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WEBER ELECTRIC MANUFACTURING COMPANY

15 UNITED STATES DISTRICT COURT

16 CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

18 SASCO, a California corporation,

19 Plaintiff,

20 vs.

21 WEBER ELECTRIC  
MANUFACTURING COMPANY, a

22 Michigan corporation,

23 Defendant.

CASE NO. SACV 13-00022 CJC (JPRx)

The Hon. Cormac J. Carney

[Assigned to Magistrate Judge Jean P.  
Rosenbluth for discovery purposes]

**STIPULATED PROTECTIVE  
ORDER**

24 AND RELATED COUNTERCLAIMS  
25

26 Action Filed: January 4, 2013  
27 Trial Date: None Set



1 The Court recognizes that at least some of the documents and information  
2 ("materials") being sought through discovery in the above-captioned action are, for  
3 competitive reasons, normally kept confidential by the parties. The parties have  
4 agreed to be bound by the terms of this Protective Order ("Order") in this action.

5 The materials to be exchanged throughout the course of the litigation between  
6 the parties may contain trade secret or other confidential research, technical, cost,  
7 price, marketing or other commercial information. The purpose of this Order is to  
8 protect the confidentiality of such materials as much as practical during the  
9 litigation. THEREFORE:

10 DEFINITIONS

11 1. The term "Confidential Information" will mean and includes  
12 information contained or disclosed in any materials, including documents, portions  
13 of documents, answers to interrogatories, responses to requests for admissions,  
14 deposition testimony, and transcripts of depositions, including data, summaries, and  
15 compilations derived therefrom that is deemed to be Confidential Information by  
16 any party to which it belongs. The provisions of the Protective Order do not apply  
17 to trial or other hearings before the Court.

18 2. The term "materials" will include, but is not be limited to: documents;  
19 correspondence; e-mails; memoranda; bulletins; blueprints; specifications; customer  
20 lists or other material that identify customers or potential customers; price lists or  
21 schedules or other matter identifying pricing; minutes; telegrams; letters; statements;  
22 cancelled checks; contracts; invoices; drafts; books of account; worksheets; notes of  
23 conversations; desk diaries; appointment books; expense accounts; recordings;  
24 photographs; motion pictures; compilations from which information can be obtained  
25 and translated into reasonably usable form through detection devices; sketches;  
26 drawings; notes (including laboratory notebooks and records); reports; instructions;  
27 disclosures; other writings; models and prototypes and other physical objects.

28 3. The term "counsel" will mean outside counsel of record, and other

1 attorneys, paralegals, secretaries, and other support staff employed in the law firms  
2 identified below:

3 Lewis Brisbois Bisgaard & Smith LLP and Brooks Kushman P.C.

4 GENERAL RULES

5 4. Each party to this litigation that produces or discloses any materials,  
6 answers to interrogatories, responses to requests for admission, deposition  
7 testimony, and transcripts of depositions, or information that the producing party  
8 believes should be subject to this Protective Order may designate the same as  
9 "CONFIDENTIAL" or "CONFIDENTIAL – FOR COUNSEL ONLY."

10 a. Designation as "CONFIDENTIAL": Any party may designate  
11 information as "CONFIDENTIAL" only if, in the good faith belief of such party and  
12 its counsel, the unrestricted disclosure of such information could be potentially  
13 prejudicial to the business or operations of such party.

14 b. Designation as "CONFIDENTIAL - FOR COUNSEL ONLY": Any  
15 party may designate information as "CONFIDENTIAL - FOR COUNSEL ONLY"  
16 only if, in the good faith belief of such party and its counsel, the information is  
17 among that considered to be most sensitive by the party, including but not limited to  
18 trade secret or other confidential research, development, financial or other  
19 commercial information; provided however, that sales information and customer  
20 identities for products accused of infringement shall not be designated  
21 "CONFIDENTIAL – FOR COUNSEL ONLY", but may be designated as  
22 "CONFIDENTIAL".

23 5. In the event the producing party elects to produce materials for  
24 inspection, no marking need be made by the producing party in advance of the  
25 initial inspection. For purposes of the initial inspection, all materials produced will  
26 be considered as "CONFIDENTIAL - FOR COUNSEL ONLY," and must be  
27 treated as such pursuant to the terms of this Order. Thereafter, upon selection of  
28 specified materials for copying by the inspecting party, the producing party must,

1 within a reasonable time prior to producing those materials to the inspecting party,  
2 mark the copies of those materials that contain Confidential Information with the  
3 appropriate confidentiality marking.

