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 Leland S. Saylor

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

LELAND S. SAYLOR,  
 Plaintiff,

vs.

SAYLOR PUBLICATIONS, INC., a  
 California Corporation; SIERRA  
 WEST LLC, a California Limited  
 Liability Company; and MARY  
 WALLERS, an individual;

Defendants.

Case No.: CV12-7268 MWF(CWx)

**~~[Proposed]~~ PROTECTIVE ORDER**

Counterclaim Filed: August 23, 2012  
 Trial: None Set

*Note change made by court*

**AND RELATED CROSS-ACTIONS**

Having considered the Stipulation for Entry of Protective Order, and good  
 cause appearing therefor,

IT IS SO ORDERED as follows:

1. In connection with the discovery proceedings in this action, the parties  
 may designate any document, thing, material, testimony or other information  
 derived therefrom, as “Confidential” or “Confidential – Attorney Eyes Only” under  
 the terms of this Stipulated Protective Order (“hereinafter “Order”). Confidential  
 information is information which has not been made public and includes but is not

1 limited to the processes, operations, type or work, or apparatus, or the production,  
2 sales, shipments, purchases, transfers, identification of customers, inventories,  
3 amount or source of any income, profits, losses, or expenditures of any persons,  
4 firm, partnership, corporation, or other organization, the terms of agreements or  
5 other confidential business information, the disclosure of which information may  
6 have the effect of causing harm to the competitive position of the person, firm,  
7 partnership, corporation, or to the organization from which the information was  
8 obtained.

9         2. Confidential documents shall be so designated by stamping copies of  
10 the document produced to a party with the legend "CONFIDENTIAL" or  
11 "CONFIDENTIAL – ATTORNEY EYES ONLY," or stamping the legend  
12 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEY EYES ONLY" on the  
13 cover of any multi-page document shall designate all pages of the document as  
14 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEY EYES ONLY," unless  
15 otherwise indicated by the producing party.

16         3. A party shall not be obligated to challenge the propriety of a  
17 designation of information as protected at the time made, and failure to do so shall  
18 not preclude a subsequent challenge thereto. If any party to the action disagrees at  
19 any stage of the proceedings with such a designation, that party shall provide to the  
20 producing party written notice of its disagreement. The parties shall first try to  
21 dispose of such dispute in good faith on an informal basis. If the dispute cannot be  
22 resolved, the party challenging the designation may request appropriate relief from  
23 the Court or Magistrate, as appropriate, in strict compliance with Local Rules 37-1  
24 and 37-2 (including the Joint Stipulation requirement). In the event of any dispute  
25 over the designation of information under this Order, the party making the  
26 designation shall bear the burden of proving that its designation is correct.

27         4. Testimony taken at a deposition may be designated as  
28 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEY EYES ONLY," by

1 making a statement to that effect on the record at the deposition. Arrangements  
2 shall be made with the court reporter taking and transcribing such proceeding to  
3 separately bind such portions of the transcript containing information designated as  
4 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEY EYES ONLY,” and to  
5 label such portions appropriately.

6 5. Materials designated as “CONFIDENTIAL” or “CONFIDENTIAL –  
7 ATTORNEY EYES ONLY,” under this Order, the information contained therein,  
8 and any summaries, copies, abstracts, or other documents derived in whole or in part  
9 from material designated as confidential (hereinafter “Confidential Material”), shall  
10 be used only for the purpose of the prosecution, defense, or settlement of this action,  
11 and for no other purpose.

12 6. Subject to the terms of Paragraph 8, Confidential Material designated  
13 “CONFIDENTIAL,” and produced pursuant to this Order, may be disclosed or  
14 made available only to the Court, to counsel for a party (including the paralegal,  
15 clerical, and secretarial staff employed by such counsel), and to the “qualified  
16 persons” designated below:

17 (a) A party, or an officer, director or employee of a party deemed  
18 necessary by counsel to aid in the prosecution, defense, or settlement of this action;

19 (b) Experts or consultants (together with their clerical staff) retained  
20 by such counsel to assist in the prosecution, defense, or settlement of this action;

21 (c) Court reporter(s) employed in this action;

22 (d) A witness at any deposition or other proceeding in this action;

23 and

24 (e) Any other person as to whom the parties in writing agree.

