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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION**

ICONIC IMAGES, LLC, a California
limited liability company,

Plaintiffs,

v.

CORBIS CORPORATION, a Nevada
corporation; REUTERS AMERICA LLC, a
Delaware corporation; and DOES 1-10,
inclusive,

Defendants.

Case No. SACV13-01951-CJC (ANx)

~~PROPOSED~~ PROTECTIVE ORDER

WHEREAS, in the course of this action certain information, documents and
testimony disclosed and produced through discovery may constitute or incorporate non-
public confidential information, including private, proprietary, commercially sensitive, or
trade secret information, the disclosure of which would have an adverse impact upon a
party’s personal privacy and/or commercial interests;

WHEREAS, all the parties to this action (collectively the “Parties” and individually a
“Party”) have requested that this Court issue a protective order pursuant to Federal Rule of
Civil Procedure 26(c) to protect the confidentiality of sensitive information that they may
need to disclose in connection with discovery in this action;

1 WHEREAS, the Parties, through counsel, agree to the following terms; and

2 WHEREAS, this Court finds that good cause exists pursuant to Federal Rule of Civil
3 Procedure 26(c) for the issuance of this protective order.
4

5 IT IS HEREBY ORDERED that any person subject to this Order — including
6 without limitation the Parties to this action, their representatives, agents, experts and
7 consultants, all third parties providing discovery in this action, and all other interested
8 persons with actual or constructive notice of this Order — will adhere to the following
9 terms, upon pain of contempt:
10

11 1. With respect to “Discovery Material” (*i.e.*, information of any kind produced
12 or disclosed in the course of discovery in this action) that a person has designated as
13 “Confidential” pursuant to this Order, no person subject to this Order may disclose such
14 Confidential Discovery Material to anyone else except as this Order expressly permits.
15

16 2. The Party or person producing or disclosing Discovery Material (“Producing
17 Party”) may designate as Confidential any document (as defined by Fed. R. Civ. P. 34(a))
18 produced by it which it reasonably and in good faith believes contains confidential non-
19 public information by imprinting the word “Confidential” on each page or portion of such
20 document produced or by imprinting the word “Confidential” next to or above any
21 response, or any portion thereof, to a discovery request.
22

23 3. With respect to deposition transcripts and exhibits, a Producing Party or its
24 counsel may designate material as Confidential Discovery Material either by; (a) indicating
25 on the record during the deposition that a question calls for Confidential information, in
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1 which case the reporter will bind the transcript of the designated testimony in a separate
2 volume and mark it as “Confidential Information Governed by Protective Order;” or (b)
3 notifying the reporter and all counsel of record, in writing, within ten (10) business days
4 after its receipt of the transcript of the deposition, of the specific pages and lines of the
5 transcript that are to be designated “Confidential,” in which case all counsel receiving the
6 transcript will be responsible for marking the copies of the designated transcript in their
7 possession or under their control as directed by the Producing Party or that person’s
8 counsel.
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11 4. If at any time before the trial of this action a Producing Party realizes that it
12 should have designated as Confidential Discovery Material that it previously produced
13 without limitation, the Producing Party may so designate such material by so apprising all
14 prior recipients in writing. Thereafter, all persons subject to this Order will treat such
15 designated portion(s) of the Discovery Material as Confidential.
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18 5. Nothing contained in this Order will be construed as; (a) a waiver by a Party
19 or person of its right to object to any discovery request; (b) a waiver of any privilege or
20 protection; or (c) a ruling regarding the admissibility at trial of any document, testimony, or
21 other evidence.
22

23 6. Where a Producing Party has designated Discovery Material as Confidential,
24 other persons subject to this Order may disclose such information only to the following
25 persons:
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27 (a) the Parties to this action, their insurers, and counsel to their insurers;
28

1 (b) counsel retained specifically for this action, including any paralegal,
2 clerical, or other assistant that such outside counsel employs and assigns to this
3 matter;

4 (c) outside vendors or service providers (such as copy-service providers
5 and document-management consultants) that counsel hire and assign to this matter;

6 (d) any mediator or arbitrator that the Parties engage in this matter or that
7 this Court appoints, provided such person has first executed a Non-Disclosure
8 Agreement in the form annexed as an Exhibit hereto;

9 (e) as to any document, its author, its addressee, and any other person
10 indicated on the face of the document as having received a copy;

11 (f) any witness who counsel for a Party in good faith believes may be
12 called to testify at trial or deposition in this action, provided such person has first
13 executed a Non-Disclosure Agreement in the form annexed as an Exhibit hereto;

14 (g) any person a Party retains to serve as an expert witness or otherwise
15 provide specialized advice to counsel in connection with this action, provided such
16 person has first executed a Non-Disclosure Agreement in the form annexed as an
17 Exhibit hereto;

18 (h) stenographers engaged to transcribe depositions the Parties conduct in
19 this action; and

