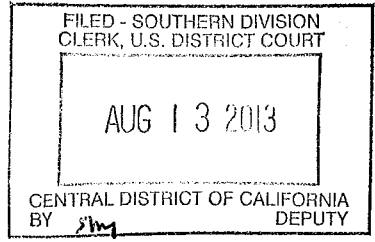


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16 UNITED STATES DISTRICT COURT
 17 CENTRAL DISTRICT OF CALIFORNIA

18
 19 ARI FRIEDMAN, INDIVIDUALLY
 20 AND ON BEHALF OF ALL OTHERS
 SIMILARLY SITUATED,
 21 Plaintiff,
 22 vs.
 23 LAC BASKETBALL CLUB, INC.,
 24 Defendant.

No. CV13-00818 CBM (ANx)
CLASS ACTION--DISCOVERY
**STIPULATED ORDER
 GOVERNING THE DESIGNATION
 AND HANDLING OF
 CONFIDENTIAL MATERIALS**
 Honorable Consuelo B. Marshall,
 Courtroom 2

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 26
 27 Complaint filed: November 15, 2012

1 The parties to this action, through their counsel of record, have stipulated and
2 agreed that an order under Federal Rule of Civil Procedure 26(c) is necessary and
3 useful to protect the confidentiality of documents and other information obtained in
4 the course of discovery in this action, and have stipulated and agreed to be bound
5 by the terms of this Order Governing the Designation and Handling of Confidential
6 Materials (“Confidentiality Order”).

7 The materials to be exchanged in the course of this litigation may contain
8 confidential information including but not limited to trade secret or other
9 confidential research, marketing, financial or other commercial information. The
10 purpose of this Confidentiality Order is to protect the confidentiality of such
11 materials during the litigation.

12 **DEFINITIONS**

13 1. The term “Confidential Information” shall mean and include any
14 information disclosed in this litigation, regardless of the medium or manner in
15 which it is generated, stored, maintained, or produced (including, among other
16 things, testimony, transcripts, documents and other tangible things), which is
17 deemed by a party to this case to constitute trade secret, proprietary, or sensitive
18 information, including but not limited to financial data, research and development
19 information; customer and supplier information; company personnel information;
20 marketing strategies and information; strategic business information (including but
21 not limited to business plans, forecasts, cost information, or logistical information);
22 and any other information that affords the producing party in this litigation an
23 actual or potential economic advantage over others.

24 2. The term “Outside Counsel” shall mean outside counsel of record, and
25 other attorneys, paralegals, secretaries, and other support staff employed in the
26 following law firms: Manatt, Phelps & Phillips, LLP and Law Offices of Todd M.
27 Friedman, PC.

28 3. The term “Designating Party” shall mean a party that designates

1 information as Confidential Information.

2 **DESIGNATION**

3 4. Each party to this litigation may designate information as
4 “CONFIDENTIAL” or “CONFIDENTIAL - FOR COUNSEL ONLY” if, in the
5 good faith belief of such party and its counsel, the materials fall within the
6 Confidential Information definition herein and the disclosure of such information
7 (including, in the case of “CONFIDENTIAL - FOR COUNSEL ONLY,” disclosure
8 to anyone other than Outside Counsel) could be prejudicial to the business or
9 operations of such party, or would violate court orders and/or confidentiality
10 restrictions involving parties not involved in this litigation. A Designating Party
11 must take care to designate for protection only those parts of documents that
12 qualify, so that other portions of documents for which protection is not warranted
13 are not designated as “CONFIDENTIAL” or “CONFIDENTIAL - FOR COUNSEL
14 ONLY.”

15 5. To designate as “CONFIDENTIAL” or “CONFIDENTIAL - FOR
16 COUNSEL ONLY,” the producing party must mark each page of the document
17 with the appropriate designation before producing it. However, for documents
18 produced by another party or a non-party, or court transcripts, or any documents
19 produced prior to entry of this Confidentiality Order, a party can assert
20 confidentiality through correspondence to all other parties that specifically
21 identifies each document that will receive a confidentiality designation.

