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15 UNITED STATES DISTRICT COURT
 16 CENTRAL DISTRICT OF CALIFORNIA
 17 WESTERN DIVISION

19 SHFL ENTERTAINMENT, INC., a Minnesota corporation,)	Case No. 12-CV-7473 DSF (MRWx)
20 Plaintiff,)	Hon. Michael R. Wilner
21 vs.)	[PROPOSED] STIPULATED PROTECTIVE ORDER
22 AVALINX, INC., an Ohio corporation,)	[DISCOVERY MATTER]
23 Defendant.)	

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1 **1. GOOD CAUSE AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than
5 prosecuting this litigation may be warranted. Accordingly, the parties hereby
6 stipulate to and petition the court to enter the following Stipulated Protective Order.
7 The parties believe that good cause exists for the entry of this Order because
8 Protected Material (as defined below) constitutes trade-secret or other confidential
9 or proprietary information, the disclosure of which is likely to have the effect of
10 harming the competitive position of the Designating Party (as defined below) or
11 violating an obligation of confidentiality owed to a third party. Protected Material
12 designated under the terms of this Order shall be used by a Receiving Party (as
13 defined below) solely for this litigation and shall not be used directly or indirectly
14 for any other purpose whatsoever, and its disclosure is prohibited except as
15 expressly provided in this Order.

16 The parties acknowledge that this Order does not confer blanket protections
17 on all disclosures or responses to discovery and that the protection it affords from
18 public disclosure and use extends only to the limited information or items that are
19 entitled to confidential treatment under the applicable legal principles. The parties
20 further acknowledge, as set forth in Paragraph 12, below, that this Stipulated
21 Protective Order does not entitle them to file confidential information under seal;
22 Civil Local Rule 79-5 and the provisions of this Stipulated Protective Order set
23 forth the procedures that must be followed and the standards that will be applied
24 when a party seeks permission from the court to file material under seal.

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1 **2. DEFINITIONS**

2 2.1 Challenging Party: a Party or Non-Party that challenges the
3 designation of information or items under this Order.

4 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
5 how it is generated, stored or maintained) or tangible things that qualify for
6 protection under Federal Rule of Civil Procedure 26(c), such as for example, any
7 type of information which the Designating Party believes in good faith constitutes,
8 contains, reveals, or reflects internal communications or confidential or proprietary
9 information that is not otherwise known or available to the public. Nothing herein
10 precludes such exemplary type of information being designated as “HIGHLY
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” if appropriate on the facts.

12 2.3 Outside Counsel of Record: current attorneys of record who are not
13 employees of a party to this action but are retained to represent or advise a party to
14 this action and have appeared in this action on behalf of that party (as well as their
15 support staff). Outside Counsel is defined to specifically exclude Juan Chardiet.

16 2.4 Designating Party: a Party or Non-Party that designates information or
17 items that it produces in disclosures or in responses to discovery as
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
19 ONLY”.

20 2.5 Disclosure or Discovery Material: all items or information, regardless
21 of the medium or manner in which it is generated, stored, or maintained (including,
22 among other things, testimony, transcripts, and tangible things), that are produced
23 or generated in disclosures or responses to discovery in this matter.

24 2.6 Expert: a person with specialized knowledge or experience in a matter
25 pertinent to the litigation who (1) has been retained by a Party or its counsel to
26 serve as an expert witness or as a consultant in this action, (2) is not a past or
27 current employee of a Party or of a Party’s competitor, (3) at the time of retention,
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1 is not anticipated to become an employee of a Party or of a Party’s competitor, and
2 (4) excluding specifically Juan Chardiet.

3 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

4 Information or Items: extremely sensitive “Confidential Information or Items,”
5 disclosure of which to another Party or Non-Party would create a substantial risk of
6 serious harm that could not be avoided by less restrictive means. Such material
7 may include but is not limited to: documents containing trade secrets as defined
8 under California Civil Code § 3426.1; technical designs and specifications; source
9 code; financial information including but not limited to accounting records,
10 revenues, costs, profits, confidential pricing, and overhead; information relating to a
11 party’s suppliers, licensees, licensors, distributors or present or prospective
12 customers including but not limited to names, addresses, phone numbers and email
13 addresses; business strategy including but not limited to future business plans;
14 information of an extremely high degree of current commercial sensitivity that may
15 provide a competitive advantage to competitors if disclosed.

