



1 Plaintiff Oakley, Inc. and Defendant Revision Military Ltd. (collectively,  
2 “the Parties”) have requested that the following stipulated protective order be  
3 entered by the Court in the above-captioned action (“this Action”).  
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5 **GOOD CAUSE STATEMENT**

6 This design patent action is likely to involve discovery of documents and  
7 testimony containing sensitive information, including trade secrets and other  
8 confidential research, development and commercial information of the parties to  
9 this action as well as third parties who may be subpoenaed to provide deposition  
10 testimony and documents, including confidential and commercially sensitive  
11 information relating to business strategies, manufacturing and distribution  
12 capabilities, sales, costs, pricing, profitability, customers, suppliers, and other  
13 business and financial data, which, if disclosed other than as specified herein,  
14 will pose a significant risk of injury to the legitimate business interests of the  
15 Producing Party. This Order is necessary to protect the legitimate business  
16 interests of the Producing Party in such information, and good cause exists for  
17 the entry of this Order.  
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22 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and  
23 pursuant to the stipulation and agreement of the parties,  
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25 IT IS HEREBY ORDERED, that if, in the course of this proceeding, any  
26 party or non-party has the occasion to disclose information deemed in good faith  
27 to constitute confidential proprietary information of the type contemplated by  
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1 Fed. R. Civ. P. 26(c), the following procedures shall be employed and the  
2 following restrictions shall govern the handling of documents, depositions,  
3 pleadings, exhibits and all other information exchanged by the parties in this  
4 Action, or provided by or obtained from non-parties in this Action.  
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6 **SCOPE**  
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8 1. The provisions of this Protective Order are applicable to  
9 information of any type, kind or character, written, oral, or otherwise, including,  
10 but not limited to information disclosed in connection with all forms of  
11 discovery under the Federal Rules of Civil Procedure, such as depositions,  
12 interrogatories, requests for the production of documents and things, requests  
13 for admission; testimony adduced at trial, matters in evidence, and any other  
14 information (“Discovery Information”) properly designated pursuant to the  
15 terms of this Protective Order by any party or non-party (“Classified  
16 Information”).  
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19 2. As used herein, “Producing Party” shall refer to any party to this  
20 Action and to any non-party who gives testimony or produces documents or  
21 other information, and “Receiving Party” shall refer to any individual who  
22 receives, is shown, or is exposed to material or information pursuant to this  
23 Protective Order.  
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1 **DESIGNATION**

