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UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

NEILMED PRODUCTS, INC. dba NEILMED
 PHARMACEUTICALS, INC., a California
 corporation,
 Plaintiff,
 v.
 TECHWORLD CORPORATION, INC., a
 Nevada corporation, and DOES 1-10 inclusive,
 Defendant.

Case No.: 4:10-cv-04330-PJH

**[PROPOSED] STIPULATED
 PROTECTIVE ORDER**

1 **STIPULATED PROTECTIVE ORDER**

2 Discovery sought by the parties in the above-captioned case may involve the production
3 of documents and things containing confidential information and witnesses whose testimony
4 may concern matters that are of a confidential nature. For good cause shown, pursuant to
5 Federal Rules of Civil Procedure 26(c) and 29, and pursuant to stipulation of plaintiff and
6 counterclaim-defendant NeilMed Products, Inc. d/b/a NeilMed Pharmaceuticals, Inc
7 (“NeilMed”) and defendant and counterclaimant TechWorld Corporation, Inc. (“TechWorld”),
8 by and through their respective counsel of record, **IT IS HEREBY ORDERED THAT:**

9 1. Certain discovery and/or testimony in this case is likely to involve materials
10 which constitute, contain, or reveal proprietary or confidential information of a business and/or
11 financial nature concerning NeilMed and TechWorld. The unauthorized release of any such
12 information could cause particular, significant harm to the parties and non-parties.

13 2. As used herein, “Confidential Information” means information in written, oral,
14 electronic, graphic/pictorial, audiovisual, or other form, whether it be a document, information
15 contained in a document, information revealed during deposition, information revealed in an
16 interrogatory answer or otherwise, (a) which constitutes or contains trade secret or other
17 confidential or proprietary research, development, or commercial information that has not been
18 made public, and (b) the disclosure of which information may have the effect of harming the
19 competitive position of the producing party or violating an obligation of confidentiality to a third
20 person.

21 3. All documents or information designated as Confidential Information shall bear
22 the designation “CONFIDENTIAL” or “CONFIDENTIAL - ATTORNEYS’ EYES ONLY.” A
23 designation of a document or information as “CONFIDENTIAL” shall be made in good faith and
24 on the basis that the document or information so designated represents non-public confidential or
25 proprietary business and/or financial information of the party making the designation. A
26 designation of material as “CONFIDENTIAL - ATTORNEYS’ EYES ONLY” shall be made in
27 good faith and on the basis that the document or information so designated represents non-
28

1 public, highly confidential or proprietary business information, or extraordinarily sensitive
2 confidential or proprietary technical information.

3 4. Documents or information which a party deems to be Confidential Information
4 shall be so designated at the time the party or non-party produces it, at the time the testimony is
5 given, or within ten (10) business days of receiving a transcript of a deposition containing
6 Confidential Information. If documents are produced for inspection, no designation need be
7 made before or during the production by inspection, and such documents shall be deemed
8 "CONFIDENTIAL - ATTORNEYS' EYES ONLY" during the inspection and until such time as
9 the producing party provides a different designation. The parties may agree to modify these
10 deadlines by agreement in order to facilitate discovery. In the event that a party or non-party
11 discovers that it inadvertently produced material that it should have designated as Confidential
12 Information, the party may so designate such material as Confidential Information, by providing
13 proper notice, and any such material so designated shall be deemed as having been designated as
14 Confidential Information, from the time such notice is received. Disclosure of Confidential
15 Information, information to persons not authorized to receive such information prior to this
16 receipt of notice will not be deemed a violation of this Order, however, those persons to whom
17 disclosure was made are to be advised that the material disclosed is Confidential Information,
18 and must be treated in accordance with this Order.

19 5. Except as otherwise agreed, all Confidential Information produced during
20 discovery, including deposition transcripts, documents (produced pursuant to document requests,
21 subpoenas, or otherwise), interrogatory answers, and Confidential Information produced or
22 created in the course of this litigation, shall be used solely for the purpose of this litigation, and
23 shall not be used for any other purpose, including any business or competitive purpose, or in any
24 other litigation or legal proceeding.