16 2.8 Non-Party: any natural person, partnership, corporation, association, or
17 other legal entity not named as a Party to this action.

18 2.9 Party: any party to this action, including all of its officers, directors,
19 employees, consultants, retained experts, and Outside Counsel of Record (and their
20 support staffs), excluding specifically Juan Chardiet.

21 2.10 Producing Party: a Party or Non-Party that produces Disclosure or
22 Discovery Material in this action.

23 2.11 Professional Vendors: persons or entities that provide litigation support
24 services (e.g., photocopying, videotaping, translating, preparing exhibits or
25 demonstrations, and organizing, storing, or retrieving data in any form or medium)
26 and their employees and subcontractors.

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1 2.12 Protected Material: any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY.”

4 2.13 Receiving Party: a Party that receives Disclosure or Discovery
5 Material from a Producing Party.

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7 **3. SCOPE**

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

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24 **4. DURATION**

25 Even after final disposition of this litigation, the confidentiality obligations
26 imposed by this Order shall remain in effect until a Designating Party agrees
27 otherwise in writing or a court order otherwise directs. Final disposition shall be
28 deemed to be the later of (1) dismissal of all claims and defenses in this action, with

1 or without prejudice; and (2) final judgment herein after the completion and
2 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
3 including the time limits for filing any motions or applications for extension of time
4 pursuant to applicable law.

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6 **5. DESIGNATING PROTECTED MATERIAL**

7 5.1 Manner and Timing of Designations. Except as otherwise provided in
8 this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material
9 that qualifies for protection under this Order must be clearly so designated before
10 the material is disclosed or produced.

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic documents,
13 but excluding transcripts of depositions or other pretrial or trial proceedings), that
14 the Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that contains
16 protected material.

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

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1 (b) for testimony given in deposition or in other pretrial or trial proceedings,
2 that the Designating Party identify on the record, before the close of the deposition,
3 hearing, or other proceeding, that the transcript or portions thereof be designated
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
5 ONLY.” When it is impractical to identify separately each portion of testimony that
6 is entitled to protection and it appears that substantial portions of the testimony may
7 qualify for protection, the Designating Party may invoke on the record (before the
8 deposition, hearing, or other proceeding is concluded) a right to have up to 21 days
9 after the transcript is received to identify the specific portions of the testimony as to
10 which protection is sought and to specify the level of protection being asserted.
11 Only those portions of the testimony that are appropriately designated for protection
12 within the 21 days shall be covered by the provisions of this Stipulated Protective
13 Order. Alternatively, a Designating Party may specify, at the deposition or up to 21
14 days after the transcript is received if that period is properly invoked, that the entire
15 transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY.” The use of a document as an exhibit at a deposition
17 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY
18 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

19 Transcripts containing Protected Material shall have an obvious legend on the
20 title page that the transcript contains Protected Material, and the title page shall be
21 followed by a list of all pages (including line numbers as appropriate) that have
22 been designated as Protected Material and the level of protection being asserted by
23 the Designating Party. The Designating Party shall inform the court reporter of
24 these requirements. Any transcript that is prepared before the expiration of the 21-
25 day period for designation shall be treated during that period as if it had been
26 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its
27 entirety unless otherwise agreed. After the expiration of that period, the transcript
28 shall be treated only as actually designated.

1 (c) for information produced in some form other than documentary and for
2 any other tangible items, that the Producing Party affix in a prominent place on the
3 exterior of the container or containers in which the information or item is stored the
4 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
5 EYES ONLY”. If any such items are duplicated or reproduced (e.g. photographed)
6 by the Receiving Party, the Receiving Party must immediately mark each
7 duplication or reproduction with the confidentiality designation on the exterior of
8 the container.

