

1 Robert W. Horton (TN SBN 17417) (Admitted *Pro Hac Vice*)
 2 *BHorton@bassberry.com*
 3 Justin A. Page (TN SBN 23815) (Admitted *Pro Hac Vice*)
 4 *JPage@bassberry.com*
 5 BASS, BERRY & SIMS PLC
 6 150 Third Avenue South, Suite 2800
 7 Nashville, TN 37201
 8 Tel. (615) 742-6200
 9 Fax (615) 742-6293

10 Tracy Thompson (SBN 88173)
 11 *tt@millerlawgroup.com*
 12 M. Michael Cole (SBN 235538)
 13 *mmc@millerlawgroup.com*
 14 MILLER LAW GROUP
 15 A Professional Corporation
 16 111 Sutter Street, Suite 700
 17 San Francisco, CA 94104
 18 Tel. (415) 464-4300
 19 Fax (415) 464-4336

20 Attorneys for Defendant
 21 KEVIN KELLY

22 UNITED STATES DISTRICT COURT
 23 EASTERN DISTRICT OF CALIFORNIA
 24 SACRAMENTO DIVISION

25 HAT WORLD, INC. d/b/a LIDS TEAM
 26 SPORTS,
 27
 28 Plaintiff,
 29
 30 v.
 31
 32 KEVIN KELLY,
 33
 34 Defendant.

Case No.: 2:12-cv-01591-LKK-EFB

**STIPULATED PROTECTIVE ORDER;
 ORDER**

Complaint filed: June 13, 2012

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MILLER LAW GROUP
 A PROFESSIONAL CORPORATION
 CALIFORNIA

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may be
5 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the
6 following Stipulated Protective Order. The parties acknowledge that this Order does not
7 confer blanket protections on all disclosures or responses to discovery and that the protection
8 it affords from public disclosure and use extends only to the limited information or items that
9 are entitled to confidential treatment under the applicable legal principles. The parties further
10 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does
11 not entitle them to file confidential information under seal; Civil Local Rule 141 sets forth the
12 procedures that must be followed and the standards that will be applied when a party seeks
13 permission from the Court to file material under seal.

14
15 2. DEFINITIONS

16 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
17 information or items under this Order.

18 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
19 generated, stored or maintained), testimony or tangible things that qualify for protection under
20 Federal Rule of Civil Procedure 26(c), including, but not limited to, trade secrets, confidential
21 research or development, or financial information that is commercially sensitive, and personal
22 information that is protected from disclosure by statute, regulation, or otherwise is entitled to
23 protection from public disclosure.

24 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
25 well as their support staff).

26 2.4 Designating Party: a Party or Non-Party that designates information or items
27 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
28 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

1 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or
2 manner in which it is generated, stored, or maintained (including, among other things,
3 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
4 responses to discovery in this matter.

5 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent
6 to the litigation who has been retained by a Party or its counsel to serve as an expert witness
7 or as a consultant in this action.

8 2.7 House Counsel: attorneys who are employees of a party to this action. House
9 Counsel does not include Outside Counsel of Record or any other outside counsel.

10 2.8 Non-Party: any natural person, partnership, corporation, association, or other
11 legal entity not named as a Party to this action.

12 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this
13 action but who are retained to represent or advise a party to this action and have appeared in
14 this action on behalf of that party or are affiliated with a law firm which has appeared on
15 behalf of that party.

16 2.10 Party: any party to this action, including all of its officers, directors, employees,
17 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

18 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
19 Material in this action.

20 2.12 Professional Vendors: persons or entities that provide litigation support services
21 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
22 organizing, storing, or retrieving data in any form or medium) and their employees and
23 subcontractors.

24 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

26 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
27 Producing Party.

