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NOTE CHANGES MADE BY THE COURT.

12 Attorneys for NIKE, INC. and  
 13 CONVERSE INC.

NOTE CHANGES MADE BY THE COURT.

14 **UNITED STATES DISTRICT COURT**

15 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

16 NIKE, INC. and CONVERSE, INC.,  
 17 Plaintiffs/Counterclaim  
 18 Defendants,

19 v.

20 SUPERSTAR INTERNATIONAL,  
 21 INC., AC INTERNATIONAL  
 22 TRADING INC., and SAI LIU,  
 23 Defendants/Counterclaim  
 24 Plaintiffs,

25 and

24 JEAIR SHOES INC., K-AIR SHOES,  
 25 KING-AIR TRADING INC., DUN  
 26 HUANG INTERNATIONAL  
 27 TRADING INC., XIAO MING WU,  
 28 JIAN QIANG LIU, and YUN MEI  
 YUAN,  
 Defendants.

Case No. CV 12-5240-JFW (AGRx)  
 Honorable John F. Walter  
 Magistrate Judge Alicia G. Rosenberg

**~~PROPOSED~~ ORDER GRANTING  
 PROTECTIVE ORDER  
 GOVERNING USE AND  
 DISCLOSURE OF CONFIDENTIAL  
 INFORMATION PURSUANT TO  
 JOINT STIPULATION BY THE  
 PARTIES**

NOTE CHANGES MADE BY THE COURT.

1 **ORDER**

2 The parties to this action, by and through their counsel of record, jointly  
3 stipulated to and respectfully requested that the Court enter an Order reflecting the  
4 terms and conditions of this agreed Protective Order Governing Use and Disclosure  
5 of Confidential Information ("Protective Order"), which shall control the handling  
6 of all confidential information, documents, and things exchanged in this litigation.  
7 Any and all such information shall be used exclusively for purposes of this  
8 litigation.

9 **1. STATEMENT OF GOOD CAUSE**

10 Plaintiffs NIKE, Inc. and Converse Inc. have brought an action for trademark  
11 infringement, unfair competition, trademark dilution and patent infringement,  
12 praying for compensatory damages, profits, trebled damages, attorney's fees, costs  
13 and injunctive relief. The Defendants have answered with a variety of defenses,  
14 including unclean hands, laches and unjust enrichment. Defendants Superstar  
15 International, Inc., AC Int'l Trading Inc. and Sai Lui have also asserted a counter-  
16 claim alleging that the asserted trademarks are invalid and praying for compensatory  
17 damages, punitive damages, attorney's fees and costs. Each party in this case  
18 operates its businesses in highly competitive markets and contemplates that the  
19 claims, defenses and alleged damages for this case will likely require the use of  
20 proprietary and sensitive commercial information that the parties seek to protect.

21 Based on the claims at issue in this matter, the parties will likely request  
22 private and confidential financial information during the discovery process,  
23 including information regarding revenues, costs, and net profits, as well financial  
24 information related to third parties such as payments to third parties. Documents  
25 containing or making reference to confidential financial information are considered  
26 private and confidential and would likely cause significant harm to that party and/or  
27 infringe upon its ability to compete if such information was made available or  
28 accessible publicly and/or to the party's competitors.

1           Based on the claims at issue in this matter, the parties will likely request trade  
2 secret and/or otherwise proprietary, confidential or sensitive business information  
3 related to either party's business operations that would likely cause significant harm  
4 to that party and/or infringe upon its ability to compete if such information was  
5 made available or accessible publicly and/or to the party's competitors.

6           Based on the claims at issue in this matter, the parties will likely request  
7 information about current, past, or prospective employees that is of a confidential or  
8 private nature, including, but not limited to, current or former employees' contact  
9 information. Such information is considered private and confidential and could  
10 violate an individual's privacy rights if it was made publicly available.

