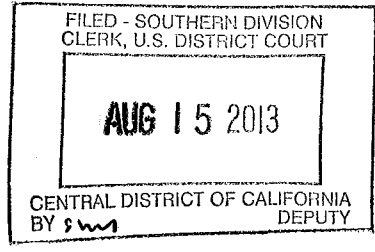


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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

WONDERLAND BAKERY, INC., a
Nevada corporation,

Plaintiff,

v.

WONDERLAND CUSTOM CAKES,
LLC, a California limited liability
company,

Defendant.

Case No. SACV 13-00076 JVS (ANx)
[Assigned to Hon. James V. Selna
Courtroom 10C]

**[Proposed] CONFIDENTIALITY
ORDER**

[DISCOVERY MATTER]

AND RELATED COUNTER CLAIMS
AND CROSS-CLAIMS

Upon stipulation of the parties, and good cause appearing therefor, **IT IS
HEREBY ORDERED** that, to the extent the parties produce or provide
documents, things, testimony, or information that comprise or contain private,
confidential, proprietary, financial, sales, or trade secret information (“Confidential
Information”), such documents, things, testimony, or information may be produced
or provided upon the following terms and conditions:

1. A party to this action who produces or provides documents, things,
testimony, or other information, which he, she, or it reasonably believes to

1 comprise or contain Confidential Information, and which he, she, or it desires to be
2 subject to this Confidentiality Order, shall designate such information or materials
3 as either “CONFIDENTIAL” or, if such information or materials are of a highly
4 confidential or proprietary nature, such as financial, customer, sales, or trade secret
5 information, as “CONFIDENTIAL–ATTORNEYS’ EYES ONLY.”

6 2. The designation of documents, things, testimony, or other information
7 as “CONFIDENTIAL” or “CONFIDENTIAL–ATTORNEYS’ EYES ONLY” shall
8 be made as follows:

9 a. Documents and things comprising or containing Confidential
10 Information shall be designated by prominently stamping or marking
11 the documents or things with the term “CONFIDENTIAL” or
12 “CONFIDENTIAL–ATTORNEYS’ EYES ONLY.” If a confidential
13 document consists of multiple pages, each page of the document shall
14 be so stamped or marked.

15 b. A deposition transcript comprising or containing Confidential
16 Information shall be designated “CONFIDENTIAL” or
17 “CONFIDENTIAL–ATTORNEYS’ EYES ONLY” by requesting such
18 treatment thereof either on the record at the time of the deposition or
19 by written notice mailed within thirty (30) days after the court reporter
20 completes and serves the transcript(s) to counsel for any party that
21 requested transcript(s). If confidential treatment of a deposition
22 transcript is requested on the record at the time of the deposition, the
23 requesting party shall instruct the court reporter to stamp or mark each
24 page of the transcript containing the Confidential Information with the
25 terms “CONFIDENTIAL” or “CONFIDENTIAL–ATTORNEYS’
26 EYES ONLY.” The requesting party may also instruct the court
27 reporter to separately bind such designated pages of the transcript. If
28 confidential treatment of a transcript is requested by a party by written

1 notice after completion of a deposition, such written notice shall be
2 mailed to all other parties within thirty (30) days after completion and
3 service of the transcript. Such written notice shall specifically identify
4 by page and line number all portions of the transcript that should be
5 treated as “CONFIDENTIAL” or “CONFIDENTIAL–ATTORNEYS’
6 EYES ONLY” in accordance with this Confidentiality Order.

7 Documents or things used as exhibits at a deposition that a party
8 desires to be subject to this Confidentiality Order shall be separately
9 stamped or marked “CONFIDENTIAL” or “CONFIDENTIAL–
10 ATTORNEYS’ EYES ONLY.”

11 c. Any party may designate documents or things produced by a
12 third party pursuant to a subpoena as “CONFIDENTIAL” or
13 “CONFIDENTIAL–ATTORNEYS’ EYES ONLY” by providing
14 written notice to each other party within ten (10) days of receipt of the
15 documents or things produced by the third party. Such written notice
16 shall specifically identify each document or thing produced by the
17 third party that should be treated as “CONFIDENTIAL” or
18 “CONFIDENTIAL–ATTORNEYS’ EYES ONLY” in accordance
19 with this Confidentiality Order.

20 3. By designating a document, thing, testimony, or other information as
21 “CONFIDENTIAL” or “CONFIDENTIAL–ATTORNEYS’ EYES ONLY” in
22 accordance with this Confidentiality Order, the party making such designation
23 certifies that there is a good faith basis in both fact and law for the designation.

24 4. In the absence of designating a document, thing, testimony, or other
25 information as “CONFIDENTIAL” or “CONFIDENTIAL–ATTORNEYS’ EYES
26 ONLY” in accordance with this Confidentiality Order, such documents, things,
27 testimony, or other information shall be deemed to be non-confidential and non-
28 restricted.