20 (i) this Court, including any appellate court, its support personnel, and
21 court reporters.
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1 7. Before disclosing any Confidential Discovery Material to any person referred
2 to in subparagraphs 6(d), 6(f), or 6(g) above, counsel must provide a copy of this Order to
3 such person, who must sign a Non-Disclosure Agreement in the form annexed as an
4 Exhibit hereto stating that he or she has read this Order and agrees to be bound by its terms.
5 Said counsel must retain each signed Non-Disclosure Agreement, hold it in escrow, and
6 produce it to opposing counsel either before such person is permitted to testify (at
7 deposition or trial) or at the conclusion of the case, whichever comes first.
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10 8. In accordance with Local Rule 79-5.1, if any papers to be filed with the Court
11 contain information and/or documents that have been designated as “Confidential,” the
12 proposed filing shall be accompanied by an application to file the papers or the portion
13 thereof containing the designated information or documents (if such portion is segregable)
14 under seal; and the application shall be directed to the judge to whom the papers are
15 directed. For motions, the parties shall publicly file a redacted version of the motion and
16 supporting papers.
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19 9. Any Party who objects to any designation of confidentiality may at any time
20 before the trial of this action serve upon counsel for the Producing Party a written notice
21 stating with particularity the grounds of the objection. The Parties shall confer regarding
22 the objection pursuant to Local Rule 37-1. If the Parties cannot reach agreement, they shall
23 formulate and present to the Court a joint stipulation and notice of motion regarding the
24 matter(s) in dispute pursuant to Local Rule 37-2.
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1 10. Recipients of Confidential Discovery Material under this Order may use such
2 material solely for the prosecution and defense of this action and any appeals thereto, and
3 not for any business, commercial, or competitive purpose or in any other litigation
4 proceeding. Nothing contained in this Order, however, will affect or restrict the rights of
5 any Party with respect to its own documents or information produced in this action.
6

7 11. Each person who has access to Discovery Material designated as Confidential
8 pursuant to this Order must take all due precautions to prevent the unauthorized or
9 inadvertent disclosure of such material.
10

11 12. If, in connection with this litigation, a party inadvertently discloses
12 information subject to a claim of attorney-client privilege or attorney work product
13 protection (“Inadvertently Disclosed Information”), such disclosure shall not constitute or
14 be deemed a waiver or forfeiture of any claim of privilege or work product protection with
15 respect to the Inadvertently Disclosed Information and its subject matter.
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18 13. If a disclosing party makes a claim of inadvertent disclosure, the receiving
19 party shall, within five business days, return or destroy all copies of the Inadvertently
20 Disclosed Information, and provide a certification of counsel that all such information has
21 been returned or destroyed.
22

23 14. Within five business days of the notification that such Inadvertently Disclosed
24 Information has been returned or destroyed, the disclosing party shall produce a privilege
25 log with respect to the Inadvertently Disclosed Information.
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1 15. Within 60 days of the final disposition of this action — including all appeals
2 — all recipients of Confidential Discovery Material must either return it — including all
3 copies thereof— to the Producing Party, or, upon permission of the Producing Party,
4 destroy such material — including all copies thereof. In either event, by the 60-day
5 deadline, the recipient must certify its return or destruction by submitting a written
6 certification to the Producing Party that affirms that it has not retained any copies,
7 abstracts, compilations, summaries, or other forms of reproducing or capturing any of the
8 Confidential Discovery Material. This provision does not apply to the Court.
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11 16. This Order will survive the termination of the litigation and will continue to be
12 binding upon all persons, other than the Court, to whom Confidential Discovery Material is
13 produced or disclosed.
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15 17. This Court will retain jurisdiction over all persons subject to this Order to the
16 extent necessary to enforce any obligations arising hereunder or to impose sanctions for
17 any contempt thereof.
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1 18. Nothing in this Protective Order is intended or should be construed as
2 authorizing or encouraging a party in this action to disobey a lawful subpoena issued in
3 another action.

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5 SO ORDERED.

6 Dated: July 15, 2015



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8 By: _____

9 ROBERT N. BLOCK
10 UNITED STATES MAGISTRATE JUDGE

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Case No. SACV13-01951-CJC (ANx)

DECLARATION

_____, swears or affirms and states under penalty of perjury:

I have read the Protective Order entered in the above-captioned case, a copy of
which is attached to this Declaration.

I have been informed by _____, Esq., counsel for
_____, that the materials described in the list attached to this Declaration
are “Confidential” as defined in the Protective Order.

I promise that I have not and will not divulge or undertake to divulge to any person
or recording device any “Confidential” material shown or told to me except as authorized
in the Protective Order. I will not use the “Confidential” material for any purpose other
than this litigation.

For the purposes of enforcing the terms of the Protective Order, I hereby submit
myself to the jurisdiction of the court in the civil action referenced above.

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I will abide by the terms of the Protective Order.

(Signature)

Address: _____

(Print or Type Name)

Telephone No.: (____) _____