11           To accommodate the parties' positions and avoid lengthy and expensive  
12 litigation over the issue, the parties agree that a mutually appropriate protective  
13 order will speed the discovery and litigation processes. Entry of this Protective  
14 Order will allow the parties to produce documents and information that they  
15 consider confidential, private, sensitive and/or containing trade secrets while taking  
16 appropriate steps to protect the confidential, private, sensitive and/or trade secret  
17 nature of the documents and information. Denial of the protective order will  
18 prejudice the parties by leading to additional litigation over discovery issues,  
19 potentially resulting in the unnecessary and irreversible release of confidential and  
20 proprietary information into the public domain.

21           Therefore, the above-captioned parties stipulate to this Protective Order and  
22 submit that good cause for entry of the Protective Order exists as required by  
23 Federal Rule of Civil Procedure 26(c).

24 **2. DESIGNATION OF CONFIDENTIAL MATERIALS**

25           A. Any party or non-party to this action may designate information,  
26 documents, or things produced, used, or disclosed in this action as  
27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" and thereby render them  
28 subject to the protections and requirements of this Protective Order. Only

1 information, documents, or things that a party believes in good faith contain or refer  
2 to information that is not available to or accessible by the general public may be  
3 designated "CONFIDENTIAL." Only information, documents, or things that a  
4 party believes in good faith contain or refer to trade secrets (as defined in California  
5 Civil Code § 3426.1), or other non-public, confidential, valuable information,  
6 including non-public research and development information, technical information,  
7 marketing information, and financial information, the disclosure of which would  
8 damage the disclosing party's competitive position, may be designated "HIGHLY  
9 CONFIDENTIAL."

10 Copies or excerpts of information contained within, or summaries, notes or  
11 charts containing any information, document, or thing designated as  
12 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" shall be treated in accordance  
13 with this Protective Order.

14 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" information shall not  
15 include any information, document, or thing which:

16 (i) at the time of the disclosure hereunder is available to the public;

17 or

18 (ii) after disclosure hereunder becomes available to the public  
19 through no act, or failure to act, by the receiving party; or

20 (iii) the receiving party can show (a) was already known to the  
21 receiving party; (b) was independently developed by the receiving party; or (c) was  
22 received by the receiving party, after the time of disclosure hereunder, from a third  
23 party having the right to make such disclosure.

24 B. Any information, document, or thing that any party wishes to protect  
25 against unauthorized disclosure or use shall be designated as "CONFIDENTIAL" or  
26 "HIGHLY CONFIDENTIAL" by having stamped or affixed thereon the words  
27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." If material cannot be so  
28 labeled, it shall be designated in a manner to be agreed upon. Any

1 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" designation that is  
2 inadvertently omitted during production may be corrected by providing counsel for  
3 all parties with written notice as soon as such omission is determined.

4 C. Portions of deposition transcripts may be designated  
5 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" by any party or any deponent  
6 either (a) during the deposition, in which case the transcript of the designated  
7 testimony shall be bound in a separate, sealed volume and marked  
8 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" by the reporter, or (b) by  
9 written notice to all counsel of record within five days after the deponent or its  
10 counsel receives the transcript. Pending the expiration of five days after a  
11 deposition transcript is received by the deponent or its counsel, all parties and  
12 persons shall treat the deposition transcript as if it had been designated as  
13 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," except that the deponent and  
14 the deponent's counsel may review the transcript of that deponent's own deposition.  
15 In addition, the deponent, during the five day period, may show the deposition  
16 transcript to other persons who are bound by this Protective Order and who already  
17 have access to the material that is or may be designated "CONFIDENTIAL" or  
18 "HIGHLY CONFIDENTIAL." With regard to designations made during the  
19 deposition, the designating party shall have the right to have all persons, except the  
20 deponent and its counsel, outside counsel of record for named parties, the court  
21 reporter, and such other persons bound by this Protective Order, excluded from a  
22 deposition, or any portion thereof, before the taking of testimony designated  
23 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" under this Protective Order.