25 6. If any party objects to the designation of any material or information as
26 Confidential Information, the objecting party shall inform the party so designating the material,
27 in writing, that it should not be so deemed. If after reasonable efforts the parties cannot resolve
28 their differences concerning the designation of material as Confidential Information any party

1 may seek an order from this Court determining whether the material should be deemed
2 Confidential Information. The party designating the information or material as Confidential
3 Information shall bear the burden of proof in any such proceeding. Any material designated as
4 Confidential Information, shall continue to have such status until the parties agree otherwise in
5 writing, or until the Court rules that the material shall not be deemed Confidential Information,
6 information.

7 7. Except as provided otherwise herein, Confidential Information may only be
8 reviewed by or disclosed to a "Qualified Person."

9 8. As used herein, the term Qualified Person with respect to documents or
10 information designated as "CONFIDENTIAL" shall be limited to: (a) this Court and its staff; (b)
11 outside trial counsel for the parties (including associate counsel and clerical, secretarial,
12 paralegal and support staff); (c) the parties, including in-house counsel (except that Confidential
13 Information and documents shall be disclosed only to those employees or members of a party
14 who must be shown the Confidential Information or documents on a need-to-know basis for such
15 party to prepare or explain its case or defenses in this action); (d) experts and consultants not
16 regularly employed by a party but retained by any party to assist or participate in this litigation;
17 (e) court reporters or other persons recording testimony or arguments in this matter; and (f) any
18 other person designated by written agreement of the parties or order of the Court after notice to
19 all parties.

20 9. As used herein, the term Qualified Person with respect to documents or
21 information designated as "CONFIDENTIAL - ATTORNEYS' EYES ONLY" shall be limited
22 to: (a) this Court and its staff; (b) outside trial counsel for the parties (including associate counsel
23 and clerical, secretarial, paralegal and support staff); (c) in-house counsel of the parties; (d)
24 experts and consultants not regularly employed by a party but retained by any party to assist or
25 participate in this litigation; (e) court reporters or other persons recording testimony or
26 arguments in this matter; and (f) any other person designated by written agreement of the parties
27 or order of the Court after notice to all parties.

1 10. Confidential Information may be disclosed to a Qualified Person only if such
2 Qualified Person executes the Acknowledgment To Be Bound By Protective Order attached
3 hereto as Exhibit A, which shall be provided to the parties upon execution. Counsel wishing to
4 disclose such information to such a Qualified Person shall first provide the producing party with
5 written notice of such intent no less than five (5) business days prior to such disclosure, together
6 with a copy of such Qualified Person's C.V. or similar document. If the producing party objects
7 within such five (5) day period, no disclosure to such Qualified Person shall be made unless: (a)
8 permitted by Order of the Court; or (b) agreed to in writing between the producing party and
9 disclosing party. The party objecting to disclosure to such Qualified Person shall bear the burden
10 to show that such disclosure is likely to cause actual competitive harm to the objecting party.

11 11. Nothing contained herein shall prevent any party, non-party, or its counsel from
12 disclosing its own Confidential Information as it deems appropriate.

13 12. Nothing contained herein shall bar or otherwise restrict an attorney for a party
14 from rendering advice to his or her client with respect to this litigation by communicating with a
15 non-Qualified Person within the client and, in the course thereof, referring to or relying upon the
16 attorney's examination of Confidential Information, provided that such attorney shall not
17 disclose or relate any specific Confidential Information.

18 13. Nothing contained herein shall be construed to prevent any person, including a
19 Qualified Person, from making use of Confidential Information that (a) was lawfully in his or her
20 possession prior to receipt from the disclosing party; (b) appears in any published material
21 available to the general public without fault of the disclosing party; (c) was or is hereafter
22 obtained from a source or sources not under an obligation of secrecy to the producing party or
23 parties without fault of the disclosing party; or (d) is exempted from this Protective Order by
24 written consent of the party designating the Confidential Information.

25 14. To the extent that any party desires to file any document containing Confidential
26 Information under seal in this case, such party must comply with the Court's Standing Order for
27 Cases Involving Sealed or Confidential Documents, as well as Northern District of California
28 Civ. L.R. 79-5.