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1 2.15. “Highly Confidential – Attorneys’ Eyes Only” Information or Items: “Confidential”
2 Information or Items the disclosure of which to another Party or Non-Party would create a
3 substantial risk of serious harm that could not be avoided by less restrictive means.
4

5 3. SCOPE

6 The protections conferred by this Stipulation and Order cover not only Protected
7 Material (as defined above), but also (1) any information copied or extracted from Protected
8 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3)
9 any testimony, conversations, or presentations by Parties or their Counsel that might reveal
10 Protected Material. However, the protections conferred by this Stipulation and Order do not
11 cover the following information: (a) any information that is in the public domain at the time of
12 disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a
13 Receiving Party as a result of publication not involving a violation of this Order, including
14 becoming part of the public record through trial or otherwise; and (b) any information known to
15 the Receiving Party prior to the disclosure or obtained by the Receiving Party after the
16 disclosure from a source who obtained the information lawfully and under no obligation of
17 confidentiality to the Designating Party. Any use of Protected Material at trial shall be
18 governed by a separate agreement or order.
19

20 4. DURATION

21 Even after final disposition of this litigation, the confidentiality obligations imposed by
22 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a
23 Court order otherwise directs. Final disposition shall be deemed to be the later of (1)
24 dismissal of all claims and defenses in this action, with or without prejudice; and (2) final
25 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,
26 trials, or reviews of this action, including the time limits for filing any motions or applications
27 for extension of time pursuant to applicable law.

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1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
3 Party or Non-Party that designates information or items for protection under this Order must
4 take care to limit any such designation to specific material that qualifies under the appropriate
5 standards. The Designating Party must designate for protection only those parts of material,
6 documents, items, or oral or written communications that qualify – so that other portions of the
7 material, documents, items, or communications for which protection is not warranted are not
8 swept unjustifiably within the ambit of this Order.

9 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
10 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
11 unnecessarily encumber or retard the case development process or to impose unnecessary
12 expenses and burdens on other parties) expose the Designating Party to sanctions. Any
13 Producing Party may designate as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
14 ATTORNEYS’ EYES ONLY” any material that it produces and considers in good faith to be
15 entitled to protection because it is entitled to protective treatment under Fed. R. Civ. P. 26(c),
16 including, but not limited to, any material that reveals a trade secret or other confidential
17 research, development, or financial information that is commercially sensitive, , or personal
18 information that is protected from disclosure by statute, regulation, or otherwise is entitled to
19 protection from public disclosure and meets the requirements for designation pursuant to this
20 Order.

21 If it comes to a Designating Party’s attention that information or items that it designated
22 for protection do not qualify for protection, that Designating Party must promptly notify all
23 other Parties that it is withdrawing the mistaken designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
25 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated to or
26 ordered, Disclosure or Discovery Material that qualifies for protection under this Order must
27 be clearly so designated before the material is disclosed or produced.

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1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic documents,
3 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
4 Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
5 ATTORNEYS’ EYES ONLY” to each page that contains protected material, or by
6 conspicuously identifying any such protected documents (or portions thereof) by category or
7 other identifiable means. If only a portion or portions of the material on a page qualifies for
8 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by
9 making appropriate markings in the margins). Use of the legend “HIGHLY CONFIDENTIAL”
10 shall be construed as and shall have the same meaning and effect as use of the legend
11 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

12 A Party or Non-Party that makes original documents or materials available for
13 inspection need not designate them for protection until after the inspecting Party has indicated
14 which material it would like copied and produced. During the inspection and before the
15 designation, all of the material made available for inspection shall be deemed “HIGHLY
16 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the
17 documents it wants copied and produced, the Producing Party must determine which
18 documents, or portions thereof, qualify for protection under this Order. Then, before producing
19 the specified documents, the Producing Party must affix the appropriate legend
20 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) legend to
21 each page that contains Protected Material. If only a portion or portions of the material on a
22 page qualifies for protection, the Producing Party also must clearly identify the protected
23 portion(s) (e.g., by making appropriate markings in the margins).