4 6. Whenever a deposition taken on behalf of any party involves a  
5 disclosure of Confidential Information of any party:

6 (a) the deposition or portions of the deposition must be designated as  
7 containing Confidential Information subject to the provisions of  
8 this Order; such designation must be made on the record  
9 whenever possible, but a party may designate portions of  
10 depositions as containing Confidential Information after  
11 transcription of the proceedings; a party will have until fourteen  
12 (14) days after receipt of the deposition transcript to inform the  
13 other party or parties to the action of the portions of the transcript  
14 to be designated "CONFIDENTIAL" or "CONFIDENTIAL -  
15 FOR COUNSEL ONLY."

16 (b) the disclosing party will have the right to exclude from  
17 attendance at the deposition, during such time as the Confidential  
18 Information is to be disclosed, any person other than the  
19 deponent, counsel (including their staff and associates), the court  
20 reporter, and the person(s) agreed upon pursuant to paragraph 8  
21 below; and

22 (c) the originals of the deposition transcripts and all copies of the  
23 deposition must bear the legend "CONFIDENTIAL" or  
24 "CONFIDENTIAL - FOR COUNSEL ONLY," as appropriate,  
25 and the original or any copy ultimately presented to a court for  
26 filing must not be filed unless it can be accomplished under seal,  
27 identified as being subject to this Order, and protected from  
28 being opened except by order of this Court. Any request to file a

1 document under seal must comply with Local Rule 79-5.

2 7. All Confidential Information designated as "CONFIDENTIAL" or  
3 "CONFIDENTIAL - FOR COUNSEL ONLY" must not be disclosed by the  
4 receiving party to anyone other than those persons designated within this order and  
5 must be handled in the manner set forth below and, in any event, must not be used  
6 for any purpose other than in connection with this litigation, which includes adding  
7 parties and/or identifying additional infringers.

8 8. Information designated "CONFIDENTIAL - FOR COUNSEL ONLY"  
9 must be viewed only by counsel (as defined in paragraph 3) of the receiving party,  
10 and by independent experts under the conditions set forth in this Paragraph. The  
11 right of any independent expert to receive any Confidential Information will be  
12 subject to the advance approval of such expert by the producing party or by  
13 permission of the Court. The party seeking approval of an independent expert must  
14 provide the producing party with the name and curriculum vitae of the proposed  
15 independent expert, and an executed copy of the form attached hereto as Exhibit A,  
16 in advance of providing any Confidential Information of the producing party to the  
17 expert. Any objection by the producing party to an independent expert receiving  
18 Confidential Information must be made in writing within seven (7) days following  
19 receipt of the identification of the proposed expert. Confidential Information may  
20 be disclosed to an independent expert if the seven (7) day period has passed and no  
21 objection has been made. The disapproval of independent experts may only be  
22 exercised only upon a showing of a genuine conflict of interest for such expert.

23 9. Information designated "CONFIDENTIAL" must be viewed only by  
24 counsel (as defined in paragraph 3) of the receiving party, by independent experts  
25 (pursuant to the terms of paragraph 8), and personnel listed below:

- 26 (a) Executives who are required to participate in policy decisions  
27 with reference to this action;
- 28 (b) Technical personnel of the parties with whom Counsel for the

1 parties find it necessary to consult, in the discretion of such  
2 counsel, in preparation for trial of this action; and

3 (c) Stenographic and clerical employees associated with the  
4 individuals identified above.

5 10. With respect to material designated "CONFIDENTIAL" or  
6 "CONFIDENTIAL - FOR COUNSEL ONLY," any person indicated on the face of  
7 the document to be its originator, author or a recipient of a copy of the document,  
8 may be shown the same.

9 11. All information which has been designated as "CONFIDENTIAL" or  
10 "CONFIDENTIAL - FOR COUNSEL ONLY" by the producing or disclosing party,  
11 and any and all reproductions of that information, must be retained in the custody of  
12 the counsel for the receiving party identified in paragraph 3, except that independent  
13 experts authorized to view such information under the terms of this Order may  
14 retain custody of copies such as are necessary for their participation in this litigation.

