations, written discovery responses, court filings or
28 pleadings, by placing the notation “Confidential Information” or “Restricted

1 Confidential Information” both on the face of such document and on any particular
2 designated pages of such document; and

3 4. For deposition testimony, by orally designating the beginning
4 and end point of the section of such deposition testimony as being “Confidential
5 Information” or “Restricted Confidential Information” at the time the deposition
6 testimony is given. Thereafter, the original and all copies of the “Confidential
7 Information” or “Restricted Confidential Information” portions of the transcript of
8 any such deposition testimony shall be separately bound and marked by the Court
9 Reporter with the legend “‘CONFIDENTIAL INFORMATION’ or
10 ‘RESTRICTED CONFIDENTIAL INFORMATION.’” Such transcript and
11 deposition testimony shall be disclosed and used only in accordance with the
12 provisions of this Protective Order. At the request of Counsel for the designating
13 party supplying the “Confidential Information” or “Restricted Confidential
14 Information,” only persons entitled under Paragraph III(A) hereinafter as to
15 “Confidential Information” and/or Paragraph III(B) hereinafter as to “Restricted
16 Confidential Information” shall be permitted to attend that portion of a deposition
17 wherever or whenever any such “Confidential Information” or “Restricted
18 Confidential Information” of such designating party is used or elicited from the
19 deponent.

20 In addition to the above, counsel for any party or non-party may designate a
21 deposition as “Confidential Information” or “Restricted Confidential Information”
22 by serving upon counsel for each party a written list of the specific portions as to
23 which such status is claimed. Such written list must be served within ten (10)
24 business days after transmittal to counsel of the transcript of such testimony. All
25 deposition testimony shall be treated as “Restricted Confidential Information” until
26 the expiration of the ten (10) business day period and, if the aforesaid written list is
27 served upon counsel, shall be treated as “Confidential Information” or “Restricted
28 Confidential Information” as so designated.

1 **D. Subsequent Designation**

2 Failure to designate and/or mark any document, deposition testimony or
3 information as “Confidential Information” or “Restricted Confidential
4 Information” shall not preclude the designating party from thereafter in good faith
5 making such a designation and requesting the receiving party to so mark and treat
6 such documents, deposition testimony, or information so designated. Such
7 designation and request shall be made in writing. Once notified of the designation,
8 the receiving party, must make reasonable efforts to assure that the document,
9 deposition testimony or information is thereafter treated in accordance with the
10 provisions of this Order, including making reasonable efforts to recover and return
11 to the designating party all non-designated versions of any document, deposition
12 testimony, or information that contains “Confidential Information” and/or
13 “Restricted Confidential Information,” and to notify all receivers of the
14 nondesignated versions of document, deposition testimony, or information of the
15 designation. After such designation, such documents, deposition testimony or
16 information shall be fully subject to this Protective Order. Provided the receiving
17 party and its counsel act in good faith to secure compliance with the terms of this
18 Protective Order with respect to such “Confidential Information” and/or
19 “Restricted Confidential Information” following its designation, the receiving party
20 and its counsel, shall incur no liability for disclosures made prior to notice of such
21 designation. The designating party may request in writing, and the receiving party
22 shall within 10 day of such a request provide, an identification in writing of all
23 persons not qualified under this Protective Order who have received the
24 “Confidential Information” or “Restricted Confidential Information” prior to the
25 time it was so designated.

26 **E. Resolution Of Disputes Regarding Designation**

27 The acceptance by a party of “Confidential Information” or “Restricted
28 Confidential Information” shall not constitute an admission or concession or

1 permit an inference that such “Confidential Information” or “Restricted
2 Confidential Information” are, in fact, “Confidential Information” or “Restricted
3 Confidential Information.” However, the documents, deposition testimony or
4 information will be treated as designated unless the receiving party follows the
5 procedures to remove, change or otherwise declassify the designation as set forth
6 in this Paragraph.

