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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

NOUVEAU MODEL AND TALENT
MANAGEMENT, a California
Corporation

Plaintiffs,

v.

EASTER UNLIMITED, INC., a New York
Corporation; FUNWORLD, INC., a
New York Corporation; PONY EXPRESS
CREATIONS, INC., a California
Corporation; and DOES 1 through 30
inclusive,

Defendants.

Case No. 11cv0567 MMA NLS

STIPULATED PROTECTIVE ORDER
[Docket No. 15.]

1 TERMS

2

3 3. Each party to this litigation that produces or discloses any materials,
4 answers to interrogatories, responses to requests for admission, trial testimony, deposition
5 testimony, and transcripts of trial testimony and depositions, or information that the
6 producing party believes should be subject to this Protective Order may designate the same
7 as "CONFIDENTIAL."

8

9 4. Any party may designate information as "CONFIDENTIAL" only if, in
10 the good faith belief of such party and its counsel, the unrestricted disclosure of such
11 information could be potentially prejudicial to the business or operations of such party.

12

13 5. Whenever a deposition taken on behalf of any party involves a
14 disclosure of Confidential Information of any party:

15

16 a. said deposition or portions thereof shall be designated as containing
17 Confidential Information subject to the provisions of this Order; such designation shall be
18 made on the record whenever possible, but a party may designate portions of depositions as
19 containing Confidential Information after transcription of the proceedings; a party shall have
20 until fifteen (15) days after receipt of the deposition transcript to inform the other party or
21 parties to the action of the portions of the transcript designated "CONFIDENTIAL;" and

22

23 b. the originals of said deposition transcripts and all copies thereof shall
24 bear the legend "CONFIDENTIAL."

25

26 6. All Confidential Information designated as "CONFIDENTIAL" shall
27 not be disclosed by the receiving party to anyone other than those persons designated herein
28 and shall be handled in the manner set forth below and, in any event, shall not be used for

1 any purpose other than in connection with this litigation, unless and until such designation is
2 removed either by agreement of the parties, or by order of the Court.

3
4 7. Information designated "CONFIDENTIAL" shall be viewed only by
5 the following individuals:

6
7 a. Counsel of record for the parties, their employees, their staff, and their
8 support personnel (including any outside vendor for simple reproduction, computer
9 scanning, or photocopying).

10
11 b. Consultants and experts retained or consulted by counsel for the parties,
12 provided that such consultants or experts, prior to being given access to Confidential
13 Information, are informed of the existence and contents of this Order, agree to be bound by
14 its terms, and execute an agreement in the form specified in Attachment A hereto.

15
16 c. The parties to this case, and their officers, directors, and employees
17 provided that any such person, prior to being given access to Confidential Information, shall
18 be informed of the existence and contents of this Protective Order, shall agree to be bound
19 by its terms, and shall execute an agreement in the form specified in Attachment A hereto.

20
21 d. Providers of litigation support services engaged to provide services in
22 this litigation to attorneys of record in this action.

23
24 e. Deponents or third party witnesses who are given a copy of this Order
25 and agree to be bound by the obligations of confidentiality and nondisclosure as set forth
26 herein, and either (i) execute an agreement in the form specified in Attachment A hereto or
27 (ii) orally agree on the record during a deposition to be bound by the terms of this Order,
28 with the order made part of the record.

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f. The Court, its authorized personnel, and the jury.

g. The court reporter and videographer (if any) present at any hearing, deposition, or trial.

h. Percipient witnesses (other than expert witnesses and consultants), but only when counsel showing a percipient witness information designated as CONFIDENTIAL has a present good faith belief that the percipient witness may have relevant testimony to offer as to the particular information designated as CONFIDENTIAL. In such instance, prior to being given access to the information designated as CONFIDENTIAL, the percipient witness must be informed of the existence and contents of this Order, agree to be bound by its terms, and execute an agreement in the form specified in Attachment A hereto.

8. No Confidential Information received by any party or counsel in this lawsuit may be revealed or disclosed to any person or entity not described above.

9. With respect to material designated "CONFIDENTIAL," any person indicated on the face of the document to be its originator, author or a recipient of a copy thereof, may be shown the same.

10. All information which has been designated as "CONFIDENTIAL" by the producing or disclosing party, and any and all reproductions thereof, shall be retained in the custody of the counsel for the receiving party, except that consultants and experts authorized to view such information under the terms of this Order may retain custody of copies such as are necessary for their participation in this litigation.

1 11. Nothing shall be filed under seal, and the Court shall not be required to
2 take any action, without separate prior order by the Judge before whom the hearing or
3 proceeding will take place, after application by the affected party with appropriate notice to
4 opposing counsel.

5
6 12. At any stage of the proceedings, if a party reasonably believes that
7 information should not be designated as CONFIDENTIAL, the party must specify to the
8 producing party in writing (1) the information at issue and (2) the grounds for questioning
9 the CONFIDENTIAL designation. The producing party must respond in writing within ten
10 (10) business days, or within such different time agreed to by counsel or as ordered by the
11 Court. If no response is received within that time, the questioned designation shall be
12 deemed withdrawn. If agreement cannot be reached, the producing party shall move the
13 Court to approve the designation. The materials at issue shall be treated as designated until
14 the Court has ruled, or until the matter has been otherwise resolved.

15
16 13. All Confidential Information shall be held in confidence by those
17 inspecting or receiving it, and shall be used only for purposes of this action. Counsel for
18 each party, and each person receiving Confidential Information shall take reasonable
19 precautions to prevent the unauthorized or inadvertent disclosure of such information. If
20 Confidential Information is disclosed to any person other than a person authorized by this
21 Order, the party responsible for the unauthorized disclosure must immediately bring all
22 pertinent facts relating to the unauthorized disclosure to the attention of the other parties
23 and, without prejudice to any rights and remedies of the other parties, make every effort to
24 prevent further disclosure by the party and by the person(s) receiving the unauthorized
25 disclosure.