2 3. Any Producing Party may designate Discovery Material as  
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL  
4 ONLY” in accordance with this Protective Order. The burden of establishing  
5 that Discovery Material is CONFIDENTIAL or HIGHLY CONFIDENTIAL -  
6 OUTSIDE COUNSEL ONLY, as defined herein, shall be on the Producing  
7 Party. The designation of any Discovery Information as CONFIDENTIAL or  
8 HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL ONLY shall be deemed  
9 effective unless and until the Court orders otherwise or the Producing Party  
10 withdraws the designation.  
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14 4. “CONFIDENTIAL” shall be a designation reserved for information  
15 that the designating party desires to be protected from dissemination or use for  
16 purposes other than this litigation, but does not require the “HIGHLY  
17 CONFIDENTIAL - OUTSIDE COUNSEL ONLY” designation. Information  
18 shall not be designated as “Confidential” unless the designating party has a good  
19 faith belief that such information meets these requirements.  
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22 5. “HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL ONLY”  
23 shall be a designation reserved for competitively sensitive business, research &  
24 development, business planning, financial, and/or sales information, trade  
25 secrets, unpublished patent applications, and other sensitive information that, if  
26 disclosed to competitors in the field at issue, would reveal technical or business  
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1 advantages of the designating party. Information shall not be designated as  
2 “HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL ONLY” unless the  
3 designating party has a good faith belief that such information meets these  
4 requirements.  
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6           6. The Producing Party may designate documents or other tangible  
7 Discovery Material as CONFIDENTIAL or HIGHLY CONFIDENTIAL -  
8 OUTSIDE COUNSEL ONLY by placing the following legend or similar legend  
9 on the document or thing: CONFIDENTIAL or HIGHLY CONFIDENTIAL -  
10 OUTSIDE COUNSEL ONLY, or by whatever means effectively communicates  
11 to the Receiving Party the proper designation of the Classified Material. If the  
12 Producing Party elects to produce documents and things for inspection, it need  
13 not label the documents and things in advance of the initial inspection. For  
14 purposes of the initial inspection, all documents within the produced files will  
15 be considered as having been marked HIGHLY CONFIDENTIAL - OUTSIDE  
16 COUNSEL ONLY. Thereafter, on selection of specified documents for copying  
17 by the inspecting party, the Producing Party shall mark the original documents  
18 and/or the copies of such documents with the appropriate confidentiality  
19 marking, CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE  
20 COUNSEL ONLY, at the time the copies are produced to the inspecting party.  
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26           7. Any party or non-party may designate discovery requests or  
27 responses (and the information contained therein) as CONFIDENTIAL or  
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1 HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL ONLY by placing the  
2 following legend on the face of any such document: CONFIDENTIAL or  
3 HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL ONLY.  
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5 8. Information disclosed at a deposition shall automatically be treated  
6 as HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL ONLY during the  
7 deposition, and for a period of thirty (30) days after the mailing date of the  
8 deposition transcript. The deposition transcript shall lose its Classified  
9 Information status after the 30-day period, except for information designated by  
10 any party as CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE  
11 COUNSEL ONLY either on the record at the deposition, or within the 30-day  
12 period by written notification to all relevant parties of the specific page and line  
13 numbers of the transcript. Counsel may exclude from the room during a  
14 deposition, hearing or other proceeding at which Classified Information likely  
15 will be disclosed, any person (other than the witness who is then testifying) who  
16 is not entitled under this Protective Order to receive or review Classified  
17 Information. The parties may modify this procedure for any particular  
18 deposition or proceeding through agreement on the record at such deposition or  
19 proceeding, or otherwise by written stipulation, without further order of the  
20 Court.  
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26 9. Subject to any overriding rules imposed by the Court in this  
27 Action, all CONFIDENTIAL and HIGHLY CONFIDENTIAL - OUTSIDE  
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1 COUNSEL ONLY material, or any excerpt, reproduction or paraphrase thereof,  
2 filed with the Court shall be filed under seal, pursuant to Local Civil Rule 5.4-2.

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4 **USE**

5 10. Discovery Material designated CONFIDENTIAL or HIGHLY  
6 CONFIDENTIAL - OUTSIDE COUNSEL ONLY shall be used only in  
7 preparation for, and in the trial of, this Action or any appeal therefrom and  
8 cannot be used for any other purpose including, but not limited to, any other  
9 litigation, arbitration or claim. Nothing in this Protective Order shall preclude a  
10 Producing Party from using or disseminating its own CONFIDENTIAL or  
11 HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL ONLY material in  
12 whatever way it sees fit.  
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15 11. All material designated CONFIDENTIAL or HIGHLY  
16 CONFIDENTIAL - OUTSIDE COUNSEL ONLY shall be protected from  
17 disclosure as specified herein, unless a party obtains an Order of the Court  
18 declaring that all or certain portions of such Discovery Material are not, in fact,  
19 protected.  
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22 12. Third parties may (i) designate deposition transcripts of their  
23 witnesses and any documents or information they produce, whether voluntarily  
24 or by subpoena, CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE  
25 COUNSEL ONLY to the same extent and in the same manner as parties to this  
26 Action and any such materials and information shall be treated by the parties to  
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1 this Action in the same manner as materials and information so designated by a  
2 party, and (ii) intervene in this Action to enforce the provisions of this  
3 Protective Order as if they were a party.  
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### 5 **DISCLOSURE**