7 If a receiving party, at any time, wishes to have the “Confidential
8 Information” or “Restricted Confidential Information” designation of any
9 particular documents, deposition testimony or information removed or changed,
10 that party shall first request in writing that the designating party or non-party
11 remove its designation and state the reason therefor. Within ten (10) business days
12 of the service of such request, counsel for the party or non-party seeking
13 confidential treatment shall serve its response in writing to any such notification by
14 either: (i) withdrawing such designation, or (ii) sending a Local Rule 37-1 meet
15 and confer letter, explaining why the party or non-party designating the particular
16 documents, deposition testimony or information believes it is entitled to the
17 designation. If after the Local Rule 37-1 meet and confer conference the parties do
18 not otherwise resolve the dispute, counsel for the party or non-party seeking
19 confidential treatment may either comply with Local Rule 7-19/Paragraph 6 of the
20 Standing Order in this case or Local Rule 37-2 (Joint Stipulation) to seek
21 permission of the Court to so designate the particular documents, deposition
22 testimony or information. Unless otherwise extended by consent of the parties, the
23 designating party or non-party shall file its ex parte application or joint stipulation
24 within 14 days of the Local Rule 37-1 meet and confer conference. The
25 designating party or non-party shall have the burden of proving that such particular
26 documents, deposition testimony or information are properly designated as
27 “Confidential Information” or “Restricted Confidential Information” pursuant to
28 Article II. If such application or motion is timely made, the parties shall treat the

1 document, deposition testimony or information as originally designated until the
2 motion is decided by the Court.

3
4 **III. PERSONS TO WHOM CONFIDENTIAL DOCUMENTS,**
5 **DEPOSITION TESTIMONY AND INFORMATION MAY BE**
6 **DISCLOSED**

7 **A. Disclosure Of Documents, Deposition Testimony And Information**
8 **Designated As “Confidential Information”**

9 Documents, deposition testimony or information designated by a party as
10 “Confidential Information” may be disclosed and copies may be provided by the
11 receiving party only to:

12 1. The receiving party’s outside counsel of record, their associate
13 counsel within their law firms, and such counsels’ support staff, legal assistants
14 and clerical personnel;

15 2. The receiving party’s in-house counsel of record, their associate
16 counsel within their law firms, and such counsels’ support staff, legal assistants
17 and clerical personnel;

18 3. Any non-party support services including, but not limited to,
19 outside copying services, and document imaging and database services, graphics or
20 design services, jury or trial consulting services, outside court reporting services
21 and court reporters as may be reasonably necessary in connection with the
22 preparation or conduct of this action;

23 4. Expert witnesses or consultants retained by the receiving party
24 or its respective attorneys in connection with this action, and the employees of
25 such experts or consultants who are assisting them, only to the extent the
26 information disclosed is pertinent to the expert witness’ or consultant’s opinions;

27 5. The Court, its clerks, assistants, and secretaries, and any court
28 reporter retained to record proceedings before the Court in which event such

1 information shall be submitted for filing under seal pursuant to Local Rule 79-5
2 and paragraph 9 of the Standing Order in this case; and

3 6. Party representatives, provided that any such party
4 representative has signed an Undertaking, as provided in Paragraph III(C), below.

5
6 **B. Disclosure Of Documents, Deposition Testimony And Information**
7 **Designated As “Restricted Confidential Information”**

8 Documents, deposition testimony and information designated as “Restricted
9 Confidential Information” may be disclosed and copies may be provided by the
10 receiving party only to:

11 1. The receiving party’s outside counsel, and such counsel’s
12 support staff, legal assistants and clerical personnel;

13 2. The receiving party’s in-house counsel of record, their associate
14 counsel within their law firms, and such counsels’ support staff, legal assistants
15 and clerical personnel;

16 3. Any non-party support services including, but not limited to,
17 outside copying services, and document imaging and database services, graphics or
18 design services, jury or trial consulting services, outside court reporting services
19 and court reporters as may be reasonably necessary in connection with the
20 preparation or conduct of this action;

21 4. Expert witnesses or consultants, and the employees of such
22 experts or consultants who are assisting them, retained by the receiving party or its
23 respective attorneys in connection with this action, only to the extent the
24 information disclosed is pertinent to the expert witness’ or consultant’s opinions;

25 5. The Court, its clerks, assistants, and secretaries, and any court
26 reporter retained to record proceedings before the Court in which event such
27 information shall be submitted for filing under seal pursuant to Local Rule 79-5
28 and paragraph 9 of the Standing Order in this case; and

1 Nothing herein shall preclude the receiving party's outside counsel of record
2 from providing advice to its clients based on "Confidential Information" or
3 "Restricted Confidential Information" documents, deposition testimony and
4 information, without disclosing the substance of the "Confidential Information" or
5 "Restricted Confidential Information" documents, deposition testimony and
6 information.