9 (d) Source Code: The parties agree that this Protective Order does not
10 specifically address the production of computer source code (including source code
11 and source code listings, object code and object code listings, executable code and
12 similar sensitive software code, whether in electronic or printed form). While a
13 producing party has the option of producing its source code under the provisions of
14 this protective order, the parties agree that a Party may require the entry of a
15 separate source code protective order prior to producing any source code. Upon the
16 identification of source code for production all parties shall, upon request by a
17 producing party, collectively negotiate a protective order governing the production
18 of source code.

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
20 failure to designate qualified information or items does not, standing alone, waive
21 the Designating Party’s right to secure protection under this Order for such material.
22 Upon discovering the inadvertent failure, the Designating Party must promptly
23 notify the Receiving Party in writing of the inadvertent failure to designate, and the
24 Receiving Party must make reasonable efforts to assure that the material is treated
25 in accordance with the provisions of this Order.

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1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Any Party or Non-Party may challenge a designation of confidentiality
3 at any time. Unless a prompt challenge to a Designating Party’s confidentiality
4 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary
5 economic burdens, or a significant disruption or delay of the litigation, a Party does
6 not waive its right to challenge a confidentiality designation by electing not to
7 mount a challenge promptly after the original designation is disclosed. Counsel for
8 a Party may challenge such designation in accordance with the procedures set forth
9 in Rule 37 of the Federal Rules of Civil Procedure and Local Rules 37-1 through
10 37-4.

11 The burden of persuasion in any such challenge shall at all times be on the
12 Designating Party. Until the Court rules on the challenge, all parties shall continue
13 to afford the material that is the subject of the challenge the level of protection to
14 which it is entitled under the Designating Party’s designation.

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

17 7.1 Basic Principles. A Receiving Party may use Protected Material that is
18 disclosed or produced by another Party or by a Non-Party in connection with this
19 case only for prosecuting, defending, or attempting to settle this litigation. Such
20 Protected Material may be disclosed only to the categories of persons and under the
21 conditions described in this Order. When the litigation has been terminated, a
22 Receiving Party must comply with the provisions of this Order.

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

26 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
27 otherwise ordered by the court or permitted in writing by the Designating Party, a
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1 Receiving Party may disclose any information or item designated

2 “CONFIDENTIAL” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
4 employees of said Outside Counsel of Record to whom it is reasonably necessary to
5 disclose the information for this litigation and who have signed the
6 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
7 A;

8 (b) the officers, directors, and employees (including House Counsel but
9 excluding specifically Juan Chardiet) of the Receiving Party to whom disclosure is
10 reasonably necessary for this litigation and who have signed the “Acknowledgment
11 and Agreement to Be Bound” (Exhibit A);

12 (c) Experts (as defined in this Order) of the Receiving Party to whom
13 disclosure is reasonably necessary for this litigation and who have signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (d) the court and its personnel;

16 (e) court reporters and their staff, professional jury or trial consultants, and
17 Professional Vendors to whom disclosure is reasonably necessary for this litigation
18 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
19 A);

20 (f) during their depositions, witnesses in the action to whom disclosure is
21 reasonably necessary and who have signed the “Acknowledgment and Agreement
22 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
23 ordered by the court; Pages of transcribed deposition testimony or exhibits to
24 depositions that reveal Protected Material must be separately bound by the court
25 reporter and may not be disclosed to anyone except as permitted under this
26 Stipulated Protective Order; and

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

1 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
3 writing by the Designating Party, a Receiving Party may disclose any information
4 or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
5 only to:

6 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
7 employees of said Outside Counsel of Record to whom it is reasonably necessary to
8 disclose the information for this litigation and who have signed the
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (b) Experts (as defined in this Order) (1) to whom disclosure is reasonably
11 necessary for this litigation, (2) who have signed the “Acknowledgment and
12 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth
13 in paragraph 7.4, below, have been followed;

14 (c) the court and its personnel;

15 (d) court reporters and their staff, professional jury or trial consultants, and
16 Professional Vendors to whom disclosure is reasonably necessary for this litigation
17 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
18 A); and

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

21 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
22 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to
23 Experts.