25 7. Subject to the terms of Paragraph 8, Confidential Material designated  
26 “CONFIDENTIAL – ATTORNEY EYES ONLY,” and produced pursuant to this  
27 Order, may be disclosed or made available only to the Court, to counsel for a party  
28 (including the paralegal, clerical, and secretarial staff employed by such counsel),

1 and to the “qualified persons” designated below:

2 (a) Experts or consultants (together with their clerical staff) retained  
3 by such counsel to assist in the prosecution, defense, or settlement of this action;

4 (b) Court reporter(s) employed in this action;

5 (c) A witness at any deposition or other proceeding in this action to  
6 the extent the Confidential Material designated “CONFIDENTIAL – ATTORNEY  
7 EYES ONLY,” was authored by or addressed to the person testifying or such person  
8 is established as knowledgeable or such Confidential Material prior to the  
9 testimony; and

10 (d) Any other person as to whom the parties in writing agree.

11 8. Prior to receiving any Confidential Material, each “qualified person”  
12 shall be provided with a copy of this Order and shall execute a “Nondisclosure  
13 Agreement” in the form of Attachment “A,” which shall be retained by counsel for  
14 the party obtaining the Nondisclosure Agreement.

15 9. Portions of depositions involving “CONFIDENTIAL” or  
16 “CONFIDENTIAL – ATTORNEY EYES ONLY” shall be taken only in the  
17 presence of qualified persons.

18 10. At no time shall any person who receives or learns of Confidential  
19 Material produced in this case disclose, release or use such information in any  
20 manner other than as provided in Paragraph 5 herein; provided, however, that  
21 nothing herein shall impose any restrictions on the use or disclosure by a party of  
22 material obtained by such independent of discovery in this action, whether or not  
23 such material is also obtained through discovery in this action, or from disclosing its  
24 own Confidential Material as it deems appropriate.

25 11. If Confidential Material, including any portion of a deposition  
26 transcript designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEY  
27 EYES ONLY,” is included in any papers to be filed in Court, such papers shall be  
28 filed in accordance with Local Rule 79-5.1, which provides, in pertinent part, that if

1 any paper to be filed with the Court contain information and/or documents that have  
2 been designated as “Confidential” or “Confidential-Attorney Eyes Only,” the  
3 proposed filing shall be accompanied by an application to file the papers or the  
4 portion thereof containing the designated information or document (if such portion  
5 is segregable) under seal; and the application shall be directed to the judge to whom  
6 the papers are directed. Further, for motions, the parties should file a redacted  
7 version of the motion and supporting papers. In addition, the parties acknowledge  
8 that the Magistrate has forewarned them that neither the fact that counsel have  
9 stipulated to an under seal filing nor the fact that a proposed filing contains  
10 information or documents that one of the parties elected to designate as  
11 “Confidential” or “Confidential – Attorney Eyes Only” in accordance with the  
12 terms of the protective order is sufficient in itself for the Court to find that good  
13 cause exists to file the papers or portion containing the designated information or  
14 document under seal. The parties understand that at the very least, the parties will  
15 need to convince the Court in their application that protection clearly is warranted  
16 for the designated information or documents. Also, for declarations with exhibits,  
17 this means making the requisite showing on an exhibit by exhibit basis.

18 12. This Order shall be without prejudice to the right of the parties: (i) to  
19 bring before the Court at any time the questions of whether any particular document  
20 or information is properly designated as “CONFIDENTIAL” or “CONFIDENTIAL  
21 – ATTORNEY EYES ONLY” or whether its use should be restricted or (ii) to  
22 present a motion to the Court for a separate protective order as to any particular  
23 document or information, including restrictions differing from those as specified  
24 herein. However, prior to bringing any matter regarding this Order to the Court,  
25 including the filing of a motion, the parties must strictly comply with the provisions  
26 of Local Rules 37-1 and 37-2 (including the joint stipulation requirement). Further,  
27 this Order shall not be deemed to prejudice the parties in any way in any future  
28 application for modification of this Order.

