Pecover et al v. Electronic Arts Inc. Doc. 321

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Class Counsel

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

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| GEOFFREY PECOVER and ANDREW OWENS, on behalf of themselves and a class of person similarly situated,<br><br>Plaintiffs,<br><br>v.<br><br>ELECTRONIC ARTS INC., a Delaware Corporation,<br><br>Defendant. | No. 08-cv-02820 CW<br><br>STIPULATION AND ~~[PROPOSED]~~ ORDER SUPPLEMENTING STIPULATED PROTECTIVE ORDER REGARDING CONFIDENTIALITY OF NON-PARTY CLC DOCUMENTS AND MATERIALS<br><br>ACTION FILED: June 5, 2008 |



Dockets.Justia.com

In order to protect confidential information obtained from non-party The Collegiate Licensing Company ("CLC") in connection with the above-captioned action, Plaintiffs and Defendant Electronic Arts, Inc. ("EA," and collectively with Plaintiffs, the "Parties"), by and through their undersigned attorneys, hereby stipulate as follows:

1. This stipulation supplements the Stipulated Protective Order Regarding Confidentiality of Documents and Materials that was ordered by the Court in the above-captioned action on January 20, 2009 ("Protective Order"). *See* ECF No. 32.

2. In addition to the provisions and protections contained in the Protective Order, the following shall apply to documents and information produced by CLC in connection with this action.

3. CLC may designate any materials, including interrogatory responses, other discovery responses, or transcripts, as "OUTSIDE COUNSEL ONLY" if it reasonably and in good faith believes that such document contains confidential information so commercially sensitive that the protections afforded by the Protective Order are insufficient to adequately protect the interests of CLC. CLC Documents designated "COUNSEL ONLY" in *In re NCAA Student-Athlete Name & Likeness Licensing Litigation*, No. 3:09cv1967 (the "*NCAA* Action"), shall be deemed designated "OUTSIDE COUNSEL ONLY" in this litigation and for purposes of this stipulation. Accordingly, the restrictions and protections, discussed below, which the parties shall afford to materials designated as "OUTSIDE COUNSEL ONLY" shall apply to any materials produced by CLC in the NCAA Action and designated as "COUNSEL ONLY."

4. The Parties acknowledge and agree that examples of an appropriate "OUTSIDE COUNSEL ONLY" designation include internal CLC communications discussing the negotiation of the terms of licensing agreements between CLC and EA, as well as the terms of licensing agreements between CLC and licensees other than EA.

5. Except as expressly provided below, any document produced by CLC and designated "OUTSIDE COUNSEL ONLY" may be used only for purposes of this action and shall not be given, shown, made available or communicated in any way to anyone except:

a. the Court, court personnel and court reporters;

b. outside litigation counsel of record to the Parties, including the legal associates and clerical or other support staff who are employed by such counsel and are working under the express direction of such counsel;

c. court reporters who record deposition or other testimony in the litigation;

d. consultants or experts retained by the Parties;

e. any person who is indicated on the face of a document to have been an author, addressee or copy recipient thereof;

f. any person whom CLC 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 CLC, including documents designated "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 "OUTSIDE COUNSEL ONLY" to any person not specified in Paragraph 5, that party shall notify counsel for CLC 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 CLC, unless the party wishing to make the disclosure obtains an order from the United States District Court for the Northern District of Georgia permitting the proposed disclosure.

8. Any document designated as "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 CLC, 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.

**IT IS SO STIPULATED.**

DATED: February 24, 2012

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DATED: February 24, 2012

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*Attorneys for Third-Party Collegiate Licensing Company*

* * *

IT IS SO ORDERED.

DATED: 2/28/2012

HONORABLE CLAUDIA WILKEN
UNITED STATES DISTRICT COURT JUDGE

## CERTIFICATE OF SERVICE

I hereby certify that on February 24, 2012, 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