6 13. Unless otherwise directed by the Court or authorized in writing by  
7 the Producing Party, Discovery Material designated as CONFIDENTIAL, or the  
8 contents thereof, may be disclosed by the Receiving Party only to the following  
9 persons described below:  
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- 11 a) any “outside” attorney of record in this Action (including  
12 attorneys employed by firms of record but not otherwise  
13 identified specifically on pleadings);
- 14 b) employees of the parties whose assistance is needed by  
15 counsel for the purposes of this litigation, provided that such  
16 employees first execute a document in the form of Exhibit A  
17 and a copy of such executed document is retained by counsel  
18 for the Receiving Party;
- 19 c) support personnel for persons listed in sub-paragraphs (a) and  
20 (b) above, including law clerks, analysts, paralegals,  
21 secretaries, and staff, assisting in connection with this Action;
- 22 d) any outside expert or consultant who is expressly retained or  
23 sought to be retained by any attorney described in sub-  
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paragraphs (a) or (b) to assist in the preparation of this Action for trial, with disclosure only to the extent necessary to perform such work, provided that such person first execute a document in the form of Exhibit A and the executed document is delivered to the designating party prior to disclosure of Classified Information to the expert or consultant;

- e) any interpreter, or court or other shorthand reporter or typist translating, recording or transcribing testimony;
- f) service contractors (such as document copy services), jury consultants and graphic artists;
- g) any person who authored and/or was an identified original recipient of the particular CONFIDENTIAL material sought to be disclosed to that person, or any deponent when the examining attorney has a good faith basis to believe the deponent is aware of the particular CONFIDENTIAL material sought to be disclosed;
- h) personnel of the Court and all appropriate courts of appellate jurisdiction; and
- i) any other person agreed to by the Producing Party in writing, provided that such person first execute a document in the form of Exhibit A and the executed document is delivered to the

1 designating party prior to disclosure of Classified Information  
2 to the person.

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4 14. Unless otherwise directed by the Court or authorized in writing by  
5 the Producing Party, Discovery Material designated as HIGHLY  
6 CONFIDENTIAL - OUTSIDE COUNSEL ONLY, or the contents thereof, may  
7 be disclosed by the Receiving Party only to the following persons:  
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- 9 a) any “outside” attorney of record in this Action (including  
10 attorneys employed by firms of record but not otherwise  
11 identified specifically on pleadings) and supporting personnel,  
12 including law clerks, analysts, paralegals, secretaries, and  
13 staff, assisting in connection with this Action;  
14  
15 b) any outside expert or consultant who is expressly retained or  
16 sought to be retained by any attorney described in sub-  
17 paragraph (a) to assist in the preparation of this Action for  
18 trial, with disclosure only to the extent necessary to perform  
19 such work, provided that such person first execute a document  
20 in the form of Exhibit A and the executed document is  
21 delivered to the designating party prior to disclosure of  
22 Classified Information to the expert or consultant;  
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24 c) any interpreter, or court or other shorthand reporter or typist  
25 translating, recording or transcribing testimony;  
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- 1 d) service contractors (such as document copy services), jury  
2 consultants and graphic artists;
- 3  
4 e) any person who authored and/or was an identified original  
5 recipient of the particular HIGHLY CONFIDENTIAL -  
