

1 Keith A. Attlesey (SBN 168470)
 2 kattlesey@attleseystorm.com
 3 John P. Ward (SBN 274895)
 4 jward@attleseystorm.com
 5 ATTLESEY | STORM, LLP
 6 111 Pacifica, Suite 140
 7 Irvine, CA 92618
 8 Tel: (714) 508-4949
 9 Fax: (714) 508-0015
 10 Attorneys for Defendant Collector’s
 11 Universe, Inc.

12 **UNITED STATES DISTRICT COURT**
 13 **CENTRAL DISTRICT OF CALIFORNIA**

13	ERIC SAVOY, an individual, on his own)	CASE NO.: 8:20-cv-00632 DOC (ADSx)
14	behalf and on behalf of all others)	
15	similarly situated,)	
16	Plaintiff,)	ORDER GRANTING STIPULATED
17	vs.)	PROTECTIVE ORDER
18)	
19	COLLECTOR’S UNIVERSE, INC., dba)	
20	PROFESSIONAL SPORTS)	
21	AUTHENTICATOR, a Delaware)	
22	corporation; PWCC Marketplace, LLC,)	
23	an Oregon corporation; RICK)	
24	PROBSTEIN, an individual, dba)	
25	PROBSTEIN123, and DOES 1 through)	
26	20, inclusive,)	
27	Defendants.)	
28)	

1 The Court, having read the Stipulated Protective Order entered into by Plaintiff
2 Eric Savoy (**Savoy**) and Defendants Collectors Universe, Inc. (**Collectors**), PWCC
3 Marketplace, LLC (**PWCC**), and Rick Probststein (**Probststein**)¹, and good cause appearing
4 therefor, hereby orders as follows:
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6 IT IS HEREBY ORDERED THAT:
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- 8 1. The Parties may mark documents or other discovery responses or materials as
9 “Confidential Trade Secret Information.” Further, the Parties and their counsel
10 may indicate during depositions, or in a writing delivered to all of the Parties
11 within ten (10) days following the deposition, that certain testimony or certain
12 documents produced are Confidential Trade Secret Information.
13
14 2. All Discovery responses and materials in this case designated as Confidential
15 Trade Secret Information shall be maintained on an “attorneys’ eyes only”
16 basis, to be reviewed among the Parties’ attorneys (**Counsel**) and the following:
17
18 a. employees of Counsel to whom it is reasonably necessary to disclose the
19 information for this litigation;
20
21 b. individual Parties who have signed the “Agreement to Be Bound by
22 Protective Order” (**Exhibit A**);
23
24 c. executives of entity Parties who have signed the “Agreement to Be
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26
27 ¹ Savoy, Collectors, PWCC, and Probststein shall be referred individually as a “**Party**” or
28 collectively as the “**Parties**.” Collectors, PWCC, and Probststein shall be referred to
collectively as “**Defendants**”

1 Bound by Protective Order” (**Exhibit A**);

2 d. experts engaged by or for Counsel to whom disclosure is reasonably
3 necessary for this litigation and who have signed the “Agreement to Be
4 Bound by Protective Order” (**Exhibit A**);

5
6 e. the Court and its personnel (subject to the restrictions in Paragraph 4
7 below);

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9 f. court reporters, their staffs, and professional vendors to whom disclosure
10 is reasonably necessary for this litigation and who have signed the
11 “Agreement to Be Bound by Protective Order” (**Exhibit A**);

12
13 g. an author or intended recipient (e.g., persons “cc’d” or “bcc’d”) of the
14 document or the original source of the information.
15