24 (a)(1) Unless otherwise ordered by the court or agreed to in writing by the
25 Designating Party, a Party that seeks to disclose to an Expert (as defined in this
26 Order) any information or item that has been designated “HIGHLY
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b)
28 first must make a written request to the Designating Party that (1) identifies the

1 general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY” information that the Receiving Party seeks permission to disclose to the
3 Expert, (2) sets forth the full name of the Expert and the city and state of his or her
4 primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies
5 the Expert’s current employer(s), (5) identifies each person or entity from whom the
6 Expert has received compensation or funding for work in his or her areas of
7 expertise or to whom the expert has provided professional services, including in
8 connection with a litigation, at any time during the preceding five years, and (6)
9 identifies (by name and number of the case, filing date, and location of court) any
10 litigation in connection with which the Expert has offered expert testimony,
11 including through a declaration, report, or testimony at a deposition or trial, during
12 the preceding five years.

13 (b) A Party that makes a request and provides the information specified in the
14 preceding respective paragraphs may disclose the subject Protected Material to the
15 identified Expert unless, within 14 days of delivering the request, the Party receives
16 a written objection from the Designating Party. Any such objection must set forth in
17 detail the grounds on which it is based.

18 (c) A Party that receives a timely written objection must meet and confer
19 with the Designating Party to try to resolve the matter by agreement within seven
20 days of the written objection. If no agreement is reached, the Party seeking to make
21 the disclosure to the Expert may file a motion as provided in Civil Local Rule 37
22 (and in compliance with Civil Local Rule 79-5, if applicable) seeking permission
23 from the court to do so. In any such proceeding, the Party opposing disclosure to
24 the Expert shall bear the burden of proving that the risk of harm that the disclosure
25 would entail (under the safeguards proposed) outweighs the Receiving Party’s need
26 to disclose the Protected Material to its Expert.

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1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED 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” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY” that Party must:

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

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

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

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

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1 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED IN THIS LITIGATION**

3 (a) This protective order shall be served along with any discovery request
4 made to a Non-Party in this litigation.

5 (b) The terms of this Order are applicable to information produced by a Non-
6 Party in this action and designated as “CONFIDENTIAL” or “HIGHLY
7 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by
8 Non-Parties in connection with this litigation is protected by the remedies and relief
9 provided by this Order. Nothing in these provisions should be construed as
10 prohibiting a Non-Party from seeking additional protections.

11 (c) In the event that a Party is required, by a valid discovery request, to
12 produce a Non-Party’s confidential information in its possession, and the Party is
13 subject to an agreement with the Non-Party not to produce the Non-Party’s
14 confidential information, then the Party shall:

15 1. promptly notify in writing the Requesting Party and the Non-
16 Party that some or all of the information requested is subject to a confidentiality
17 agreement with a Non-Party;

18 2. promptly provide the Non-Party with a copy of the Stipulated
19 Protective Order in this litigation, the relevant discovery request(s), and a
20 reasonably specific description of the information requested; and

21 3. make the information requested available for inspection by the
22 Non-Party.

23 (d) If the Non-Party fails to object or seek a protective order from this
24 court within 14 days of receiving the notice and accompanying information, the
25 Receiving Party may produce the Non-Party’s confidential information responsive
26 to the discovery request. If the Non-Party timely seeks a protective order, the
27 Receiving Party shall not produce any information in its possession or control that
28 is subject to the confidentiality agreement with the Non-Party before a

1 determination by the court. Absent a court order to the contrary, the Non-Party
2 shall bear the burden and expense of seeking protection in this court of its Protected
3 Material.

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5 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

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15 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
16 **PROTECTED MATERIAL**

17 When a Producing Party gives notice to Receiving Parties that certain
18 inadvertently produced material is subject to a claim of privilege or other
19 protection, the obligations of the Receiving Parties are those set forth in Federal
20 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
21 whatever procedure may be established in an e-discovery order that provides for
22 production without prior privilege review.

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24 **12. MISCELLANEOUS**

25 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
26 person to seek its modification by the court in the future.