15 12. Before any materials produced in discovery, answers to interrogatories,  
16 responses to requests for admissions, deposition transcripts, or other documents  
17 which are designated as Confidential Information are filed with the Court for any  
18 purpose, the party seeking to file such material must seek permission of the Court to  
19 file the material under seal. Any request to file a document under seal must comply  
20 with Local Rule 79-5.

21 13. At any stage of these proceedings, any party may object to a  
22 designation of the materials as Confidential Information. The party objecting to  
23 confidentiality must notify, in writing, counsel for the designating party of the  
24 objected-to materials and the grounds for the objection. If the dispute is not  
25 resolved consensually between the parties within seven (7) days of receipt of such a  
26 notice of objections, the objecting party may move the Court for a ruling on the  
27 objection. The materials at issue must be treated as Confidential Information, as  
28 designated by the designating party, until the Court has ruled on the objection or the

1 matter has been otherwise resolved. Challenges to the designation of Confidential  
2 Information must comply with Local Rules 37-1 and 37-2, including the Joint  
3 Stipulation provision.

4 14. All Confidential Information must be held in confidence by those  
5 inspecting or receiving it. Counsel for each party and each person receiving  
6 Confidential Information must take reasonable precautions to prevent the  
7 unauthorized or inadvertent disclosure of such information. If Confidential  
8 Information is disclosed to any person other than a person authorized by this Order,  
9 the party responsible for the unauthorized disclosure must immediately bring all  
10 pertinent facts relating to the unauthorized disclosure to the attention of each other  
11 party and, without prejudice to any rights and remedies of each other party, make  
12 every effort to prevent further disclosure by the party and by the person(s) receiving  
13 the unauthorized disclosure.

14 15. No party will be responsible to another party for disclosure of  
15 Confidential Information under this Order if the information in question is not  
16 labeled or otherwise identified as such in accordance with this Order.

17 16. If a party, through inadvertence, produces any Confidential Information  
18 without labeling or marking or otherwise designating it as such in accordance with  
19 this Order, the designating party may give written notice to the receiving party that  
20 the document or thing produced is deemed Confidential Information, and that the  
21 document or thing produced should be treated as such in accordance with that  
22 designation under this Order. The receiving party must treat the materials as  
23 confidential, once the designating party so notifies the receiving party. If the  
24 receiving party has disclosed the materials before receiving the designation, the  
25 receiving party must notify the designating party in writing of each such disclosure.  
26 Counsel for the parties will agree on a mutually acceptable manner of labeling or  
27 marking the inadvertently produced materials as "CONFIDENTIAL" or  
28 "CONFIDENTIAL - FOR COUNSEL ONLY" - SUBJECT TO PROTECTIVE

1 ORDER.

2 17. Inspection or production of documents (including physical objects)  
3 shall not constitute a waiver of the attorney-client privilege or work product immunity  
4 or any other applicable privilege or immunity from discovery if, after the producing  
5 party becomes aware of any inadvertent or unintentional disclosure, the producing  
6 party designates any such documents as within the attorney-client privilege or work  
7 product immunity or any other applicable privilege or immunity and requests in writing  
8 return of such documents to the producing party with the factual basis for the assertion  
9 of privilege or immunity. Upon request by the producing party, the receiving  
10 party shall immediately return all copies of such inadvertently produced  
11 document(s). Nothing herein shall prevent the receiving party from challenging the  
12 propriety of the attorney-client privilege or work product immunity or other applicable  
13 privilege or immunity designation by submitting a written challenge to the Court. The  
14 parties agree that Federal Rule of Evidence 502 shall apply to this action. Any  
15 challenge to the propriety of any privilege or immunity designation must comply with  
16 Local Rules 37-1 and 37-2, including the Joint Stipulation provision.

17 18. Nothing within this order will prejudice the right of any party to object  
18 to the production of any discovery material on the grounds that the material is  
19 protected as privileged or as attorney work product.

20 19. Nothing in this Order will bar counsel from rendering advice to their  
21 clients with respect to this litigation and, in the course thereof, relying upon any  
22 information designated as Confidential Information, provided that the contents of  
23 the information must not be disclosed.