22 6. Deposition testimony and/or deposition exhibits shall be designated on
23 the record during the deposition whenever possible. A party may also designate
24 such testimony and exhibits after transcription of the proceedings; a party shall
25 have until twenty (20) days after receipt of the deposition transcript to inform the
26 other party or parties of the portions of the transcript so designated.

27 7. The disclosing party shall have the right to exclude from attendance at
28 said deposition, during such time as the Confidential Information is to be disclosed,

1 any person other than the deponent, Outside Counsel (including their staff and
2 associates), the court reporter, the videographer, and the person(s) agreed upon
3 pursuant to paragraph 10 below.

4 8. Designation of Confidential Information as “CONFIDENTIAL” or
5 “CONFIDENTIAL - FOR COUNSEL ONLY” shall extend to all copies, excerpts,
6 data, summaries, and compilations derived from such Confidential Information, as
7 well as any testimony, conversations, or presentations by the parties hereto or their
8 counsel that discloses such Confidential Information.

9 9. If a party, through inadvertence, produces any Confidential
10 Information without designating it in accordance with this Confidentiality Order,
11 the designating party may give written notice to the receiving party[ies] that the
12 information produced is deemed “CONFIDENTIAL” or “CONFIDENTIAL - FOR
13 COUNSEL ONLY” and should be treated in accordance with that designation
14 under this Confidentiality Order. Upon receipt of such notice, the receiving party
15 must treat the Confidential Information as designated hereunder. If the receiving
16 party has already in good faith disclosed the information before receiving such
17 notice, the receiving party shall have no liability for such good faith disclosure, but
18 shall notify the designating party in writing of each such disclosure. Counsel for
19 the parties shall agree on a mutually acceptable manner of labeling or marking the
20 inadvertently produced materials as “CONFIDENTIAL” or “CONFIDENTIAL -
21 FOR COUNSEL ONLY.”

22 **ACCESS AND USE OF PROTECTED MATERIAL**

23 10. All Confidential Information designated as “CONFIDENTIAL” or
24 “CONFIDENTIAL - FOR COUNSEL ONLY” shall not be disclosed by the
25 receiving party to anyone other than those persons designated herein and shall be
26 used solely in connection with this litigation, and not for any other purpose,
27 including any business or competitive purpose or function.

28 11. Information designated “CONFIDENTIAL - FOR COUNSEL ONLY”

1 shall be viewed only by (a) Outside Counsel; (b) in-house counsel; (c) outside
2 experts or consultants retained for purposes of this litigation, in accordance with the
3 provisions of paragraph 12; (d) court reporters and videographers in connection
4 with transcribing or recording a deposition or hearing; (e) the Court and its
5 personnel; and (f) the jury.

6 12. Information designated "CONFIDENTIAL" shall be viewed only by
7 those persons designated in paragraph 11 above, and by the parties (or employees
8 thereof), provided each such party or employee of a party has read this
9 Confidentiality Order in advance of disclosure and has agreed in writing, by
10 executing an Acknowledgment in the form attached hereto as Exhibit "A," to be
11 bound by its terms.

12 13. The right of any expert or consultant to receive any information
13 designated "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL ONLY"
14 shall be conditioned on the expert's prior execution of an Acknowledgment in the
15 form attached hereto as Exhibit "A." Notwithstanding the foregoing, any expert or
16 consultant who works for a competitor of the producing party may not receive
17 Confidential Information of that party.

18 14. Nothing herein shall prohibit a party, or its counsel, from disclosing a
19 document designated "CONFIDENTIAL" or "CONFIDENTIAL - FOR
20 COUNSEL ONLY" to any person indicated on the face of the document to be its
21 originator, author or recipient.

22 15. Each person receiving Confidential Information designated hereunder
23 shall maintain it in a manner which ensures that access is limited to persons entitled
24 to receive it under this Confidentiality Order. If such Confidential Information is
25 disclosed to any person other than a person authorized by this Confidentiality
26 Order, the party responsible for the unauthorized disclosure must immediately bring
27 all pertinent facts relating to the unauthorized disclosure to the attention of the other
28 parties and, without prejudice to any rights and remedies of the other parties, make

1 every effort to prevent further disclosure by the party and by the person(s) receiving
2 the unauthorized disclosure.