7 **C. Undertaking Required By Party Receiving "Confidential**
8 **Information" Or "Restricted Confidential Information"**

9 Any recipient of another party's Confidential documents, deposition
10 testimony and information subject to this Protective Order, except persons entitled
11 to receive "Confidential Information" or "Restricted Confidential Information"
12 documents, deposition testimony and information pursuant to Paragraphs III(A)(3)
13 or (5) and III(B)(3) or (5), prior to accepting receipt thereof, shall be furnished
14 with a copy of this Protective Order. Any recipient of another party's documents,
15 deposition testimony or information subject to this Protective Order, except
16 persons entitled to receive "Confidential Information" or "Restricted Confidential
17 Information" pursuant to Paragraph III(A)(1), (2) (3) and (5) and Paragraph
18 III(B)(1), (2), (3) and (5), shall agree to be bound thereby by executing an
19 agreement, in the form attached hereto as Exhibit A, certifying that the recipient is
20 familiar with the terms of this Protective Order and agrees to be bound by its terms
21 and, specifically, that the recipient will not disclose any "Confidential
22 Information" or "Restricted Confidential Information" except as provided in this
23 Protective Order, and will not use any "Confidential Information" or "Restricted
24 Confidential Information" except for the purpose of this litigation. A copy of such
25 signed agreement shall be provided by the receiving party's counsel of record to
26 the designating party counsel of record prior to providing the recipient with any
27 "Confidential Information" or "Restricted Confidential Information."
28

1 **D. Additional Authorized Disclosure Of Documents, Deposition**
2 **Testimony Or Information Designated As “Confidential**
3 **Information” or “Restricted Confidential Information”**

4 Notwithstanding anything to the contrary in Paragraphs III(A) or III(B)
5 above, particular documents, deposition testimony and information that have been
6 designated as “Confidential Information” or “Restricted Confidential Information”
7 may be disclosed and copies may be provided:

8 1. To persons who can be shown from the face of the document to
9 have authored, prepared, reviewed, or received the document or for whom, at
10 deposition testimony, a proper foundation has been laid establishing that the
11 witness was a recipient of the document or the information contained within it;

12 2. To any other persons with the prior written consent of the party
13 or non-party that designated such particular document, deposition testimony and
14 information as “Confidential Information” or “Restricted Confidential
15 Information”; and

16 3. To any other persons with the prior authorization of the Court.

17 **IV. USE OF “CONFIDENTIAL INFORMATION” OR “RESTRICTED**
18 **CONFIDENTIAL INFORMATION”**

19 **A. Use Of Designated Documents and Information**

20 1. “Confidential Information” or “Restricted Confidential
21 Information” shall be used by the receiving parties, their respective agents, and any
22 other persons to whom such documents, deposition testimony and information may
23 be disclosed pursuant to the Protective Order, for no purpose other than: (a) the
24 prosecution or defense of this action; or (b) as otherwise compelled by lawful
25 process (provided the designating other party is given reasonable notice to object);
26 or (c) as otherwise required by law; or (d) as permitted by the Court.

27 2. Notwithstanding the parties’ designation of “Confidential
28 Information” or “Restricted Confidential Information,” any Court hearing that

1 refers to or describes “Confidential Information” or “Restricted Confidential
2 Information” may be held in open court with records unsealed, provided the
3 designating party is afforded reasonable notice of the receiving party’s intent to
4 disclose such “Confidential Information” or “Restricted Confidential Information”
5 in open court, so that the designating party has a reasonable opportunity to seek to
6 maintain the confidentiality of the “Confidential Information” or “Restricted
7 Confidential Information.” However, any party may request that the proceedings
8 be conducted in camera out of the presence of any unqualified persons, and any
9 transcript relating thereto be designated as “Confidential Information” or
10 “Restricted Confidential Information” and prepared in accordance with the
11 provisions of Paragraph II(C) above.

12 3. In the event a party wishes to use any “Confidential
13 Information” or “Restricted Confidential Information” of the other party in any
14 affidavits, briefs, memoranda of law, or other papers to be filed in Court in this
15 litigation, the party shall comply with Local Rule 79-5 and Paragraph 9 of the
16 Standing Order in this case.