24 D. If inspection, measuring, testing, sampling, photographing, or  
25 otherwise recording a party's processes, products, equipment, premises, or other  
26 property pursuant to Federal Rule of Civil Procedure 34, or by agreement, will  
27 reveal or disclose information that is "CONFIDENTIAL" or "HIGHLY  
28 CONFIDENTIAL," the producing party shall advise the party seeking the discovery

1 in advance that the inspection, measuring, testing, sampling, photographing, or  
2 recording will be permitted subject to the terms of this Protective Order, and that  
3 material discovered and the information derived from that material shall be treated  
4 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." Subject to the provisions  
5 regarding inadvertent disclosure (see Sections 10.B and 10.C below) or unless  
6 otherwise agreed by the parties or ordered by the Court, any confidentiality is  
7 waived if the party providing the discovery fails to advise the party or parties  
8 seeking the discovery in advance that any inspection, measuring, testing, sampling,  
9 photographing, or recording will be permitted only on a confidential basis. If  
10 photographing or recording of premises, products, equipment, processes, or other  
11 property is made, the pictures or recordings shall bear the appropriate legend in  
12 accordance with this Protective Order on the photograph or videotape itself, and on  
13 any exterior packaging for the photo(s)/video(s).

14 E. Documents and things produced for inspection for the purpose of  
15 allowing selection of documents and things for copying shall be treated as  
16 "HIGHLY CONFIDENTIAL" pursuant to this Protective Order until copies of the  
17 documents and things are produced, at which time they shall be handled pursuant to  
18 this Protective Order based upon the designation, if any, of the producing party.

19 **3. RESTRICTION ON DISCLOSURE OF DESIGNATED MATERIALS**

20 A. No information or material designated "CONFIDENTIAL" or  
21 "HIGHLY CONFIDENTIAL" shall be disclosed to any person or entity except as  
22 set forth in this Protective Order. No person shall use any material or information  
23 designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" except for  
24 purposes of preparation, trial, and any appeals of this action.

25 B. Subject to section 3.D, and any further order of the Court, information  
26 or material designated as "HIGHLY CONFIDENTIAL" shall not be provided,  
27 shown, made available, or communicated in any way to any person or entity with  
28 the exception of:

1 (i) Outside attorneys of record for each party, their partners,  
2 shareholders, and associates who are working on this action on behalf of any party,  
3 and the paralegal assistants, stenographic, and clerical employees working under the  
4 direct supervision of such attorneys.

5 (ii) Independent experts and consultants, including their professional  
6 and clerical support staff, who are expressly retained or sought to be retained by any  
7 attorney to assist in the preparation or trial of this action, with disclosure only to the  
8 extent necessary to perform such work. Independent experts or consultants, as used  
9 in this paragraph, shall not include any regular employee or agent of the receiving  
10 party. A party who retains an independent expert or consultant must notify all other  
11 parties in writing of the name of the person(s) to whom disclosure is to be made,  
12 providing at that time an executed declaration in the form attached hereto as Exhibit  
13 A, together with a current copy of the curriculum vitae of the expert(s) to whom  
14 such disclosure is to be made. No designated information shall be disclosed to any  
15 independent experts or consultants until at least five business days have lapsed  
16 following the notice of the expected disclosure to the proposed experts or  
17 consultants. If a party makes a written objection to the proposed independent expert  
18 or consultant within the five day period, no disclosure of designated information  
19 may be made to the proposed independent expert or consultant pending a negotiated,  
20 written resolution of the objection or an appropriate, further order of the Court. The  
21 parties shall confer pursuant to Local Rule 37.1 and attempt to resolve such a  
22 dispute prior to submitting a motion to the Court. The parties will additionally  
23 formulate a written stipulation pursuant to Local Rule 37-2 for submitting such a  
24 motion.

25 (iii) Court reporters, stenographers, and/or videographers transcribing  
26 or otherwise recording the testimony or argument at a hearing, trial, or deposition in  
27 this case or any appeal. The above identified persons are not required to execute the  
28 declaration provided in Exhibit A.