1 15. The inadvertent or unintentional production by a party or non-party of any
2 privileged or otherwise protected information shall not be deemed a waiver or an impairment of
3 any claim of privilege or protection, including without limitation the attorney-client privilege and
4 the protection afforded by the attorney work-product doctrine. Within five (5) business days
5 after receiving written notice from a producing party that privileged information, including
6 copies or summaries thereof, has been inadvertently produced, the party receiving such notice
7 shall return all such privileged information to the producing party and, if a document, all copies
8 of that document shall be destroyed. A party that returns privileged information after receipt of
9 notice may retain information not claimed to be privileged that is sufficient to identify the
10 document or other information that it returns (such as production numbers, document title and
11 the number of pages), but may do so solely for the purpose of promptly challenging the
12 privileged status and/or inadvertent waiver status of the document or information. This
13 paragraph shall not prejudice the right of any party to challenge a producing party's claim that
14 information is privileged on any grounds.

15 16. Upon termination of this litigation and at the request of the designating party,
16 each person or party to whom Confidential Information has been furnished or produced shall be
17 obliged to return the Confidential Information, including any copies. In lieu of returning the
18 Confidential Information, and only if the designating party agrees, the Confidential Information
19 may be shredded or destroyed in a similar destructive manner, provided that said destruction is
20 verified by an affidavit provided to the designating party. Notwithstanding the above, outside
21 trial counsel for the parties may retain one copy of all pleadings for their respective files.

22 17. Insofar as this Protective Order restricts the communication and use of documents
23 or information produced hereunder, this Protective Order shall continue to be binding after the
24 termination of this litigation.

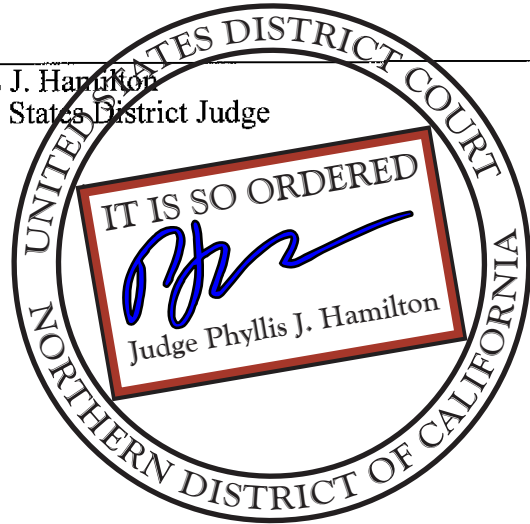
25 18. The attorneys of record may modify any terms of this Protective Order by written
26 agreement provided that such modifications are filed with the Court. Nothing in this Protective
27 Order shall be deemed to preclude any party or non-party from seeking and obtaining, on an
28 appropriate showing and after attempting to obtain agreement by any opposing party,

1 modification of this Protective Order with respect to the confidentiality of documents or other
2 material.

3 Respectfully submitted this 11th day of February, 2011.

4
5 SO ORDERED THIS 15th DAY OF February, 2011

6
7 Phyllis J. Hamilton
8 United States District Judge



1 AGREED AND CONSENTED TO BY:

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Counsel for Defendant
Techworld Corporation, Inc.

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1 EXHIBIT A

2 UNITED STATES DISTRICT COURT
3 NORTHERN DISTRICT OF CALIFORNIA

4 NEILMED PRODUCTS, INC. dba NEILMED
5 PHARMACEUTICALS, INC., a California
6 corporation,

7 Plaintiff,

Case No.: 4:10-cv-04330-PJH

8 vs.

9 TECHWORLD CORPORATION, INC., a
Nevada corporation, and DOES 1-10 inclusive,

10 Defendants.

11
12 **ACKNOWLEDGMENT TO BE BOUND BY PROTECTIVE ORDER**

13 I, _____, have received a copy of, read, and understand the
14 attached Stipulated Protective Order, and I agree to abide fully by its terms.
15

16
17 Date: _____

Signature