6 OUTSIDE COUNSEL ONLY material sought to be disclosed  
7 to that person, or any deponent when the examining attorney  
8 has a good faith basis to believe the deponent is aware of the  
9 particular HIGHLY CONFIDENTIAL - OUTSIDE  
10 COUNSEL ONLY material sought to be disclosed;
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13 f) personnel of the Court and all appropriate courts of appellate  
14 jurisdiction;
- 15  
16 g) any other person agreed to by the Producing Party in writing,  
17 provided that such person first execute a document in the form  
18 of Exhibit A and the executed document is delivered to the  
19 designating party prior to disclosure of Classified Information  
20 to the person.  
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22 15. At least seven (7) days before the disclosure of any  
23 CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL  
24 ONLY material of the Producing Party is made to an individual identified above  
25 in Paragraphs 13(d)&(i) and 14(b)&(g), an attorney for the Receiving Party  
26 shall serve a Notice on the Producing Party identifying said individual by name  
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1 and including an executed copy of Exhibit A along with a curriculum vitae or  
2 equivalent resume setting forth such person's present business address, current  
3 employer and job title, any company or companies by which that individual was  
4 employed during the past five (5) years, and a list of all cases in which the  
5 individual has testified by deposition or in trial for the past four (4) years.  
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8 16. The Producing Party shall state any objections to the proposed  
9 disclosure of CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE  
10 COUNSEL ONLY information to any individual described in Paragraphs  
11 13(d)&(i) and 14(b)&(g) and state the reasons therefor in writing to the  
12 Receiving Party within seven (7) days of receipt of the Notice. Upon the  
13 making of any such objection(s), the Producing Party shall have ten (10) days  
14 (or any additional time which may be granted by the Court or agreed to by  
15 stipulation of the parties) from sending its objection(s) in which to challenge, by  
16 filing a motion, the disclosure of CONFIDENTIAL or HIGHLY  
17 CONFIDENTIAL - OUTSIDE COUNSEL ONLY information.  
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21 17. Unless the Producing Party objects to the disclosure and files an  
22 expedited motion in accordance with the Notice and timing provisions of this  
23 Protective Order, the Producing Party waives its right to challenge the  
24 disclosure of CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE  
25 COUNSEL ONLY information to the identified individual(s), and the individual  
26 identified in the Notice shall be considered a qualified recipient of  
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1 CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL  
2 ONLY material under the terms of this Protective Order. Should the Producing  
3 Party timely object and file its motion, CONFIDENTIAL or HIGHLY  
4 CONFIDENTIAL - OUTSIDE COUNSEL ONLY material will not be  
5 disclosed pending resolution of the motion. By disclosing an individual  
6 pursuant to this paragraph, the party disclosing the individual does not waive  
7 any consulting expert privilege or exemption, work product, or other privilege it  
8 may otherwise have with respect to the individual disclosed  
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12 18. The recipient of any CONFIDENTIAL or HIGHLY  
13 CONFIDENTIAL - OUTSIDE COUNSEL ONLY material shall maintain such  
14 information in a secure and safe area and shall exercise the same standard of due  
15 and proper care with respect to the storage, custody, use and/or dissemination of  
16 such information as is exercised by the recipient with respect to its own  
17 proprietary information.  
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20 **EXEMPTED MATERIAL**