1 (iv) The Court or its staff in connection with the Court's  
2 administration and adjudication of this action. The above identified persons are not  
3 required to execute the declaration provided in Exhibit A.

4 (v) Photocopy, document imaging, and database service providers  
5 and consultants retained by counsel to set up, maintain and/or operate computer  
6 systems, litigation databases or to convert data for inclusion in such databases.

7 (vi) Graphics, translation, design, and/or trial consulting service  
8 providers, including mock jurors who have signed a declaration in the form attached  
9 hereto as Exhibit A, retained by a party, provided that such persons are screened to  
10 ensure that no such person is a regular employee or agent of the receiving party or a  
11 regular employee or agent of a direct competitor of the designating party.

12 (vii) Pursuant to this sub-section, the parties may also disclose  
13 specific information or material designated as "HIGHLY CONFIDENTIAL" to any  
14 other individuals who are approved by the Court upon motion by either party. The  
15 parties shall confer pursuant to Local Rule 37.1 and attempt to resolve any disputes  
16 regarding disclosure of information of material designated as "HIGHLY  
17 CONFIDENTIAL" to an individual prior to submitting a motion to the Court. The  
18 parties will additionally formulate a written stipulation pursuant to Local Rule 37-2  
19 for submitting such a motion.

20 C. Subject to section 3.D, and any further order of the Court, information  
21 or material designated as "CONFIDENTIAL" shall not be provided, shown, made  
22 available, or communicated in any way to any person or entity with the exception  
23 of:

24 (i) Those persons identified in Section 3.B.i through 3.B.vii above;  
25 and

26 (ii) The parties to this action and their employees thereof provided  
27 that such disclosure is needed to assist in the prosecution or defense of this action  
28



1 and that such information is maintained in separate and identifiable files, access to  
2 which is restricted to authorized persons.

3 D. The designation of any document as "CONFIDENTIAL" or "HIGHLY  
4 CONFIDENTIAL" shall not preclude any party from showing the document to any  
5 person (a) who appears as the author or as an addressee on the face of the document  
6 (unless it is shown that the person did not receive the document), (b) who has been  
7 identified by the designating party as having been provided with the document or  
8 with the information therein, or (c) who participated in any meeting or  
9 communication to which the document refers. The producing party may disclose  
10 the producing party's "CONFIDENTIAL" and "HIGHLY CONFIDENTIAL"  
11 information to the producing party's employees, ex-employees, and/or 30(b)(6)  
12 designees without waiving the confidential nature of the information, provided that,  
13 with respect to ex-employees, the ex-employee was employed by the producing  
14 party at the time the confidential information was created.

15 Nothing contained in this Protective Order shall affect the right of the  
16 producing party to disclose or use for any purpose the documents or information  
17 produced and/or designated by it as "CONFIDENTIAL" or "HIGHLY  
18 CONFIDENTIAL."

19 E. ~~In the event that any "CONFIDENTIAL" or "HIGHLY~~  
20 ~~CONFIDENTIAL" information is used in any court proceeding in connection with~~  
21 ~~this litigation, it shall not lose its "CONFIDENTIAL" or "HIGHLY~~  
22 ~~CONFIDENTIAL" status through such use, and the parties shall take all steps~~  
23 ~~reasonably required to protect its confidentiality during such use.~~

24 **4. FILING DESIGNATED MATERIALS**

25 In the event that a party wishes to use any "CONFIDENTIAL" or "HIGHLY  
26 CONFIDENTIAL" information in any paper filed with the Court in this litigation,  
27 which comprise, excerpt, reproduce, paraphrase, or contain designated  
28 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" material, or information

1 taken therefrom, the party shall file such materials under seal. The filing party shall  
2 assist the Clerk of Court in preventing such filing from being viewed by the public.  
3 The parties understand that documents may be filed under seal only with the  
4 permission of the Court after proper motion pursuant to the procedural steps set  
5 forth in Local Civil Rule 79-5. If any materials subject to this Order are filed under  
6 seal, the Court and the Court's personnel are not required to sign the Declaration  
7 provided in Attachment A.