24 (b) for testimony given in deposition or in other pretrial or trial proceedings, that
25 the Designating Party identify on the record, before the close of the deposition, hearing, or
26 other proceeding, all “CONFIDENTIAL” AND/OR “HIGHLY CONFIDENTIAL – ATTORNEYS’
27 EYES ONLY” testimony whenever possible. If deposition testimony is designated as “HIGHLY
28 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” any individuals other than the testifying

1 party, Outside Counsel, court reporters, and other individuals as described in Section 7.3(a)-
2 (b) shall be excluded from the deposition for the time period during which testimony is so
3 designated. Alternatively, a disclosing or designating party may designate portions of
4 depositions as CONFIDENTIAL by no later than fifteen (15) business days after receipt of the
5 deposition transcript, informing the other parties to this action in writing of the portions of the
6 transcript so designated. All transcripts or recordings of depositions shall be treated as
7 CONFIDENTIAL for fifteen (15) days after receipt of the transcript or recording, or until either
8 written notice of a designation or written notice that no designation will be made is received
9 from all Parties, whichever occurs first.¹

10 (c) for information produced in some form other than documentary and for any
11 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
12 container or containers in which the information or item is stored the legend
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or by
14 identifying any such information (or portions thereof) by category, box number, or some other
15 identifiable means. If only a portion or portions of the information or item warrant protection,
16 the Producing Party, to the extent practicable, shall identify the protected portion(s).

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
18 designate qualified information or items does not, standing alone, waive the Designating
19 Party’s right to secure protection under this Order for such material. Upon timely correction of
20 a designation, the Receiving Party must make reasonable efforts to assure that the material is

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22 _____
23 ¹ The parties did not stipulate to the provisions set forth herein as Section 5.2(b). Rather, the
24 parties stated their respective positions in their Joint Rule 26(f) Conference Statement, Dckt.
25 No. 70 at 3-5, and requested the court’s guidance. See Dckt. No. 71 at 6. After considering
26 each party’s position, the undersigned finds that the provisions included herein as Section
27 5.2(b) are appropriate in order to protect the parties’ confidential trade secrets and business
28 information, and that the risk of disclosure of information designated as “Highly Confidential –
Attorneys’ Eyes Only” (which only includes information that “would create a substantial risk of
serious harm that could not be avoided by less restrictive means”) to competitors outweighs
the risk that the provisions in Section 5.2(b) would impair the parties’ ability to prosecute or
defend the claims, especially since the parties’ attorneys will have access to all information
and will be present at all depositions.

1 treated in accordance with the provisions of this Order.

2
3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
5 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
6 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
7 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
8 challenge a confidentiality designation by electing not to mount a challenge promptly after the
9 original designation is disclosed. A failure or decision by a Party not to challenge a
10 confidentiality designation shall not be construed as an admission by that Party or used as
11 evidence against that Party that such material is confidential or is otherwise subject to
12 confidential treatment under the applicable legal principles.

13 6.2 Meet and Confer. In the event of a challenge to a confidentiality designation
14 under this Order, the parties shall attempt to resolve each challenge in good faith and must
15 begin the process by conferring directly (in voice to voice dialogue; other forms of
16 communication are not sufficient) within 14 days of the date of service of notice. In conferring,
17 the Challenging Party must explain the basis for its belief that the confidentiality designation
18 was not proper and must give the Designating Party an opportunity to review the designated
19 material, to reconsider the circumstances, and, if no change in designation is offered, to
20 explain the basis for the chosen designation. A Challenging Party may proceed to the next
21 stage of the challenge process only if it has engaged in this meet and confer process first or
22 establishes that the Designating Party is unwilling to participate in the meet and confer
23 process in a timely manner.

24 6.3 Judicial Intervention. A Party that elects to press a challenge to a confidentiality
25 designation pursuant to this Order after considering the justification offered by the
26 Designating Party may file and serve a motion with the Court that identifies the challenged
27 Protected Material and sets forth in detail the basis of the challenge. Each such motion must
28 be accompanied by a competent declaration affirming that the movant has complied with the

1 meet and confer requirements imposed in the preceding paragraph.

2 The burden of persuasion in any such challenge proceeding shall be on the
3 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
4 harass or impose unnecessary expenses and burdens on other parties) may expose the
5 Challenging Party to sanctions. All parties shall continue to afford the material in question the
6 level of protection to which it is entitled under the Producing Party's designation until the court
7 rules on the challenge.