17 4. The parties shall provide each other with a list of “Confidential
18 Information” or “Restricted Confidential Information” documents, deposition
19 testimony or information to be used at trial at such time as the list of exhibits is
20 ordered by the court to be exchanged among the parties to enable the designating
21 party sufficient opportunity to seek a protective order. Any such “Confidential
22 Information” or “Restricted Confidential Information” which is designated by any
23 party to be introduced at trial may be offered into evidence in open court unless the
24 opposing party obtains an appropriate protective order from the Court before its
25 introduction. Should a party at trial determine that reference to previously unlisted
26 “Confidential Information” or “Restricted Confidential Information” is necessary
27 for impeachment or due to surprise, the provisions of Paragraph IV(A)(2) shall be
28 applied.

1 5. Nothing in this Protective Order shall affect the admissibility of
2 “Confidential Information” or “Restricted Confidential Information,” or abridge
3 the rights of any person to seek judicial review or to pursue other appropriate
4 judicial action with respect to any ruling made by the Court concerning the issue of
5 the status of “Confidential Information” or “Restricted Confidential Information.”
6 This Protective Order is without prejudice to any party seeking an order from this
7 Court imposing further restrictions on the dissemination of “Confidential
8 Information” or “Restricted Confidential Information,” or seeking to rescind,
9 modify, alter, or amend this Protective Order with respect to specific information.

10 6. In the event any person in receipt of “Confidential Information”
11 or “Restricted Confidential Information” shall receive a written request, subpoena,
12 or Court Order seeking disclosure of another party’s “Confidential Information” or
13 “Restricted Confidential Information,” such person shall immediately upon receipt
14 of such request, subpoena, or Court Order, notify counsel for the designating party
15 of the request, subpoena, or Court Order, and shall provide counsel for the
16 designating party with a copy of the same, unless prohibited by law.

17 7. A party producing any document or thing for inspection may
18 retain the original of such document or thing which is subject to this Protective
19 Order, but the receiving party, by its counsel of record, shall have the right to
20 examine the original, to be provided with a full and complete copy thereof at its
21 expense, and to call for production of the original at the trial of this action, if
22 reasonably necessary.

23 **V. DOCUMENTS, DEPOSITION TESTIMONY AND INFORMATION**
24 **EXCLUDED FROM PROTECTIVE ORDER**

25 The obligations relating to any document, deposition testimony or
26 information subject to this Protective Order shall not apply to any document,
27 deposition testimony or information designated as being subject to this Protective
28 Order which: (a) was lawfully in the receiving party’s possession prior to the

1 receipt from the supplying party; (b) became public knowledge by means not in
2 violation of the provisions of this Protective Order; (c) was, or is hereafter,
3 obtained from a source or sources not under an obligation of secrecy to the other
4 party; (d) is discovered independently by the receiving party; or (e) is exempted
5 from the provisions of this Protective Order by written consent of the party
6 producing such “Confidential Information” or “Restricted Confidential
7 Information.” Notwithstanding the provisions of Article III above, nothing herein
8 shall prevent any producing party from using or disclosing its own “Confidential
9 Information” or “Restricted Confidential Information.” Nothing in this Order shall
10 preclude any party from showing an employee of a designating party at a
11 deposition of that employee any “Confidential Information” or “Restricted
12 Confidential Information” of the designating party.

13 **VI. RETURN OF DOCUMENTS, DEPOSITION TESTIMONY OR**
14 **INFORMATION**

15 Within sixty (60) days after conclusion of litigation, outside counsel for each
16 receiving party or other individual subject to this Protective Order (which does not
17 include the Court and Court personnel) shall be under an obligation to assemble
18 and return to the designating party, or to destroy (and certify the destruction)
19 should the designating party so permit, any document, deposition testimony and
20 information subject to this Protective Order and all copies thereof. Any copy of
21 any document, deposition testimony or information designated by the opposing
22 party as “Confidential Information” or “Restricted Confidential Information”
23 containing notes of outside counsel may be destroyed rather than returned. Notice
24 of the return or destruction of any “Confidential Information” or “Restricted
25 Confidential Information” shall be made in writing, and notice of receipt thereof
26 shall be acknowledged in writing. Notwithstanding the foregoing provisions of this
27 Paragraph, outside counsel shall be entitled to retain all memoranda or reports
28 prepared by them or any expert witness or consultant which contain “Confidential

1 Information” or “Restricted Confidential Information” and litigation documents
2 containing “Confidential Information” or “Restricted Confidential Information”
3 which become part of the record of this action, including pleadings, briefs,
4 deposition transcripts and exhibits, but such litigation documents shall be used
5 only for the purpose of preserving a record of the action, and shall not, without the
6 written permission of the opposing party or an order of this Court, be disclosed to
7 anyone other than those to whom such information was actually disclosed, in
8 accordance with this Protective Order, during the course of this action.