8 **5. CANCELLATION OF DESIGNATION**

9 The receiving party and any interested party may request that the designating  
10 party redesignate "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" material.  
11 A redesignation request(s) shall be by written notice to counsel for the designating  
12 party. The written notice shall particularly identify the subject matter or document  
13 designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" that the receiving  
14 party seeks to have redesignated.

15 The parties shall work together in good faith to resolve all redesignation  
16 requests on an informal basis. The parties shall confer pursuant to Local Rule 37.1  
17 prior to filing any related motion with the Court, and if the dispute cannot be  
18 resolved informally within ten business days, a motion for further disclosure or  
19 redesignation may be filed with the Court. Pending the Court's determination of  
20 any motion contesting a confidential designation, the material shall be deemed  
21 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," as indicated by the  
22 designating party. Thereafter, such material shall be treated in accordance with the  
23 Court's order.

24 **6. NOTICE**

25 All notices required by this Protective Order are to be served via email, with  
26 receipt confirmed, to the appropriate attorney(s) at BANNER & WITCOFF, LTD., the  
27 LAW OFFICES OF CHRISTOPHER DIENER, or LEXINT LAW GROUP. The date by which  
28 a party receiving a notice shall respond, or otherwise take action, shall be computed

1 from the date indicating that the email was received. Any of the notice requirements  
2 herein may be waived in whole or in part, but only in writing signed by an attorney  
3 for the designating party.

4 **7. DISPOSITION OF DESIGNATED MATERIALS AT TERMINATION**  
5 **OF THE CASE**

6 A. Termination of proceedings shall not relieve any person from the  
7 obligations of this Protective Order, unless the Court orders otherwise.

8 B. With respect to any "CONFIDENTIAL" or "HIGHLY  
9 CONFIDENTIAL" information that has been filed with the Court, including all  
10 copies or summaries of or excerpts thereof, it is the responsibility of the party

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11 desiring return of such documents to <sup>request</sup> ensure that the clerk returns all  
12 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." <sup>Nothing in this order requires the Clerk to return such information.</sup>

13 C. Within 45 days after the final adjudication of this litigation including  
14 appeals, or resolution through settlement, unless otherwise agreed to in writing by  
15 an attorney of record for the designating party, each party shall either (a) assemble  
16 and return all confidential material, including all copies thereof, to the party or  
17 person from whom the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL"  
18 material was obtained; or (b) certify in writing that all such material has been  
19 destroyed, except that counsel for the parties may retain, in their sole discretion, all  
20 court papers, court and deposition transcripts, exhibits, and attorney work product,  
21 provided that such documents will be held for their internal use only, subject to the  
22 continuing obligations imposed by this Protective Order. A party need not destroy  
23 or discard documents that it designated hereunder.

24 **8. AMENDMENTS AND EXCEPTIONS**

25 This Protective Order may be amended only by an Order of the Court, and is  
26 without prejudice to the rights of a party to move for relief from any of its  
27 provisions, or to seek different or additional protection for any particular material or  
28 information. The parties shall confer pursuant to Local Rule 37.1 and attempt to

1 resolve any disputes regarding proposed amendments prior to submitting a motion  
2 to the Court. The parties will additionally formulate a written stipulation pursuant to  
3 Local Rule 37-2 for submitting such a motion.

4 **9. NON-PARTY SUBPOENAS OR REQUESTS**

5 If a non-party to this dispute subpoenas or requests information designated  
6 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" under this Protective Order,  
7 the receiving party shall not produce "CONFIDENTIAL" or "HIGHLY  
8 CONFIDENTIAL" information before providing written notice of the subpoena or  
9 request to the producing party and the producing party has had an opportunity to  
10 intervene and/or oppose the non-party's subpoena or request if it chooses. Nothing  
11 in this Protective Order shall be construed as authorizing a party to disobey a lawful  
12 subpoena issued in another action, and nothing in this Protective Order prevents a  
13 party who receives a subpoena or request from a non-party from disclosing/  
14 producing the documents or information that it designated as "CONFIDENTIAL" or  
15 "HIGHLY CONFIDENTIAL."