21 19. None of the provisions of this Protective Order shall apply to the  
22 following categories of documents and information, and any party may seek to  
23 remove the restrictions set forth herein on the ground that information  
24 designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE  
25 COUNSEL ONLY has/had been:  
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- a) available to the public at the time of its production hereunder;
- b) available to the public after the time of its production through no act, or failure to act, on behalf of the Receiving Party, its counsel, representatives or experts;
- c) known to such Receiving Party, or shown to have been independently developed by such Receiving Party, prior to its production herein without use or benefit of the information;
- d) obtained outside of this Action by such Receiving Party from the Producing Party without having been designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL ONLY; provided, however, that this provision does not negate any pre-existing obligation of confidentiality;
- e) obtained by such Receiving Party after the time of disclosure hereunder from a third party having the right to disclose the same; or
- f) previously produced, disclosed and/or provided by the Producing Party to the Receiving Party or any third party without an obligation of confidentiality.

20. The Receiving Party shall have the burden of proof to remove the restrictions set forth herein based on grounds (a)-(f).

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1 **INADVERTENT PRODUCTION OR DESIGNATION**

2 21. Pursuant to Rule 502 of the Federal Rules of Evidence, the  
3 inadvertent production of documents subject to the attorney-client privilege or  
4 the attorney work-product doctrine will not waive the attorney-client privilege  
5 or the attorney work-product doctrine. In addition, the parties agree that if a  
6 document subject to the attorney-client privilege or the attorney work-product  
7 doctrine is included in documents made available for inspection, such disclosure  
8 shall be considered not a waiver of the attorney-client privilege or the attorney  
9 work-product doctrine.  
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13 22. Upon entry by this Court of the present Protective Order, the  
14 privilege or protection is deemed not waived by disclosure in connection with  
15 the litigation pending before this Court as well as any other Federal or State  
16 proceeding.  
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18 23. If a party believes that it has inadvertently produced any document  
19 that it believes may be subject to the attorney-client privilege or attorney work-  
20 product doctrine (“Protected Document”), the party may claw-back the  
21 Protected Document by making a written request to the Receiving Party  
22 specifically identifying the Protected Document, including the date, author,  
23 addressees, and topic of the document as well as a brief explanation  
24 substantiating the claim of privilege. Upon receipt of this written request, each  
25 party receiving said document shall immediately cease use of this document and  
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1 information contained therein and shall return it and all physical copies and  
2 delete all electronic copies within three (3) business days to the Producing  
3 Party.  
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5 24. The record of the identity and nature of an inadvertently produced  
6 document may not be used for any purpose other than in preparation of a motion  
7 to compel the production of the same document in this Action. No information  
8 in an inadvertently produced document may be used or relied upon for any other  
9 purpose in this Action until the Court so orders. After the return of the  
10 document(s), the Receiving Party may challenge the Producing Party's claim(s)  
11 of privilege or work-product by making a motion to the Court.  
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14 25. The inadvertent failure by a party to designate Discovery Material  
15 as CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL  
16 ONLY shall not be a waiver of such designation provided that the party who  
17 fails to make such designation informs the Receiving Party that such Discovery  
18 Material is CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE  
19 COUNSEL ONLY within a reasonable amount of time from when the failure to  
20 designate first became evident to the Producing Party. The party receiving  
21 Discovery Material that the Producing Party inadvertently failed to designate as  
22 CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL  
23 ONLY shall not be in breach of this Order for any use made of such Discovery  
24 Material before the Receiving Party is informed of the inadvertent failure to  
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1 designate. Once the Receiving Party has been informed of the inadvertent  
2 failure to designate pursuant to this Paragraph 25, the Receiving Party shall take  
3 reasonable steps to, at the Producing Party's option, either ensure that all copies  
4 of any such Discovery Materials are returned promptly to the Producing Party or  
5 ensure that all copies of any such Discovery Materials are marked with the  
6 proper designation and distributed only as permitted under Paragraphs 13  
7 through 15 of this Protective Order. If data or information has been extracted  
8 from any Discovery Materials that are subsequently re-designated pursuant to  
9 this Paragraph 25, to the extent possible, the information and/or data will be  
10 expunged and not used.  
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14           26. In the event of disclosure of Discovery Material designated  
15 CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL  
16 ONLY to any person not authorized to such access under this Protective Order,  
17 the party responsible for having made such disclosure, and each party with  
18 knowledge thereof, shall immediately inform counsel for the party whose  
19 Discovery Material has been disclosed of all known relevant information  
20 concerning the nature and circumstances of the disclosure. The party responsible  
21 for improperly disclosing such Discovery Material shall also promptly take all  
22 reasonable measures to retrieve the improperly disclosed Discovery Material  
23 and to ensure that no further or greater unauthorized disclosure and/or use  
24 thereof is made.  
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**USE IN COURTROOM PROCEEDINGS**

27. In the event that any CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL ONLY material is to be used in any court proceeding, the Producing Party must seek an appropriate protective order from the Court before its introduction, and in any event, it shall not lose its confidential status through such use, and the parties shall take all steps reasonably required to protect its confidentiality during such use.

**OBJECTION TO DESIGNATIONS**

28. A party can challenge the designation by the Producing Party of any material as CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL ONLY. The process for making such an objection and for resolving the dispute shall be as follows:

- a) The objecting party shall notify the Producing Party in writing as to its objection(s) to the designations. This notice shall include, at a minimum, a specific identification of the designated material objected to as well as the reason(s) for the objection.
- b) The objecting party shall thereafter have the burden of conferring either in person or by telephone with the Producing Party claiming protection (as well as any other interested party) in a good faith effort to resolve the dispute.

1 c) Failing agreement, the objecting party may bring a noticed  
2 motion to the Court for a ruling that the Discovery Material  
3 sought to be protected is not entitled to such designation.  
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5 29. Notwithstanding any such challenge to the designation of material  
6 as CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL  
7 ONLY, all such material so designated shall be treated as such and shall be  
8 subject to the provisions of this Protective Order until one of the following  
9 occurs: (a) the party who designated the material as CONFIDENTIAL or  
10 HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL ONLY withdraws such  
11 designation in writing, or (b) the Court rules that the designation is not proper  
12 and that the designation be removed.  
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#### 16 **RETURN OR DESTRUCTION OF MATERIALS**