1 5. Information and materials designated as “CONFIDENTIAL” or
2 “CONFIDENTIAL–ATTORNEYS’ EYES ONLY” shall be held by counsel in
3 confidence and shall be used solely in connection with the prosecution, defense, or
4 settlement of this action. Information and materials designated as
5 “CONFIDENTIAL” or “CONFIDENTIAL–ATTORNEYS’ EYES ONLY” shall
6 not be disclosed to any person except as hereinafter provided.

7 6. Information and materials designated “CONFIDENTIAL” pursuant to
8 this Confidentiality Order (including any copies, summaries, excerpts, and abstracts
9 derived therefrom) may be disclosed, directly or indirectly, only to the following
10 persons:

- 11 a. The counsel of record for the parties in this action and their
12 respective associates, clerks, secretaries, legal assistants, and
13 stenographic personnel;
- 14 b. The parties to this action and/or the management, officers,
15 members, and/or directors of a party that are deemed necessary by its
16 counsel to aid in the prosecution, defense, or settlement of this action;
- 17 c. The in-house legal staff, if any, of the parties whose principal
18 responsibilities involve legal as opposed to business matters;
- 19 d. Any court hearing this action and its clerks, secretaries, legal
20 assistances, and stenographic personnel;
- 21 e. Court reporters and their respective stenographic and clerical
22 employees employed in this action;
- 23 f. Consultants or experts employed by any party or counsel to
24 assist in the preparation for trial or the trial of this action;
- 25 g. All persons identified as the author(s), addressee(s), or
26 recipient(s) of any document designated pursuant to this
27 Confidentiality Order; and
28

1 restrict the rights of any party to seek to have the court compel the production of
2 any documents, things, or information.

3 9. This Confidentiality Order shall not restrict the rights of any party to
4 use or disseminate any documents, things, or information obtained independently of
5 discovery in this action, whether or not such documents, things, or information are
6 also obtained through discovery. Nothing in this Confidentiality Order shall restrict
7 a party from using, disclosing, or disseminating its own documents, things, or
8 information as it deems appropriate, whether or not such documents, things, or
9 information have been designated “CONFIDENTIAL” or “CONFIDENTIAL–
10 ATTORNEYS’ EYES ONLY” in accordance with this Confidentiality Order.

11 10. If any documents, things, or information designated as
12 “CONFIDENTIAL” or “CONFIDENTIAL–ATTORNEYS’ EYES ONLY” are
13 included with any papers filed with the court, the filing party shall file such papers
14 and materials under seal in accordance with the procedures required by California
15 Central District Local Rule 79-5.1 or other similar court rule that may be
16 controlling at the time of the filing of such papers and materials.

17 11. In the event that any documents, things, or information designated as
18 “CONFIDENTIAL” or “CONFIDENTIAL–ATTORNEYS’ EYES ONLY” are
19 used in any court proceeding in this action, such documents, things, or information
20 shall not lose their designated confidential status through such use, and the parties
21 shall take all reasonable steps to maintain their confidentiality.

22 12. Maintenance of the protected status of any “CONFIDENTIAL” or
23 “CONFIDENTIAL–ATTORNEYS’ EYES ONLY” documents, things, or
24 information shall in all cases be subject to further order of the court. Nothing
25 herein shall preclude any party upon reasonable notice to all other parties from
26 applying to the court for any modification of this Confidentiality Order, or moving
27 the court for an order changing the status of any particular designated information
28 or document or relieving a party from the restrictions contained in this

1 Confidentiality Order, or from applying to the court for a protective order. In any
2 such application or motion, the party seeking to restrict the use or dissemination of
3 any documents, things, or information shall bear the burden of persuasion.

4 13. No party shall be obligated to challenge the propriety of the
5 designation of any documents, things, or information as “CONFIDENTIAL” or
6 “CONFIDENTIAL–ATTORNEYS’ EYES ONLY,” and the failure to do so shall
7 not constitute acquiescence as to the appropriateness of the designation or otherwise
8 preclude a subsequent challenge to the designation.

9 14. At the conclusion of this action, any party may serve a written notice
10 on the other parties demanding that the “CONFIDENTIAL” or
11 “CONFIDENTIAL–ATTORNEYS’ EYES ONLY” documents and things that
12 were produced by that party and that are still in existence, including all copies,
13 summaries, excerpts, and abstracts thereof, be returned or destroyed. Within thirty
14 (30) days of receipt of such a demand, counsel shall certify in writing that such
15 documents and things have been returned or destroyed. Notwithstanding the
16 foregoing, counsel may retain one archival copy of trial, hearing, and deposition
17 transcripts and exhibits, one archival copy of every pleading or other document
18 submitted to the court, and one archival copy of any order, judgment, or other
19 document issued by the court. Counsel may also retain documents or things that
20 are their own work product or that are subject to the attorney-client privilege.