16 **10. GENERAL PROVISIONS**

17 A. The designation of "CONFIDENTIAL" or "HIGHLY  
18 CONFIDENTIAL" information pursuant to this Protective Order shall not be  
19 construed as a concession by either party that such information is relevant or  
20 otherwise admissible under the Federal Rules of Evidence; that such information is  
21 confidential, proprietary, or a trade secret; or that such information is properly  
22 discoverable under the Federal Rules of Civil Procedure.

23 B. If a party through inadvertence produces or provides discovery which it  
24 believes is subject to a claim of privilege and/or the work product doctrine, the  
25 producing party may give written notice to the receiving party or parties that the  
26 document or thing is subject to a claim of privilege and/or the work product doctrine  
27 and request that the document or thing be returned to the producing party. The  
28 receiving party or parties shall return to the producing party such document or thing,

1 including any and all copies thereof whether electronic and/or hard copy. Return of  
2 the document or thing by the receiving party shall not constitute an admission or  
3 concession, or permit any inference, that the returned document or thing is, in fact,  
4 properly subject to a claim of privilege and/or work product, nor shall it foreclose  
5 any party from moving the Court for an order that such document or thing has been  
6 improperly designated or should be produced for reasons other than a waiver caused  
7 by the inadvertent production.

8 C. If a party through inadvertence produces or provides any information,  
9 document, or thing without labeling, marking, or designating it as  
10 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," the producing party may  
11 give written notice to the receiving party or parties that the information, document,  
12 or thing is "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" and should be  
13 treated in accordance with the provisions of this Protective Order. The receiving  
14 party or parties must treat such information, documents, or things as  
15 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" from the date such notice is  
16 received. Disclosure of such information, documents, or things prior to receipt of  
17 such notice to persons not authorized to receive "CONFIDENTIAL" or "HIGHLY  
18 CONFIDENTIAL" material shall not be deemed a violation of this Protective  
19 Order; however, those persons to whom disclosure was made are to be advised that  
20 the material disclosed is "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" and  
21 must be treated in accordance with this Protective Order.

22 D. Nothing in this Protective Order shall bar or otherwise restrict any  
23 qualified attorney herein from rendering advice to his client with respect to this  
24 litigation and, in the course thereof, relying upon his examination of  
25 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" information.

26 E. Nothing herein shall be deemed to limit a party's rights in the event of  
27 a violation of this Protective Order.

28

1 F. This Protective Order shall survive the final adjudication of this  
2 litigation (including any appellate proceedings), to the extent information designated  
3 hereunder remains "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." A  
4 designation of "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" pursuant to  
5 this Protective Order shall be effective and shall be respected by the parties and all  
6 persons <sup>bound by this protective order</sup> ~~in any way involved in these proceedings or to whose attention~~  
7 ~~"CONFIDENTIAL" and/or "HIGHLY CONFIDENTIAL" information shall come~~  
8 unless and until otherwise ordered by the Court or stipulated by the parties to this  
9 action.

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10 G. "CONFIDENTIAL" and "HIGHLY CONFIDENTIAL" information  
11 shall be held in confidence by each person to whom it is disclosed, shall be used by  
12 the receiving party only for purposes of this action and no other purpose, shall  
13 specifically not be used for any business purpose, and shall not be disclosed to any  
14 person who is not entitled to receive such information under this Protective Order.  
15 All "CONFIDENTIAL" and "HIGHLY CONFIDENTIAL" information shall be  
16 carefully maintained so as to preclude access by persons who are not entitled to  
17 receive such information.

18 H. No party shall be required to identify on its respective privilege log any  
19 document or communication dated on or after the filing of this lawsuit which, absent  
20 this provision, the party would have been obligated to so identify on said privilege  
21 log.

