Pecover et al v. Elect	ronic Arts Inc.	Doc						
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8	UNITED STA	TES DISTRICT COURT						
9	NORTHERN DI	STRICT OF CALIFORNIA						
10	OAKI	AND DIVISION						
11	GEOFFREY PECOVER and ANDREW							
12	OWENS, on behalf of themselves and a class of persons similarly situated,							
13	Plaintiffs,	Case No. 08-CV-02820 CW						
14	V.	STIPULATION AND [PROPOSED] ORDER SUPPLEMENTING STIPULATED						
15	ELECTRONIC ARTS INC., a Delaware	PROTECTIVE ORDER REGARDING CONFIDENTIALITY OF						
16	corporation, et al.,	NON-PARTY NFL PLAYERS'						
17	Defendants.	DOCUMENTS AND MATERIALS						
18								
19	In order to protect confidential information obtained from non-party Nation							
20	Football League Players Incorporated ("NF	L Players") in connection with the above-captioned						
21	action, Plaintiffs and Defendant Electronic Arts, Inc. ("EA," and collectively with Plaintiffs, the							
22	"Parties"), by and through their undersigne	d attorneys, hereby stipulate as follows:						
23		plements the Stipulated Protective Order Regarding						
24		s that was So Ordered by the Court in the above-						
25	captioned action on January 20, 2009 ("Pro	·						
26	caphoned action on sundary 20, 2007 (Tre	1. Dec Del 110. 32.						
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1	2.	In add	ition to the provisions and protections contained in the Protective			
2	Order, the following shall apply to documents and information produced by NFL Players in					
3	connection with this ac	ction.				
4	3.	NFL P	layers may designate any materials, including interrogatory			
5	responses, other discovery responses, or transcripts, as "Confidential – Outside Counsel Only" if					
6	it reasonably and in good faith believes that such document contains confidential information so					
7	commercially sensitive that the protections afforded by the Protective Order are insufficient to					
8	adequately protect the interests of NFL Players.					
9	4.	The Pa	arties acknowledge and agree that examples of an appropriate			
10	"Confidential – Outsid	le Cour	nsel Only" designation include internal NFL Players			
11	communications discus	ssing t	he negotiation of the terms of licensing agreements between NFL			
12	Players and EA, as well as the terms of licensing agreements between NFL Players and licensees					
13	other than EA.					
14	5.	Except	as expressly provided below, any document produced by NFL			
15	Players and designated	l "Con	fidential - Outside Counsel Only" may be used only for purposes of			
16	this action and shall no	ot be gi	ven, shown, made available or communicated in any way to anyone			
17	except:					
18	:	a.	the Court, court personnel and court reporters;			
19		b.	outside litigation counsel of record to the Parties, including the			
20			legal associates and clerical or other support staff who are			
21			employed by such counsel and are working under the express			
22			direction of such counsel;			
23		c.	court reporters who record deposition or other testimony in the			
24			litigation;			
25		d.	consultants or experts retained by the Parties;			
26		e.	any person who is indicated on the face of a document to have			
27			been an author, addressee or copy recipient thereof;			
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- f. any person whom NFL Players agrees to in writing prior to any such disclosure.
- g. persons or entities that provide litigation support services (*e.g.*, photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and their employees and subcontractors
- 6. Counsel for the Parties shall obtain from all persons who are given access to any documents produced by NFL Players, including documents designated "Confidential Outside Counsel Only," written acknowledgement that such persons have read, understand, and will comply with the terms of the Protective Order and this stipulation supplementing the Protective Order.
- 7. In the event that a party deems it necessary to disclose any document designated as "Confidential Outside Counsel Only" to any person not specified in Paragraph 5, that party shall notify counsel for NFL Players in writing of: (i) the document it wishes to disclose; and (ii) the persons to whom such disclosure is to be made. The proposed disclosure shall not be made absent written permission from NFL Players, unless the party wishing to make the disclosure obtains an order from the United States District Court for the District of Columbia permitting the proposed disclosure.
- 8. Any document designated as "Confidential Outside Counsel Only" that is used in connection with any court proceeding shall not lose its outside counsel only status through such use, and the parties shall take all steps reasonably required to protect its confidentiality during such use, including the notice and filing under seal procedures provided in paragraphs 13, 15, and 16 of the Protective Order.
- 9. The parties agree that any documents produced by NFL Players, however designated, will be treated in accordance with the Protective Order and this stipulation supplementing the Protective Order, and will not be shown or in any way provided to any third party, including during the deposition of other third parties, unless the third party otherwise satisfies an exception to gain access to such confidential information.

1	10. The United States Di	strict Court for the District of Columbia shall retain			
2	jurisdiction over all disputes relating to any subpoena issued by that court to non-party NFL				
3	Players, including the jurisdiction to resolve	e any motion for a protective order brought by NFL			
4	Players pursuant to Fed. R. Civ. P. 45(c).				
5	IT IS SO STIPULATED.				
6	DATED: November 29, 2011	HAGENS BERMAN SOBOL SHAPIRO LLP			
7					
8		By /s/ Shana E. Scarlett SHANA E. SCARLETT			
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10		Berkeley, CA 94710 Telephone: (510) 725-3000			
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15		Facsimile: (866) 734-0622 stuart@smplegal.com			
16		Steve W. Berman (<i>Pro Hac Vice</i>) HAGENS BERMAN SOBOL SHAPIRO LLP			
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18		Telephone: (206) 623-7292 Facsimile: (206) 623-0594			
19		steve@hbsslaw.com			
20		Class Counsel			
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1	DATED: November 29, 2011	LATHAM & WATKINS LLP	
2		By/s/ Timothy L. O'Mara TIMOTHY L. O'MARA	_
3			
4		Daniel M. Wall (102580) Kirsten M. Ferguson (252781)	
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8		dan.wall@lw.com kirsten.ferguson@lw.com	
9		Attorneys for Defendant Electronic Arts Inc.	
10			
11	IT IS SO ORDERED.		
12	10/0/0014	C1 1 1 2 11	
13	DATED: 12/2/2011	Chrolielen	
14		The Honorable Claudia Wilken U.S. DISTRICT COURT JUDGE	
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CASE NO. 08-CV-02820 CW

STIPULATION AND [PROPOSED] ORDER

CERTIFICATE OF SERVICE

I hereby certify that on November 29, 2011, I electronically filed the foregoing document using the CM/ECF system which will send notification of such filing to the e-mail addresses registered in the CM/ECF system, as denoted on the Electronic Mail Notice List, and I hereby certify that I have mailed a paper copy of the foregoing document via the United States Postal Service to the non-CM/ECF participants indicated on the Manual Notice List generated by the CM/ECF system.

/s/ Shana E. Scarlett SHANA E. SCARLETT