17 30. Upon settlement or exhaustion of all appeals in this Action, all  
18 persons to whom CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE  
19 COUNSEL ONLY material has been disclosed shall, without demand, either (a)  
20 destroy or (b) return to the party that originally produced it all  
21 CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL  
22 ONLY material (and all copies of such material) and all other documents  
23 containing information taken from the CONFIDENTIAL or HIGHLY  
24 CONFIDENTIAL - OUTSIDE COUNSEL ONLY material within 60 days of  
25 the conclusion of this Action, except that each party's outside litigation counsel  
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1 may retain copies of pleadings, briefs, motions, depositions, and other  
2 documents filed in any court that include CONFIDENTIAL or HIGHLY  
3 CONFIDENTIAL - OUTSIDE COUNSEL ONLY material, and each party's  
4 litigation counsel may retain one complete copy of any outside counsel work  
5 files containing CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE  
6 COUNSEL ONLY material. Further, each party's Counsel of Record has no  
7 obligation to delete or return any back-ups made of electronic discovery  
8 materials that are created in the ordinary course of business by Counsel of  
9 Record, nor return or destroy any emails (including attachments) in the  
10 possession of and involving any Counsel of Record that may contain  
11 CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL  
12 ONLY material. Upon written request, all recipients of CONFIDENTIAL or  
13 HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL ONLY material shall  
14 certify in writing that they have complied with the provisions of this paragraph.  
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20 31. Upon settlement or exhaustion of all appeals in this Action:

21 Any CONFIDENTIAL or HIGHLY CONFIDENTIAL -  
22 OUTSIDE COUNSEL ONLY material produced hereunder that has been  
23 submitted for identification or into evidence at any hearing or trial in this Action  
24 may be withdrawn by counsel for the person who offered such  
25 CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL  
26 ONLY material into evidence;  
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1 thereof to counsel for every party who has produced such CONFIDENTIAL or  
2 HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL ONLY material and shall  
3 provide each such party with an opportunity to object to the production of  
4 CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL  
5 ONLY materials. If the Producing Party does not move for a protective order  
6 within ten (10) days of the date written notice is given, the party to whom the  
7 referenced subpoena is directed may produce, on or after the date set for  
8 production in the subpoena but not prior to the end of the ten (10) day notice  
9 period, such material in response thereto.  
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13 35. All notices required by any paragraphs of this Protective Order are  
14 to be made by email, U.S.P.S. Express Mail or other reliable means of service  
15 that accomplishes same-day or overnight delivery (e.g., by hand or commercial  
16 overnight delivery service) to counsel representing the noticed party. The date  
17 by which a party receiving notice shall respond or otherwise take action shall be  
18 computed from the date of receipt of the notice, however, any notices received  
19 on weekends or Federal or State holidays shall be treated as being received on  
20 the next available business day. Unless otherwise noted, all specified time  
21 periods are in calendar days.  
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25 36. Nothing in this Protective Order shall bar or otherwise restrict  
26 counsel from rendering advice to his or her client with respect to this Action  
27 and, in the course thereof, relying in a general way upon his or her examination  
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1 of CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL  
2 ONLY material produced or exchanged in this Action; provided, however, that  
3 in rendering such advice and in otherwise communicating with his or her client,  
4 the attorney shall not disclose the specific contents of CONFIDENTIAL or  
5 HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL ONLY material produced  
6 by any other party or non-party unless otherwise permitted in the paragraphs  
7 above.  
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10 37. Execution of this Protective Order shall not constitute a waiver of  
11 the right of any party to claim in this Action or otherwise that any information  
12 or documents, or any portion thereof, are privileged or otherwise non-  
13 discoverable, or are not admissible in evidence in this Action or any other  
14 proceeding.  
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17 38. The parties agree that privileged documents created after the date  
18 of the filing of the Complaint need not be logged on a privilege log.  
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20 39. Each individual who receives CONFIDENTIAL or HIGHLY  
21 CONFIDENTIAL - OUTSIDE COUNSEL ONLY material agrees to subject  
22 himself/herself to the jurisdiction of this Court for the purpose of any  
23 proceedings relating to the performance under, compliance with or violation of  
24 this Protective Order.  
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1           40. For purposes of this Protective Order, “Termination of this Action”  
2 is defined to mean the exhaustion of all appeals from orders and final judgments  
3 in this Action or the settlement of this action by the parties.  
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5           41. The parties agree that the terms of this Protective Order shall  
6 survive and remain in effect after the Termination of this Action. The Court  
7 shall retain jurisdiction to hear disputes arising out of this Protective Order.  
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9           42. Any headings used in this Protective Order are for reference  
10 purpose only and are not to be used to construe or limit the meaning of any  
11 provision.  
12