3 **CHALLENGING DESIGNATION**

4 16. At any stage of these proceedings, any party may object to a
5 designation of information as “CONFIDENTIAL” or “CONFIDENTIAL - FOR
6 COUNSEL ONLY.” The party objecting to confidentiality shall notify counsel for
7 the designating party in writing of the objected-to materials and the grounds for the
8 objection. The parties shall first make a good faith effort to resolve the objection
9 informally. If the dispute is not resolved within ten (10) business days of receipt of
10 such a notice of objections, the objecting party may file a motion with the Court.
11 Until the Court rules on the motion (or the matter is resolved between the parties),
12 the materials at issue shall be treated as Confidential Information as designated by
13 the designating party.

14 **FILING UNDER SEAL**

15 17. Any party seeking to file with the Court any documents or other
16 evidentiary material designated as “CONFIDENTIAL” or “CONFIDENTIAL -
17 FOR COUNSEL ONLY” shall seek permission of the Court to file such documents
18 or other material under seal in accordance with Local Rule 79-5.1. A motion to file
19 under seal shall be served on all parties, and the documents or other materials in
20 question shall be lodged with the Court conditionally under seal.

21 **ADDITIONAL PROVISIONS**

22 18. Nothing herein shall prejudice the right of any party to object to the
23 production of any discovery material on the grounds permitted by the Federal Rules
24 of Civil Procedure, including that the material is protected as attorney-client
25 privileged or attorney work product.

26 19. Nothing herein shall be construed to prevent disclosure of Confidential
27 Information designated hereunder if such disclosure is required by law or by order
28 of the Court. In the event that such disclosure is required, the party or other person

1 who is obligated to disclose shall promptly upon receipt of the order or other
2 process requiring the disclosure notify the party who designated the Confidential
3 Information.

4 20. Upon final termination of this action, including any and all appeals,
5 counsel for each party shall, upon request of the producing party, return all
6 Confidential Information to the party that produced the information, including any
7 copies, excerpts, and summaries thereof, or shall destroy same at the option of the
8 receiving party, and shall purge all such information from all machine-readable
9 media on which it resides. Notwithstanding the foregoing, counsel for each party
10 may retain all pleadings, briefs, memoranda, motions, and other documents filed
11 with the Court that refer to or incorporate Confidential Information, and will
12 continue to be bound by this Confidentiality Order with respect to all such retained
13 information. Further, attorney work product materials that contain Confidential
14 Information need not be destroyed or returned, but, if they are not destroyed, the
15 person in possession of the attorney work product will continue to be bound by this
16 Confidentiality Order with respect to all such retained information.

17 21. The restrictions and obligations set forth herein shall not apply to any
18 information that: (a) the parties agree should not be designated Confidential
19 Information; (b) is already public knowledge; (c) has become public knowledge
20 other than as a result of disclosure by the receiving party, its employees, or its
21 agents in violation of this Confidentiality Order; or (d) has come or shall come into
22 the receiving party's knowledge lawfully and independently of the production by
23 the designating party.

24 22. All provisions of this Confidentiality Order shall survive the
25 conclusion of this action, and shall continue to be binding after the conclusion of
26 this action unless subsequently modified by agreement of the parties or further
27 order of this Court. For the purposes of enforcing this Confidentiality Order and
28 resolving any disputes thereunder, the Court retains jurisdiction over the parties and

1 all persons provided access to Confidential Information under the terms of this
2 Confidentiality Order.

3 23. All persons bound by this Confidentiality Order are hereby notified
4 that if this Confidentiality Order is violated in any manner, all persons and entities
5 who commit such violations are subject to any and all monetary and other sanctions
6 as the Court, after a hearing, deems to be just.

7 24. The Court may modify the terms and conditions of this Confidentiality
8 Order for good cause, or in the interest of justice, or on its own order at any time in
9 these proceedings. Additionally, this Confidentiality Order may be modified by
10 agreement of the parties, subject to approval by the Court.