21 15. The parties to this agreement may change its terms or effects at any
22 time by further mutual agreements in writing as approved by the court.

23 16. This Confidentiality Order is entered solely for the purpose of
24 facilitating the exchange of documents, things, and information between the parties
25 in this action. Nothing in this Confidentiality Order nor the production of any
26 documents, things, or information under the terms of this Confidentiality Order nor
27 any proceedings pursuant to this Confidentiality Order shall be deemed to have the
28 effect of an admission or waiver of any kind by any party.

1 17. The parties and their attorneys and any other persons subject to the
2 terms of this Confidentiality Order agree that the court shall have jurisdiction over
3 them during the pendency of this action and for six (6) months after this action is
4 terminated for the purpose of enforcing this Confidentiality Order.

5 IT IS SO ORDERED.

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Dated: August 15, 2013


HON. ARTHUR NAKAZATO
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

Undertaking for Confidentiality Order in *Wonderland Bakery, Inc. v. Wonderland Custom Cakes, LLC*

I hereby certify my understanding that Confidential or Confidential – Attorney’s Eyes Only documents or information is being provided to me pursuant to the terms and restrictions of the Confidentiality Order dated _____, 2013, in *Wonderland Bakery, Inc. v. Wonderland Custom Cakes, LLC*, U.S. District Court for the Central District of California, Civil No. SACV 13-00076 JVS (ANx).

I have been given a copy of that Order and read it. I agree to be bound by the Order. I will not disclose Confidential – Attorney’s Eyes Only information or documents to anyone, except as allowed by the Order.

I will keep all such Confidential – Attorney’s Eyes Only documents and information in a secure place and in a secure manner to prevent unauthorized access to it. No later than 30 days after the termination of this action, I will return all such confidential documents or information, and any copies, notes, extracts, synopses, and/or summaries of such information that I create or that comes within my control to the attorney(s) who first provided it to me, or by whom I have been retained in this matter, or, alternatively, at my election, I will destroy such Confidential – Attorney’s Eyes Only documents or information.

I hereby consent to be subject to the personal jurisdiction of the United States District Court for the Central District of California with respect to any proceedings relative to the enforcement of that Order, including without limitation any proceedings related to a contempt of court.

Dated: _____ By: _____

Title: _____

Affiliation: _____

1 **PROOF OF SERVICE**

2 I, Gabriela Paracha, declare:

3 I am a citizen of the United States and employed in Los Angeles County, California. I am
4 over the age of eighteen years and not a party to the within-entitled action. My business address
5 is 333 South Grand Avenue, Suite 1700, Los Angeles, California 90071-1540. On August 13,
6 2013, I served a copy of the within document(s):

7 **[PROPOSED] CONFIDENTIALITY ORDER**
8 **[DISCOVERY MATTER]**

- 9 by transmitting via facsimile the document(s) listed above to the fax number(s) set
10 forth below on this date before 5:00 p.m.
- 11 by placing the document(s) listed above in a sealed envelope with postage thereon
12 fully prepaid, in the United States mail at Los Angeles, California addressed as set
13 forth below.
- 14 by placing the document(s) listed above in a sealed Federal Express envelope and
15 affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal
16 Express agent for delivery.
- 17 by personally delivering the document(s) listed above to the person(s) at the
18 address(es) set forth below.
- 19 by transmitting via e-mail or electronic transmission the document(s) listed above
20 to the person(s) at the e-mail address(es) set forth below.

21 I am readily familiar with the firm's practice of collection and processing correspondence
22 for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same
23 day with postage thereon fully prepaid in the ordinary course of business. I am aware that on
24 motion of the party served, service is presumed invalid if postal cancellation date or postage
25 meter date is more than one day after date of deposit for mailing in affidavit.

26 I declare that I am employed in the office of a member of the bar of this court at whose
27 direction the service was made.

28 Executed on August 13, 2013, at Los Angeles, California.

/s/ Gabriela Paracha

GABRIELA PARACHA

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SERVICE LIST

George L. Hampton IV
Colin C. Holley
HAMPTON HOLLEY, LLP
2101 East Coast Highway, Suite 260
Corona del Mar, CA 92625

Phone: (949) 718-4550
Fax: (949) 718-4580
Email:
ghampton@hamptonholley.com
cholley@hamptonholley.com

Attorneys for Plaintiff
WONDERLAND BAKERY, INC.

Jody Steinberg
Tracy Luu-Varnes
HANGER, STEINBERG,
SHAPIRO & ASH
A Law Corporation
21031 Venture Boulevard, Suite 800
Woodland Hills, CA 91364-6512

Phone: (818) 226-1222
Fax: (818) 226-1215
Email:
js@hssalaw.com
tjl@hssalaw.com

Attorneys for Counter-Defendant
WONDERLAND BAKERY, INC.
and Cross-Defendants SONDRA
AMES and ALLYSON AMES