8
9 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

10 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed
11 or produced by another Party or by a Non-Party in connection with this case only for
12 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be
13 disclosed only to the categories of persons and under the conditions described in this Order.
14 When the litigation has been terminated, a Receiving Party must comply with the provisions of
15 section 13 below (FINAL DISPOSITION).

16 Protected Material must be stored and maintained by a Receiving Party at a location
17 and in a secure manner that ensures that access is limited to the persons authorized under
18 this Order.

19 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered
20 by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose
21 any information or item designated "CONFIDENTIAL" only to:

22 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
23 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose
24 the information for this litigation;

25 (b) the officers, directors, and employees (including House Counsel) of the
26 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
27 signed the "Acknowledgment and Agreement to Be Bound" (**Exhibit A**);

28 (c) Experts (as defined in this Order) of the Receiving Party to whom

1 disclosure is reasonably necessary for this litigation and who have signed the
2 “Acknowledgment and Agreement to Be Bound” (**Exhibit A**);

3 (d) the Court and its personnel;

4 (e) court reporters and their staff, professional jury or trial consultants, mock
5 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this
6 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
7 (**Exhibit A**);

8 (f) during their depositions, witnesses in the action to whom disclosure is
9 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be
10 Bound” (**Exhibit A**), unless otherwise agreed by the Designating Party or ordered by the
11 Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal
12 Protected Material must be separately bound by the court reporter and may not be disclosed
13 to anyone except as permitted under this Stipulated Protective Order.

14 (g) the author or recipient of a document containing the information or a
15 custodian or other person who otherwise possessed or knew the information.

16 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
17 Information or Items. Unless otherwise ordered by the Court or permitted in writing by the
18 Party or Non-Party whose confidentiality interest is being protected by the designation of
19 Disclosure or Discovery Material as Protected Material, a Receiving Party may disclose any
20 information or items designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
21 only:

22 (a) to the Receiving Party’s Outside Counsel in this action, as well as
23 employees of said Outside Counsel to whom it is reasonably necessary to disclose the
24 information for this litigation;

25 (b) Experts or consultants to whom disclosure is reasonably necessary for
26 this litigation and who have signed an “Agreement to Be Bound by Protective Order” in the
27 form attached hereto as **Exhibit A**;

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
2 LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation that
4 compels disclosure of any information or items designated in this action as “CONFIDENTIAL”
5 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification shall
7 include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to
9 issue in the other litigation that some or all of the material covered by the subpoena or order
10 is subject to this Protective Order. Such notification shall include a copy of this Stipulated
11 Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be
13 pursued by the Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with the
15 subpoena or court order shall not produce any information designated in this action as
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a
17 determination by the court from which the subpoena or order issued, unless the Party has
18 obtained the Designating Party’s permission. The Designating Party shall bear the burden
19 and expense of seeking protection in that court of its confidential material – and nothing in
20 these provisions should be construed as authorizing or encouraging a Receiving Party in this
21 action to disobey a lawful directive from another court.

22
23 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
24 LITIGATION

25 (a) The terms of this Order are applicable to information produced by a Non-
26 Party in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
27 ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with
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1 this litigation is protected by the remedies and relief provided by this Order. Nothing in these
2 provisions should be construed as prohibiting a Non-Party from seeking additional
3 protections.

4 (b) In the event that a Party is required, by a valid discovery request, to
5 produce a Non-Party's confidential information in its possession, and the Party is subject to
6 an agreement with the Non-Party not to produce the Non-Party's confidential information,
7 then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-Party
9 that some or all of the information requested is subject to a confidentiality agreement with a
10 Non-Party;

11 (2) promptly provide the Non-Party with a copy of the Stipulated
12 Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific
13 description of the information requested; and

14 (3) make the information requested available for inspection by the
15 Non-Party.

16 (c) If the Non-Party fails to object or seek a protective order from this court
17 within 14 days of receiving the notice and accompanying information, the Receiving Party
18 may produce the Non-Party's confidential information responsive to the discovery request. If
19 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
20 information in its possession or control that is subject to the confidentiality agreement with the
21 Non-Party before a determination by the court.² Absent a court order to the contrary, the
22 Non-Party shall bear the burden and expense of seeking protection in this court of its
23 Protected Material.