16 3. Except as permitted in Paragraph 2 above, the Parties, Counsel, and the
17 signatories to the Agreement to Be Bound by Protective Order agree that they
18 shall not distribute, disseminate, disclose, publish, post, transmit, or otherwise
19 share the discovery materials, or any copies thereof, marked as Confidential
20 Trade Secret Information or any portion thereof absent further order of the
21 Court.
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25 4. In the event a Party wishes to use any discovery materials designated as
26 Confidential Trade Secret Information, or any papers containing or making
27 reference to the contents of the discovery materials designated as Confidential
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1 Trade Secret Information, in any pleading or document filed with the Court in
2 this action, the Parties shall follow the procedures outlined in the Local Rules
3 for the Central District of California, Rule 79-5.2.2.
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5 5. Counsel shall maintain an accurate and complete record of all persons and
6 entities whom they have permitted to view the discovery materials designated
7 as Confidential Trade Secret Information, including the person's or entity's
8 contact information and a description of the discovery designated as
9 Confidential Trade Secret Information that they were shown. The Court on its
10 own motion, or on the motion of any Party, may require the production of the
11 records described in this paragraph for inspection by the Court and the Parties.
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14 6. Excepting a Party's own Confidential Trade Secret Information, within
15 seven (7) days of the final disposition of this action (whether by judgment,
16 appeal, settlement, or otherwise) all of those in possession of another Party's
17 discovery materials designated as Confidential Trade Secret Information,
18 including any copies thereof, shall permanently destroy the discovery materials
19 designated as Confidential Trade Secret Information, and all copies thereof, and
20 give the Party who designated the discovery materials as Confidential Trade
21 Secret Information written notice of its destruction within seven (7) days of its
22 destruction.
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27 7. Upon an alleged violation of this Stipulated Protective Order, the Court, on
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1 its own motion, or on the motion of any Party or non-party, may grant relief as
2 it deems appropriate in law or equity.

- 3
4 8. This Stipulated Protective Order shall remain in effect and shall continue to
5 be binding forever, including after the final disposition of this action, unless
6 terminated by (a) stipulation executed by the Parties and relevant non-parties or
7 their respective Counsel; or (b) Court order for good cause shown.
- 8
9 9. Upon discovery of any unauthorized disclosure of discovery materials
10 designated as Confidential Trade Secret Information by the Parties, Counsel,
11 and the signatories to the Agreement to Be Bound by Protective Order, said
12 persons shall immediately notify the Parties of such unauthorized disclosure. In
13 the event any violation of this Stipulated Protective Order is alleged, the Parties
14 agree that they will first try to resolve any dispute in good faith on an informal
15 basis. If informal resolution is not feasible, the Parties have the right to seek
16 from the Court a resolution and remedy for the alleged violation, including all
17 of the sanctions available under Federal law. Each Party, the signatories to the
18 Agreement to Be Bound by Protective Order, and Counsel shall only be
19 responsible for their own respective breach(es) of this Stipulated Protective
20 Order.
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- 22 10. Nothing in this Stipulated Protective Order shall be construed as waiving the
23 Parties' rights to object and not respond to discovery demands, interrogatories,
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1 and questions posed at depositions concerning protected trade secret
2 information or other privileged materials.

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4 11. Should any Party object to any document demand and elect not to respond to
5 the demand based on a privilege, the Party shall produce a Privilege Log with
6 its discovery responses. The Privilege Log shall include the following
7 information: (1) date of document; (2) identity and position of recipients; (3)
8 identity and position of author; (4) document description; (5) privilege claimed;
9 and (6) present location of document.
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12 12. No discovery materials produced in this case may be used outside of this case,
13 including in any other lawsuit.
14

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16 IT IS SO ORDERED.

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18 Dated: June 23, 2020
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20
21 /s/ Autumn D. Spaeth
22 AUTUMN D. SPAETH
23 UNITED STATES MAGISTRATE JUDGE
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EXHIBIT A

AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

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3 I, _____ [print or type full name], of
4 _____ [print
5 or type employer's name and full address], declare under penalty of perjury that I have
6 read in its entirety and understand the Stipulated Protective Order (**Stipulated Protective**
7 **Order**) entered by the United States District Court, Central District of California in the
8 case of *Eric Savoy et al. v. Collectors Universe, Inc. et al.*, case no. 8:20-cv-00632 DOC
9 (ADSx)
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11
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13 I agree to comply with and to be bound by all the terms of this Stipulated Protective
14 Order. I understand and acknowledge that failure to so comply could expose me to
15 monetary and nonmonetary sanctions, including punishment in the nature of contempt. I
16 solemnly promise that I will not disclose in any manner any information or item that is
17 subject to the Stipulated Protective Order to any person or entity except in strict
18 compliance with the provisions of the Stipulated Protective Order. I further agree to
19 submit to the jurisdiction of the United States District Court, Central District of California
20 for the purpose of enforcing the terms of this Stipulated Protective Order, even if such
21 enforcement proceedings occur after this action is terminated.
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26 Signature: _____

27 Date: _____ City and State where signed: _____
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