13           43. By signing below, the parties agree as between themselves to be  
14 immediately and mutually bound by all of the obligations and restrictions  
15 applicable to them as set forth herein, until such time as this particular Order is  
16 entered and/or superseded by the Court, or any reviewing court, in its present  
17 form.  
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19           44. Entering into, agreeing to, and/or producing or receiving  
20 information or material designated as CONFIDENTIAL or HIGHLY  
21 CONFIDENTIAL - OUTSIDE COUNSEL ONLY or otherwise complying with  
22 the terms of this Protective Order shall not:  
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- 25           a) operate as an admission by any party that any particular  
26 information or material designated as CONFIDENTIAL or  
27 HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL ONLY  
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contains or reflects trade secrets, proprietary or commercially sensitive information, or any other type of confidential information;

b) operate as an admission by any party that the restrictions and procedures set forth herein constitute or do not constitute adequate protection for any particular information deemed by any party to be “CONFIDENTIAL or HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL ONLY;

c) prejudice in any way the rights of the parties to object to the production of documents they consider not subject to discovery or privileged;

d) prejudice in any way the rights of any party to object to the authenticity or admissibility into evidence of any document, testimony, or other evidence subject to this Protective Order;

e) prejudice in any way the rights of a party to seek a determination by the Court whether any information or material should be subject to the terms of this Protective Order;

f) prejudice in any way the rights of a party to petition the Court for a further protective order relating to any purportedly confidential information; or prevent the parties to this

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Protective Order from agreeing in writing, or on the record during a deposition or hearing in this action, to alter or waive the provisions or protections provided for herein with respect to any particular information or material.

45. Each of the parties hereto shall be entitled to seek modification of this Protective Order by application to the Court on notice to the other parties hereto for good cause.

46. This Protective Order shall not abrogate or diminish any contractual, statutory, or other legal obligation or right of any party or person, nor obligate any party or person to provide any discovery to which it asserts objections.

IT IS SO ORDERED.

Dated: October 18, 2012



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Honorable Marc L. Goldman  
United States Magistrate Judge

1 Requested and Stipulated to by Counsel for the Parties:

2 Respectfully submitted,

3

4 Dated: October 18, 2012 By: /s/Ali S. Razai  
5 Michael K. Friedland  
6 Paul N. Conover  
7 Ali S. Razai  
8 KNOBBE, MARTENS, OLSON & BEAR, LLP  
9 Attorneys for Plaintiff Oakley, Inc.

8

9

10 Dated: October 18, 2012 By: /s/Allen S. Rugg  
11 Jason M. Honeyman, (admitted *Pro Hac Vice*)  
12 Allen S. Rugg, (admitted *Pro Hac Vice*)  
13 John Strand, (admitted *Pro Hac Vice*)  
14 Eric Kaviar (admitted *Pro Hac Vice*)  
15 WOLF GREENFIELD & SACKS, P.C.  
16 Jonathan S. Pink, (SBN 179685)  
17 Aileen M. Hunter, (SBN 253162)  
18 BRYAN CAVE LLP  
19 Attorneys for Defendant Revision Military Ltd.

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**EXHIBIT A**

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

OAKLEY, INC., a Washington corporation,  Plaintiff,  v.  REVISION MILITARY LTD., a Delaware corporation.  Defendant.	}	Case No. SACV 11-1939-JST (MLGx)
	}	<b>AGREEMENT CONCERNING INFORMATION COVERED BY THE STIPULATED PROTECTIVE ORDER</b>
AND RELATED COUNTERCLAIM	}	

I certify that I have received, read and am fully familiar with the terms of the stipulated Protective Order entered on \_\_\_\_\_ in the above-captioned litigation and agree to be bound by its terms. Specifically, I will not disclose or permit the unauthorized viewing or disclosure of CONFIDENTIAL or HIGHLY CONFIDENTIAL material, as set forth in said stipulated Protective Order, or the information contained therein.

I hereby submit to the jurisdiction of the Court for the purpose of

1 ensuring compliance with this stipulated Protective Order.

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Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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