11 25. The terms and provisions of this Confidentiality Order, and
12 designation of any Confidential Information hereunder, shall also apply to and bind
13 any party who appears in this action subsequent to the entry of this Confidentiality
14 Order.

15 26. The terms and provisions of this Confidentiality Order shall be binding
16 on the parties as a confidentiality agreement regardless of whether the Court
17 ultimately enters it as an Order.

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19 IT IS SO STIPULATED.

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Dated: August 13, 2013

MANATT, PHELPS & PHILLIPS, LLP
Robert H. Platt
Adrianne E. Marshack

By: /s/ Adrianne E. Marshack
Adrianne E. Marshack
Attorneys for Defendant
LAC BASKETBALL CLUB, INC.

Date: August 13, 2013

LAW OFFICES OF TODD M.
FRIEDMAN, P.C.

By: /s/ Todd M. Friedman
Todd M. Friedman
Attorneys for Plaintiff
ARI FRIEDMAN

SIGNATURE CERTIFICATION

Pursuant to Section 2(f)(4) of the Electronic Filing Administrative Policies and Procedures Manual, I hereby certify that the content of this document is acceptable to Todd M. Friedman, Esq., counsel for Plaintiff, and that I have obtained Mr. Friedman's authorization to affix his electronic signature to this document.

Dated: August 7, 2013

MANATT, PHELPS & PHILLIPS, LLP
Robert H. Platt
Adrianne E. Marshack

By: /s/ Adrianne E. Marshack
Adrianne E. Marshack
Attorneys for Defendant
LAC BASKETBALL CLUB, INC.

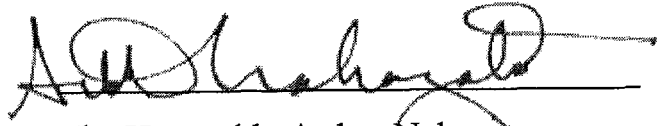
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ORDER

For good cause shown, the Court GRANTS the parties' Stipulated Order Governing the Designation and Handling of Confidential Materials.

IT IS SO ORDERED.

Dated: August 13, 2013



The Honorable Arthur Nakazato
United States Magistrate Judge

EXHIBIT A

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ARI FRIEDMAN, INDIVIDUALLY
AND ON BEHALF OF ALL OTHERS
SIMILARLY SITUATED,

Plaintiff,

vs.

LAC BASKETBALL CLUB, INC.,

Defendant.

No. CV13-00818 CBM (ANx)

**AGREEMENT TO BE BOUND BY
CONFIDENTIALITY ORDER**

1 I, _____, declare and say that:

2 1. I am employed as _____ by
3 _____.

4 2. I have read and understood the Order Governing the Designation and
5 Handling of Confidential Materials (“Confidentiality Order”) entered in the above-
6 entitled cases, and have received a copy of the Confidentiality Order.

7 3. I promise that I will use any and all “Confidential” or “Confidential -
8 For Counsel Only” information, as defined in the Confidentiality Order, given to
9 me only in a manner authorized by the Confidentiality Order, and only to assist
10 Outside Counsel in the litigation of this matter.

11 4. I promise that I will not disclose or discuss such “Confidential” or
12 “Confidential - For Counsel Only” information with anyone other than the persons
13 with whom I am permitted to discuss such information, as designated, under the
14 terms of the Confidentiality Order.

15 5. I acknowledge that, by signing this agreement, I am subjecting myself
16 to the jurisdiction of the United States District Court for the Central District of
17 California, and all courts in which appeals may be filed in these actions, with
18 respect to enforcement of the Confidentiality Order.

19 6. I understand that any disclosure or use of “Confidential” or
20 “Confidential - For Counsel Only” information in any manner contrary to the
21 provisions of the Confidentiality Order may subject me to sanctions for contempt of
22 court.

23 I declare under penalty of perjury under the laws of the United States
24 of America that the foregoing is true and correct.

25
26 Dated: _____

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28 309836658