9 **VII. SURVIVAL**

10 All obligations and duties arising under this Protective Order shall survive
11 the termination of this action.

12 **VIII. INADVERTENT PRODUCTION**

13 The inadvertent or mistaken disclosure of any “Confidential Information” or
14 “Restricted Confidential Information” by a producing party, without the
15 designation required under Article II, above, shall not constitute a waiver of any
16 claim that the inadvertently disclosed material is entitled to protection under this
17 Order, if such inadvertent or mistaken disclosure is brought to the attention of the
18 receiving party promptly after the producing party’s discovery of such disclosure.
19 Along with notice of inadvertent or mistaken disclosure, the producing party shall
20 provide properly marked documents to each party to whom “Confidential
21 Information” or “Restricted Confidential Information” was inadvertently disclosed;
22 and upon receipt of these properly marked documents, the receiving party shall
23 return to the producing party, or destroy, the improperly marked documents that
24 were initially produced, along with any copies or duplicates thereof. Nothing in
25 this paragraph shall prevent the receiving party from using the properly marked
26 copy of the inadvertently produced document in any way consistent with this
27 Order.

28

1 If a party through inadvertence produces or provides discovery which it
2 believes is subject to a claim of attorney-client privilege or work product
3 immunity, in the event the receiving party discovers that it has received such
4 documents, it will bring that fact to the attention of the producing party
5 immediately upon discovery. In the event that the producing party discovers that it
6 has produced either attorney-client privilege or work-product protected documents,
7 it will bring that fact to the attention of the receiving party immediately upon
8 discovery. Upon request by the producing party, the receiving party will promptly
9 return to the producing party any attorney client privilege or work-product-
10 protected document and any copies that the receiving party may have made. Upon
11 request by the producing party, the receiving party will promptly disclose the
12 names of any individuals who have read or have had access to the attorney-client
13 privilege or work-product-protected document. Further, the receiving party must
14 take reasonable steps to retrieve the information if the receiving party disclosed it
15 before being notified. Return of the documents by the receiving party shall not
16 constitute an admission or concession, or permit any inference, that the returned
17 document or thing is, in fact, properly subject to a claim of attorney-client privilege
18 or work product immunity nor shall it foreclose any party from moving the Court
19 for any order that such document or thing has been improperly designated or
20 should be producible for reasons other than a waiver caused by the inadvertent
21 production.

22 **IX. NO IMPLIED WAIVER OR ADMISSION**

23 No party shall be obligated to challenge the propriety of any designation of
24 “Confidential Information” or “Restricted Confidential Information” by another
25 party or non-party, and the failure to do so shall not constitute a waiver or
26 otherwise preclude a subsequent challenge to the designation.

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1 **EXHIBIT A: AGREEMENT TO BE BOUND BY PROTECTIVE ORDER**

2 I have read the Protective Order governing the production of “Confidential
3 Information” and “Restricted Confidential Information” in the case of *Tedesco v.*
4 *Pepe et al.*, Case No. CV 11-06203 JFW (JCx) (“Order”). I understand the terms of
5 the Order and agree to be fully bound by them, specifically, that I will not disclose
6 any “Confidential Information” or “Restricted Confidential Information” except as
7 provided in the Order, and will not use any “Confidential Information” or
8 “Restricted Confidential Information” except for the purpose of this litigation. I
9 hereby submit to the jurisdiction of the U.S. District Court, Central District of
10 California, for purposes of enforcement of the Order. I understand that any
11 violation of the terms of the Order may be punishable by money damages, interim
12 or final injunctive or other equitable relief, sanctions, contempt of court citation, or
13 such other or additional relief as deemed appropriate by the Court.

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Date: _____ Signature: _____