27 12.2 Right to Assert Other Objections. By stipulating to the entry of this
28 Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any
3 ground to use in evidence of any of the material covered by this Protective Order.

4 12.3 Filing Protected Material. Without written permission from the
5 Designating Party or a court order secured after appropriate notice to all interested
6 persons, a Party may not file in the public record in this action any Protected
7 Material. In the event that any motion, pleading or other court document is filed that
8 attaches or refers to the contents of any Protected Material, said motion, pleading or
9 other court document shall be governed by the terms of this Stipulated Protective
10 Order, shall be filed under seal, and shall state on its face that the motion, pleading
11 or other court document is being filed under seal pursuant to the terms of this
12 Stipulated Protective Order.

13 A Party that seeks to file under seal any Protected Material must comply with
14 Civil Local Rule 79-5 and the provisions of this Order. Protected Material may only
15 be filed under seal pursuant to a court order authorizing the sealing of the specific
16 Protected Material at issue.

17 Any depositions, motions, pleadings or other court documents that are to be
18 filed under seal shall be filed in a sealed envelope marked on the outside with the
19 title of the action, an identification of each document within the envelope, and a
20 statement substantially in the following form: “Confidential - Subject to Protective
21 Order Issued by the Court. This envelope [or container] containing the above-
22 identified papers filed by [name of Party] is not to be opened or the contents thereof
23 displayed or revealed except by Court order or by agreement of the Parties.” No
24 sealed or confidential record of the Court maintained by the Clerk shall be disclosed
25 except upon written order of the Court.

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1 **13. FINAL DISPOSITION**

2 Within 60 days after the final disposition of this action, as defined above in
3 Paragraph 4, each Receiving Party must return all Protected Material to the
4 Producing Party or destroy such Protected Material. As used in this subdivision, “all
5 Protected Material” includes all copies, abstracts, compilations, summaries, and any
6 other format reproducing or capturing any of the Protected Material. The Receiving
7 Party must submit a written certification to the Producing Party (and, if not the
8 same person or entity, to the Designating Party) by the 60-day deadline that (1)
9 identifies (by category, where appropriate) all the Protected Material that was
10 returned or destroyed and (2) affirms that the Receiving Party has not retained any
11 copies, abstracts, compilations, summaries or any other format reproducing or
12 capturing any of the Protected Material. Notwithstanding this provision, Outside
13 Counsel of Record are entitled to retain an archival copy of all pleadings, motion
14 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
15 deposition and trial exhibits, expert reports, attorney work product, and consultant
16 and expert work product, even if such materials contain Protected Material. Any
17 such archival copies that contain or constitute Protected Material remain subject to
18 this Protective Order as set forth in Paragraph 4 (DURATION).

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20 IT IS SO ORDERED.

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22 Date: May 10, 2013



Hon. Michael R. Wilner
United States Magistrate Judge

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1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA
3 WESTERN DIVISION

4 SHFL ENTERTAINMENT, INC., a
5 Minnesota corporation,

6 Plaintiff,

7 vs.

8 AVALINX, INC., an Ohio corporation,

9 Defendant.

Case No. 12-CV-7473 DSF (MRWx)

**EXHIBIT A: PROTECTIVE
ORDER ACKNOWLEDGMENT
AND AGREEMENT TO BE BOUND**

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12
13 I, _____ [print or type full name], of

14
15 [print or type full address], declare under penalty of perjury that I have read in its
16 entirety and understand the Protective Order that was issued by the United States
17 District Court for the Central District of California on [mm/dd/yyyy] in the case of
18 SHFL ENTERTAINMENT, INC. v. AVALINX, INC. 12-CV-7473 DSF (MRWx).

19 I agree to comply with and to be bound by all the terms of this Protective
20 Order and I understand and acknowledge that failure to so comply could expose me
21 to sanctions and punishment in the nature of contempt. I solemnly promise that I
22 will not disclose in any manner any information or item that is subject to this
23 Protective Order to any person or entity except in strict compliance with the
24 provisions of this Order.

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

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I hereby appoint _____ [print or type full name] of

[print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____