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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

DAYSPRING INTERNATIONAL, a
Virginia nonprofit corporation,

Plaintiff,

v.

LASER PACIFIC, LLC (d/b/a
LASER PACIFIC MEDIA
CORPORATION), a Delaware LLC,
and TECHNICOLOR, INC., a
Delaware corporation.

Defendants.

CASE NO. CV12-10457 DSF(Ex)

[HON. DALE S. FISCHER]

~~[PROPOSED]~~ PROTECTIVE ORDER

Complaint Filed: December 6, 2012

Upon a showing of good cause in support of the entry of a protective order to protect the discovery and dissemination of confidential information or information which will improperly annoy, embarrass, or oppress any party, witness, or person providing discovery in this case, IT IS ORDERED:

1. This Protective Order shall apply to all documents, materials, and information, including without limitation, documents produced, answers to interrogatories, responses to requests for admission, deposition testimony, deposition transcripts and exhibits attached thereto, and other information disclosed pursuant to the disclosure or discovery duties created by the Federal Rules of Civil

~~[PROPOSED]~~ PROTECTIVE ORDER

1 Procedure.

2 2. As used in this Protective Order, “document” is defined as provided in
3 Fed. R. Civ. P. 34(a), and Fed. R. Evid. 1001. A draft or non-identical copy is a
4 separate document within the meaning of this term.

5 3. Information designated “CONFIDENTIAL” shall be information that
6 is confidential and implicates common law and statutory privacy interests,
7 including information which the producing party in good faith regards as a trade
8 secret under Cal. Civ. Code § 3426, *et seq.* (West 2013), including confidential
9 business information, listing of names, addresses or telephone numbers,
10 confidential research, development or commercial information, or other
11 confidential research, development or commercial information within the meaning
12 of Fed. R. Civ. P. 26(c)(1)(G), or which is competitively sensitive to the producing
13 party or competitively useful to the receiving party, including but not limited to,
14 customer or vendor information, financial information, financial statements, lease
15 information, financing information, guarantee information, personnel files, pricing
16 information, research, development or technical information, source code,
17 marketing information, or contractual information, or which implicates privacy
18 interests of the producing party. CONFIDENTIAL information may be designated
19 as such by the producing party, and shall not be disclosed or used for any purpose
20 except the preparation and trial of this case.

21 4. CONFIDENTIAL documents, materials, and/or information
22 (collectively “CONFIDENTIAL information”) shall not, without the consent of the
23 party producing it or further Order of the Court, be disclosed except that such
24 information may be disclosed to:

25 (a) attorneys actively working on this case;

26 (b) persons regularly employed or associated with the attorneys actively
27 working on the case whose assistance is required by said attorneys in the
28 preparation for trial, at trial, or at other proceedings in this case;

- 1 (c) designated representatives of the parties;
- 2 (d) expert witnesses and consultants retained in connection with this
- 3 proceeding, to the extent such disclosure is necessary for preparation, trial or other
- 4 proceedings in this case;
- 5 (e) the Court and its employees (“Court Personnel”);
- 6 (f) stenographic reporters who are engaged in proceedings necessarily
- 7 incident to the conduct of this action;
- 8 (g) deponents, witnesses, or potential witnesses; and
- 9 (h) other persons by written agreement of the parties.

10 5. A producing party may also seek to restrict the disclosure of

11 particularly sensitive information beyond that permitted in paragraph 4, above, by

12 designating the information as “CONFIDENTIAL – ATTORNEYS’ EYES

13 ONLY.”

14 6. Prior to disclosing any CONFIDENTIAL or CONFIDENTIAL –

15 ATTORNEYS’ EYES ONLY information as provided above (other than counsel,

16 persons employed by counsel, Court Personnel and stenographic reporters), counsel

17 shall provide such person with a copy of this Protective Order and obtain from such

18 person a written acknowledgment stating that he or she has read this Protective

19 Order and agrees to be bound by its provisions. All such acknowledgments shall be

20 retained by counsel and shall be subject to *in camera* review by the Court if good

21 cause for review is demonstrated by opposing counsel.

22 7. Documents are designated as CONFIDENTIAL or CONFIDENTIAL

23 – ATTORNEYS’ EYES ONLY by placing or affixing on them (in a manner that

24 will not interfere with their legibility) the following or other appropriate notice:

25 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

26 8. Whenever a deposition involves the disclosure of CONFIDENTIAL or

27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY information, the deposition or

28 portions thereof shall be designated as CONFIDENTIAL or CONFIDENTIAL –

1 ATTORNEYS' EYES ONLY and shall be subject to the provisions of this
2 Protective Order. Such designation shall be made on the record during the
3 deposition whenever possible, but a party may designate portions of depositions as
4 CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS' EYES ONLY after
5 transcription, provided written notice of the designation is promptly given to all
6 counsel of record within thirty (30) days after notice by the court reporter of the
7 completion of the transcript.

8 9. A party may object to the designation of particular CONFIDENTIAL
9 or CONFIDENTIAL – ATTORNEYS' EYES ONLY information by giving written
10 notice to the party designating the disputed information. The written notice shall
11 identify the information to which the objection is made. If the parties cannot resolve
12 the objection within ten (10) business days after the time the notice is received, it
13 shall be the obligation of the party designating the information as
14 CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS' EYES ONLY to file an
15 appropriate motion requesting that the Court determine whether the disputed
16 information should be subject to the terms of this Protective Order. If such a motion
17 is timely filed, the disputed information shall be treated as CONFIDENTIAL or
18 CONFIDENTIAL – ATTORNEYS' EYES ONLY under the terms of this
19 Protective Order until the Court rules on the motion. If the designating party fails to
20 file such a motion within the prescribed time, the disputed information shall lose its
21 designation as CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS' EYES
22 ONLY and shall not thereafter be treated as CONFIDENTIAL or
23 CONFIDENTIAL – ATTORNEYS' EYES ONLY in accordance with this
24 Protective Order. In connection with a motion filed under this provision, the party
25 designating the information as CONFIDENTIAL or CONFIDENTIAL –
26 ATTORNEYS' EYES ONLY shall bear the burden of establishing that good cause
27 exists for the disputed information to be treated as CONFIDENTIAL or
28 CONFIDENTIAL – ATTORNEYS' EYES ONLY.

1 10. FILING OF MATERIAL DESIGNATED CONFIDENTIAL: In
2 compliance with paragraph 6 of the Court's Standing Order, if a party wishes to file
3 a document that has been designated confidential by another party, the submitting
4 party must give any designating party five calendar days' notice of intent to file. If
5 the designating party objects, it should notify the submitting party and file an
6 application to file documents under seal within two court days. If the Court grants
7 an application to file documents under seal, the Court's mandatory paper chambers
8 copies must include a complete version of the documents with an appropriate
9 notation identifying the document or the portion of the document that has been filed
10 under seal.

11 11. At the conclusion of this case, unless other arrangements are agreed
12 upon, each document and all copies thereof which have been designated as
13 CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS' EYES ONLY shall be
14 returned to the party that designated it as such, or the parties may elect to destroy
15 CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS' EYES ONLY
16 documents. Where the parties agree to destroy CONFIDENTIAL or
17 CONFIDENTIAL – ATTORNEYS' EYES ONLY documents, the destroying party
18 shall provide all parties with an affidavit confirming the destruction.

19 12. This Protective Order may be modified by the Court at any time for
20 good cause shown following notice to all parties and an opportunity for them to be
21 heard.

22
23 DATED this 8th day of October, 2013.

24 IT IS SO ORDERED.

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26 

27 The Honorable Charles F. Eick
28 United States District Magistrate Judge