22 I. Draft expert reports, notes taken by an expert, and communications  
23 with an expert for purposes of preparing a report shall not be discoverable or  
24 admissible. This applies to all draft expert reports, notes, and communications  
25 regardless of whether they are in paper or electronic form. Notwithstanding, the  
26 parties may inquire as to the process by which expert reports were prepared to  
27 confirm authorship of an expert's opinion(s). Further, an expert's compensation,  
28 identification of facts or data provided to the expert and considered in forming his or

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her opinion(s), and any assumptions provided to an expert and relied on in forming  
his or her opinion(s) are discoverable.

**IT IS SO ORDERED.**

Dated: October 29, 2012

*Alicia G. Rosenberg*

~~The Honorable John F. Walter  
United States District Court Judge~~

**ALICIA G. ROSENBERG  
UNITED STATES MAGISTRATE JUDGE**

**EXHIBIT A**

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Attorneys for NIKE, INC. and  
CONVERSE INC.

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

NIKE, INC. and CONVERSE, INC.,

Plaintiffs/Counterclaim  
Defendants,

v.

SUPERSTAR INTERNATIONAL,  
INC., AC INTERNATIONAL  
TRADING INC., and SAI LIU,

Defendants/Counterclaim  
Plaintiffs,

and

JEAIR SHOES INC., K-AIR SHOES,  
KING-AIR TRADING INC., DUN  
HUANG INTERNATIONAL  
TRADING INC., XIAO MING WU,  
JIAN QIANG LIU, and YUN MEI  
YUAN,

Defendants.

Case No. CV 12-5240-JFW (AGRx)

Honorable John F. Walter

Magistrate Judge Alicia G. Rosenberg

**DECLARATION OF  
[DECLARANT] UNDER  
PROTECTIVE ORDER**



1 I, \_\_\_\_\_, declare as follows:

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3 1. My business address is:

4 \_\_\_\_\_  
5 \_\_\_\_\_

6 2. My present employer is:

7 \_\_\_\_\_  
8 \_\_\_\_\_

9 3. My present occupation or job description is:

10 \_\_\_\_\_  
11 \_\_\_\_\_

12 4. [For experts and consultants only] Except as retained by  
13 \_\_\_\_\_ in connection with the above-referenced action, I am currently  
14 not employed by any party to this lawsuit or engaged as an independent contractor  
15 or consultant by any party to this lawsuit, either directly or indirectly.

16 5. I hereby acknowledge and agree that any information or material  
17 designated as "CONFIDENTIAL" and/or "HIGHLY CONFIDENTIAL" that I  
18 receive or review in this lawsuit is provided to me pursuant to the terms and  
19 restrictions of the PROTECTIVE ORDER GOVERNING USE AND  
20 DISCLOSURE OF CONFIDENTIAL INFORMATION dated \_\_\_\_\_  
21 ("the Protective Order").

22 6. I have read the Protective Order, and agree to comply with and be  
23 bound by each of the applicable terms.

24 7. I hereby submit myself to the jurisdiction of the United States District  
25 Court for the Central District of California for the limited purpose of assuring my  
26 compliance with the Protective Order.

27 8. I understand that I am to handle all of the materials that I receive which  
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1 have been designated as "CONFIDENTIAL" and/or "HIGHLY CONFIDENTIAL"  
2 in a manner consistent with this Protective Order. No later than thirty (30) days after  
3 final termination of this litigation, including any and all appeals, or resolution  
4 through settlement, I agree to return to the counsel of record who provided me with  
5 such materials all information and documents designated as "CONFIDENTIAL"  
6 and/or "HIGHLY CONFIDENTIAL," including all copies, extracts, and summaries  
7 thereof (and including those I prepared), or I will certify in writing that all such  
8 materials have been destroyed. Such return or destruction shall not relieve me from  
9 any of the continuing obligations imposed upon me by the Protective Order.

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

11 Dated: \_\_\_\_\_ By: \_\_\_\_\_  
12 (signature of declarant)

13 \_\_\_\_\_  
14 (printed name of declarant)

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