1           13. This Order is entered solely for the purpose of facilitating the exchange  
2 of documents and information between the parties to this action without involving  
3 the Court unnecessarily in the process. Nothing in this Order nor the production of  
4 any information or document under the terms of this Order nor any proceedings  
5 pursuant to this Order shall be deemed to have the effect of an admission or waiver  
6 by any party or of altering the Confidentiality or Non-Confidentiality of any such  
7 document or information or altering any existing obligation of any party or the  
8 absence thereof. Nothing in this Order shall affect the parties' ability to raise  
9 objections or oppose discovery on any appropriate ground, including without  
10 limitation, that the discovery at issue involves confidential, proprietary, and trade  
11 secret information. The parties' stipulation to a protective order and the Court's  
12 entry of a protective order shall not constitute an entitlement to information that may  
13 be subject to the protective order. Any appropriate objection may be raised by the  
14 parties and should be evaluated and reviewed by the Court as if there were no  
15 Protective Order.

16           14. This Order shall survive the final termination of this action, to the  
17 extent that the information contained in the Confidential Material is not or does not  
18 become known to the public, and the Court shall retain jurisdiction: (i) to resolve  
19 any dispute concerning the use of information disclosed hereunder; and (ii) to  
20 enforce the provisions of this Order following termination of this litigation. Upon  
21 termination of this case, counsel for the parties shall assemble and return to one  
22 another all documents, materials and deposition transcripts designated as  
23 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEY EYES ONLY," and all  
24 copies of same, or shall certify the destruction thereof, within forty-five (45) days.

25           15. Notwithstanding Paragraph 14, the attorneys of record for a party may  
26 retain indefinitely, in "secured storage" (defined below), a reasonable number of  
27 archival copies of protected information. Such protected information may not be  
28 sued or disclosed except: (i) as permitted by this Order, (ii) by agreement of the

1 producing party in question, or (iii) by further order of this Court. The archival  
2 copies may be in hard-copy, electronic, magnetic, optical-disk or other form, or any  
3 combination thereof. By way of example and not limitation, outside counsel may  
4 maintain, e.g., a set of production documents; as set of pleadings, briefs, and similar  
5 Court papers; a set of trial exhibits; a copy of the record on appeal; a reasonable  
6 number of backup tapes containing protected information in electronic form that had  
7 been maintained on law firm computer networks (i.e., counsel need not specifically  
8 purge the firms' routine backup tapes of protected information as long as the backup  
9 tapes are kept in secure storage); and the like. "Secure storage" for archival copies  
10 of protected information does not include storage that is routinely physically  
11 accessible from a local-area network, wide-area network, of the Internet.

12 16. In the event that a party seeks discovery from a nonparty to this action,  
13 the nonparty may invoke the terms of this Order in writing to all parties to the action  
14 with respect to any protected information to be provided to the requesting party by  
15 the nonparty.

16 17. ~~The proposed protective order shall provide that~~ "Nothing in this Order  
17 shall be construed as authorizing a party to disobey a lawful subpoena issued in  
18 another action."

19 

20 Dated: February 14, 2013

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Carla M. Woehrle  
22 United States Magistrate Judge  
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Attachment "A"

**NONDISCLOSURE AGREEMENT**

I, \_\_\_\_\_, do solemnly swear that I am fully familiar with the terms of the Protective Order, dated \_\_\_\_\_, 2013, entered in the matter of *Leland S. Saylor v. Saylor Publications, Inc., et al.*, Federal District Court for the Central District of California, Case No. CV 12-7268-MWF(CWx), and hereby agree to comply with and be bound by the terms and conditions of said Protective Order unless and until modified by further Order of this Court. I hereby consent to the jurisdiction of said Court for purposes of enforcing the Protective Order.

DATED: \_\_\_\_\_

Title: \_\_\_\_\_