1 14. No party shall be responsible to another party for disclosure of
2 Confidential Information under this Order if the information in question is not labeled or
3 otherwise identified as such in accordance with this Order.

4
5 15. If a party, through inadvertence, produces any Confidential Information
6 without labeling or marking or otherwise designating it as such in accordance with this
7 Order, the designating party may give written notice to the receiving party that the document
8 or thing produced is deemed Confidential Information, and that the document or thing
9 produced should be treated as such in accordance with that designation under this Order.
10 The receiving party must treat the materials as confidential, once the designating party so
11 notifies the receiving party. If the receiving party has disclosed the materials before
12 receiving the designation, the receiving party must notify the designating party in writing of
13 each such disclosure. Counsel for the parties shall agree on a mutually acceptable manner of
14 labeling or marking the inadvertently produced materials as "CONFIDENTIAL."

15
16 16. Nothing herein shall prejudice the right of any party to object to the
17 production of any discovery material on the grounds that the material is protected as
18 privileged or as attorney work product.

19
20 17. This Order shall be without prejudice to the right of any party to oppose
21 production of any information for lack of relevance or any other ground other than the mere
22 presence of Confidential Information. The existence of this Order shall not be used by
23 either party as a basis for discovery that is otherwise improper under the Federal Rules of
24 Civil Procedure.

25
26 18. Nothing herein shall be construed to prevent disclosure of Confidential
27 Information if such disclosure is required by law or by order of the Court.

28

1 19. Upon final termination of this action, including any and all appeals,
2 counsel for each party shall, upon request of the producing party, return all Confidential
3 Information to the party that produced the information, including any copies, excerpts, and
4 summaries thereof, or shall destroy same at the option of the receiving party, and shall purge
5 all such information from all machine-readable media on which it resides. Notwithstanding
6 the foregoing, counsel for each party may retain all pleadings, briefs, memoranda, motions,
7 and other documents filed with the Court that refer to or incorporate Confidential
8 Information, and will continue to be bound by this Order with respect to all such retained
9 information. Further, attorney work product materials that contain Confidential Information
10 need not be destroyed, but, if they are not destroyed, the person in possession of the attorney
11 work product will continue to be bound by this Order with respect to all such retained
12 information.

13
14 20. The restrictions and obligations set forth herein shall not apply to any
15 information that: (a) the parties agree should not be designated Confidential Information;
16 (b) the parties agree, or the Court rules, is already public knowledge; (c) the parties agree, or
17 the Court rules, has become public knowledge other than as a result of disclosure by the
18 receiving party, its employees, or its agents in violation of this Order; or (d) has come or
19 shall come into the receiving party's legitimate knowledge independently of the production
20 by the designating party. Prior knowledge must be established by pre-production
21 documentation.

22
23 21. The restrictions and obligations herein shall not be deemed to prohibit
24 discussions of any Confidential Information with anyone if that person already has or
25 obtains legitimate possession thereof.

26
27 22. Transmission by facsimile or email is acceptable for all notification
28 purposes herein.

1 23. This Order maybe modified by agreement of the parties, subject to
2 approval by the Court.

3
4 24. The Court may modify the Protective Order in the interests of justice or
5 for public policy reasons.

6
7 Dated: June __, 2011

8 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

9
10 By /s/ James E. Curry

11 JAMES E. CURRY
12 Attorneys for Defendants
13 EASTER UNLIMITED, INC. dba FUN WORLD
and FUN WORLD, INC.

14 Dated: June __, 2011

15 LAW OFFICES OF HALL & LIM


16
17 By /s/ Timothy A. Hall

18 TIMOTHY A. HALL
19 Attorneys for Plaintiff
20 NOUVEAU MODEL AND
21 TALENT MANAGEMENT

22 **ORDER**

23 IT IS SO ORDERED.

24
25 Dated: June 10, 2011

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27 HON. NITA L. STORMES
28 MAGISTRATE JUDGE, UNITED STATES
DISTRICT COURT

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ATTACHMENT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

NOUVEAU MODEL AND TALENT
MANAGEMENT, a California
Corporation

Plaintiffs,

v.

EASTER UNLIMITED, INC., a New York
Corporation; FUNWORLD, INC., a
New York Corporation; PONY EXPRESS
CREATIONS, INC., a California
Corporation; and DOES 1 through 30
inclusive,

Defendants.

Case No. 11cv0567 MMA NLS

**AGREEMENT TO BE BOUND BY
STIPULATED PROTECTIVE ORDER**

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I, _____, declare and say that:

1. I am employed as _____
by _____.

2. I have read the Protective Order entered in *Nouveau Model and Talen Management v. Easter Unlimited, Inc., et al.* Case No. 11cv567 MMA NLS, and have received a copy of the Protective Order.

3. I promise that I will use any and all "Confidential" information, as defined in the Protective Order, given to me only in a manner authorized by the Protective Order, and only to assist counsel in the litigation of this matter.

4. I promise that I will not disclose or discuss such "Confidential" information with anyone other than the persons described in paragraph 6 of the Protective Order.

5. I acknowledge that, by signing this agreement, I am subjecting myself to the jurisdiction of the United States District Court for the Southern District of California with respect to enforcement of the Protective Order.

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6. I understand that any disclosure or use of "Confidential" information in any manner contrary to the provisions of the Protective Order may subject me to sanctions for contempt of court.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: _____