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27 ² The purpose of this provision is to alert the interested parties to the existence of
28 confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its
confidentiality interests in this court.

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this Stipulated
4 Protective Order, the Receiving Party must immediately (a) notify in writing the Designating
5 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized
6 copies of the Protected Material, (c) inform the person or persons to whom unauthorized
7 disclosures were made of all the terms of this Order, and (d) request such person or persons
8 to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as
9 **Exhibit A.**

10
11 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
12 MATERIAL

13 When a Producing Party gives notice to Receiving Parties that certain inadvertently
14 produced material is subject to a claim of privilege or other protection, the obligations of the
15 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
16 provision is not intended to modify whatever procedure may be established in an e-discovery
17 order that provides for production without prior privilege review. Pursuant to Federal Rule of
18 Evidence 502(d) and (e), insofar as the Parties reach an agreement on the effect of
19 disclosure of a communication or information covered by the attorney-client privilege or work
20 product protection, the parties may incorporate their agreement in the stipulated protective
21 order submitted to the court.

22
23 12. MISCELLANEOUS

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
25 seek its modification by the Court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
27 Order no Party waives any right it otherwise would have to object to disclosing or producing
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1 any information or item on any ground not addressed in this Stipulated Protective Order.
2 Similarly, no Party waives any right to object on any ground to use in evidence of any of the
3 material covered by this Protective Order.

4 12.3 Filing Protected Material. Without written permission from the Designating Party
5 or a court order secured after appropriate notice to all interested persons, a Party may not file
6 in the public record in this action any Protected Material. A Party that seeks to file under seal
7 any Protected Material must comply with Civil Local Rule 141. Protected Material may only be
8 filed under seal pursuant to a court order authorizing the sealing of the specific Protected
9 Material at issue. Pursuant to Civil Local Rule 141, a sealing order will issue only upon a
10 request establishing that the Protected Material at issue is privileged, protectable as a trade
11 secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file
12 Protected Material under seal pursuant to Civil Local Rule 141 is denied by the Court, then
13 the Receiving Party may file the information in the public record unless otherwise instructed
14 by the court.

15
16 **13. FINAL DISPOSITION**

17 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
18 Receiving Party must return all Protected Material to the Producing Party or destroy such
19 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,
20 compilations, summaries, and any other format reproducing or capturing any of the Protected
21 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must
22 submit a written certification to the Producing Party (and, if not the same person or entity, to
23 the Designating Party) by the 60 day deadline that (1) identifies (by category, where
24 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the
25 Receiving Party has not retained any copies, abstracts, compilations, summaries or any other
26 format reproducing or capturing any of the Protected Material. Notwithstanding this provision,
27 Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial,
28 deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial

1 exhibits, expert reports, attorney work product, and consultant and expert work product, even
2 if such materials contain Protected Material. Any such archival copies that contain or
3 constitute Protected Material remain subject to this Protective Order as set forth in Section 4
4 (DURATION).

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6
7 Dated: August 21, 2012

BASS, BERRY & SIMS PLC

8 By: _____ /s/ Justin A. Page
9 Justin A. Page
10 Attorneys for Plaintiff
11 HAT WORLD, INC.

12 Dated: August 21, 2012

MILLER LAW GROUP
A Professional Corporation

13 By: _____ /s/ Tracy Thompson
14 Tracy Thompson
15 M. Michael Cole
16 Attorneys for Defendant
17 KEVIN KELLY

18 PURSUANT TO STIPULATION, IT IS SO ORDERED.

19 Dated: August 21, 2012


EDMUND F. BRENNAN
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I have
read in its entirety and understand the Stipulated Protective Order that was issued by the
United States District Court for the Eastern District of California on [date] in the case of ***Hat
World, Inc. d/b/a Lids Team Sports v. Kevin Kelly, Case No. 12-cv-01591***. I agree to
comply with and to be bound by all the terms of this Stipulated Protective Order and
I understand and acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in any
manner any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Eastern District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone
number] as my California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
[printed name]

Signature: _____
[signature]