24 20. This Order will be without prejudice to the right of any party to oppose  
25 production of any information for lack of relevance or any other ground other than  
26 the mere presence of Confidential Information. The existence of this Order must not  
27 be used by either party as a basis for discovery that is otherwise improper under the  
28 Federal Rules of Civil Procedure.



1           21. Nothing within this order will be construed to prevent disclosure of  
2 Confidential Information if such disclosure is required by law or by order of the  
3 Court.

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

17           23. The restrictions and obligations set forth within this order will not  
18 apply to any information that: (a) the parties agree should not be designated  
19 Confidential Information; (b) the parties agree, or the Court rules, is already public  
20 knowledge; (c) the parties agree, or the Court rules, has become public knowledge  
21 other than as a result of disclosure by the receiving party, its employees, or its  
22 agents in violation of this Order; or (d) has come or will come into the receiving  
23 party's legitimate knowledge independently of the production by the designating  
24 party. Prior knowledge must be established by pre-production documentation.

25           24. The restrictions and obligations within this order will not be deemed to  
26 prohibit discussions of any Confidential Information with anyone if that person  
27 already has or obtains legitimate possession of that information.

28           25. Transmission by facsimile or e-mail is acceptable for all notification

1 purposes within this order.

2 26. This Order may be modified by agreement of the parties, subject to  
3 approval by the Court.

4 27. The Court may modify the terms and conditions of this Order for good  
5 cause, or in the interest of justice, or on its own order at any time in these  
6 proceedings. The parties prefer that the Court provide them with notice of the  
7 Court's intent to modify the Order and the content of those modifications, prior to  
8 entry of such an order.

9

10 IT IS SO ORDERED this 8<sup>th</sup> day of July, 2013

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Hon. Jean P. Rosenbluth, Magistrate Judge

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16 DATED:

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JON E. HOKANSON  
DANIEL C. DECARLO  
JOSEPHINE A. BROSAS  
LEWIS BRISBOIS BISGAARD & SMITH LLP

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By:           /s/ Jon E. Hokanson          

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Jon E. Hokanson  
Daniel C. DeCarlo  
Josephine A. Brosas  
Attorneys for Plaintiff/  
Counterclaim-Defendant SASCO

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DATED:

ROLAND TONG  
BROOKS KUSHMAN P.C.

/s/ Roland Tong (as authorized on  
By: 7/2/2013)  
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Roland Tong  
Attorneys for Defendant/  
Counterclaimant WEMCO

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

SASCO, a California corporation,  
Plaintiff,  
vs.  
WEBER ELECTRIC  
MANUFACTURING COMPANY, a  
Michigan corporation,  
Defendant.

CASE NO. SACV 13-00022 CJC (JPRx)  
The Hon. Cormac J. Carney  
[Assigned to Magistrate Judge Jean P.  
Rosenbluth for discovery purposes]

**EXHIBIT "A" TO STIPULATED  
PROTECTIVE ORDER**

AND RELATED COUNTERCLAIMS

Action Filed: January 4, 2013  
Trial Date: None Set

I, \_\_\_\_\_, declare and say that:

1. I am employed as \_\_\_\_\_ by \_\_\_\_\_.

2. I have read the Protective Order entered in SASCO v WEBER ELECTRIC MANUFACTURING COMPANY, Case No. SACV 13-00022 CJC (JPRx) and have received a copy of the Protective Order.

3. I promise that I will use any and all "Confidential" or "Confidential - For Counsel Only" information, as defined in the Protective Order, given to me only



1 in a manner authorized by the Protective Order, and only to assist counsel in the  
2 litigation of this matter.

3 4. I promise that I will not disclose or discuss such "Confidential" or  
4 "Confidential - For Counsel Only" information with anyone other than the persons  
5 described in paragraphs 3, 8 and 9 of the Protective Order.

6 5. I acknowledge that, by signing this agreement, I am subjecting myself  
7 to the jurisdiction of the United States District Court for the Central District of  
8 California with respect to enforcement of the Protective Order.

9 6. I understand that any disclosure or use of "Confidential" or  
10 "Confidential - For Counsel Only" information in any manner contrary to the  
11 provisions of the Protective Order may subject me to sanctions for contempt of  
12 court.

13 I declare under penalty of perjury that the foregoing is true and correct.

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15 Date: \_\_\_\_\_

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18 [Print name]

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