

ORIGINAL

FILED
STEPHEN THUNBERG
Clerk of the Superior Court

DEC 15 2000

By: R. HENDERSON, Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

Coordination Proceeding Special Title (Rule) JUDICIAL COUNCIL COORDINATION
1550(b)) PROCEEDING NO. 4095

FIREARM CASE

Including actions:

People, et al. v. Arcadia Machine & Tool, Inc., et al. San Francisco Superior Court No. 303753

People, et al. v. Arcadia Machine & Tool, Inc., et al. Los Angeles Superior Court No. BC210894

People, et al. v. Arcadia Machine & Tool, Inc., et al. Los Angeles Superior Court No. BC214794

PROTECTIVE ORDER

12/15/2000

1 The following order ("Protective Order") is entered pursuant to Cal. Code Civ. Pro.
2 §§2025(i), 2030(e), 2031(f) and 2033(e) and Civ. Code §3426.5 for the protection of trade secrets,
3 confidential research, development and commercial information, and other information whose
4 confidentiality is otherwise protectable under applicable law that may be produced or otherwise
5 disclosed during the course of this action.

6 DEFINITIONS

7 1. The following definitions apply to this Order:

8 (a) The term "document" or "documents" shall include all writings discoverable
9 under California Code of Civil Procedure §2031.

10 (b) "Confidential Information" refers to information, documents or other material
11 that the designating party reasonably and in good faith believes constitutes or reflects: (i) a Trade
12 Secret or (ii) information whose confidentiality is otherwise protectable under applicable law.

13 (c) "Highly Confidential Information" refers to Confidential Information
14 concerning the following: (i) development of products or technologies; (ii) current or prospective
15 marketing plans and methods, and (iii) current or prospective business planning and financial
16 documents, but only when any of the above types of information are so competitively sensitive that
17 their disclosure is highly likely to cause competitive injury to the Designating Party.

18 (d) The term "Trade Secret" means information, including a formula, pattern,
19 compilation, program, device, method, technique, or process, that: (i) derives independent economic
20 value, actual or potential, from not being generally known to, and not being readily ascertainable by
21 proper means by, other persons who can obtain economic value from its disclosure or use, and (ii)
22 is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

23 PURPOSE

24 2. This Protective Order shall govern the use and dissemination of all information,
25 documents or materials that are produced by the parties or other persons in the Action and designated
26 as Confidential or Highly Confidential in accordance with the terms of this Protective Order. This
27 Protective Order is not intended to address or govern claims of work product or privilege that may
28 be asserted by any of the parties, except as otherwise provided in this Order.

DESIGNATION AND TREATMENT

3. Any party to this action or other person who produces or supplies information, documents or other materials in this action (hereinafter the "Designating Party") may designate as "Confidential Information" or "Highly Confidential Information" any information, document or material that meets the definitions in ¶1(b) or (c) of this Protective Order. The designations "Confidential Information" and "Highly Confidential Information" shall be made by affixing on the document or material containing such information, and upon each page so designated if practicable, words that in substance state, "**CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER**" or "**HIGHLY CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER**," respectively. Any material, document or information for which it is impracticable to affix such a legend may be designated by written notice to that effect with a reasonable description of the material in question.

4. At the option of the Designating Party, and to facilitate prompt discovery by allowing inspection or review before formal designation in the manner specified above, all information, material or documents produced in response to a subpoena or discovery request shall be treated as Confidential Information or Highly Confidential Information pending inspection and copying. Subject to ¶16 of this Order, copies of information, material, and documents selected for copying and reproduced for the inspecting party will lose their status as Confidential Information or Highly Confidential Information unless delivered with the necessary legend.

5. All persons having access to Confidential Information and Highly Confidential Information shall maintain it in a safe and secure manner to ensure compliance with this Order. Any summary, extract, paraphrase, quotation, restatement, compilation, notes or copy containing Confidential Information or Highly Confidential Information, or any electronic image or database containing Confidential Information or Highly Confidential Information, shall be subject to the terms of this Order to the same extent as the material or information from which such summary, extract, paraphrase, quotation, restatement, compilation, notes, copy, electronic image, database is derived.

6. A Designating Party may in good faith redact non-responsive and/or irrelevant Confidential Information or Highly Confidential Information from any document or material. However, unredacted copies of such documents shall be maintained by the Designating Party.

1 Designated attorneys for a Discovering Party and, if necessary, qualified Experts under ¶11(c)
2 retained by them, may have access to the unredacted versions of the documents at a place of the
3 Designating Party's choosing but only for the purpose of ascertaining the appropriateness of any
4 redactions.

5 7. This Protective Order shall not be construed to protect from production or to permit
6 the designation of any document that the party has not made reasonable efforts to keep confidential,
7 of any document that has been produced in any other action or proceeding without confidentiality
8 protection, except inadvertently produced documents, of any document that has been lawfully
9 obtained by and from another source, or of any document that has been denied confidential treatment
10 in any other action or proceeding by a final order as to which all appeals and other opportunities to
11 challenge have been exhausted or for which the time for appealing or otherwise challenging has
12 expired.

13 **LIMITATIONS ON USE**

14 8. Except to the extent expressly authorized by this Order, Confidential Information and
15 Highly Confidential Information shall not be used or disclosed for any purpose other than the
16 preparation and trial of this case and in any appeal taken from any judgment herein. Nothing
17 designated as Confidential Information or Highly Confidential Information shall be used for any
18 commercial, business, marketing, competitive, personal, or other purposes whatsoever.

19 **LIMITATIONS ON DISCLOSURE**

20 9. Except with the prior written consent of the Designating Party, or as expressly
21 authorized by this Order, no person receiving Confidential Information or Highly Confidential
22 Information may disclose it to any other person. Nothing in this Order, however, shall be deemed
23 to restrict in any manner the Designating Party's use of its own Confidential Information or Highly
24 Confidential Information. Each party may disclose its own Confidential Information or Highly
25 Confidential Information without regard to this Order, unless otherwise prohibited from doing so.

26 10. Any person to whom Confidential Information or Highly Confidential Information
27 may be disclosed pursuant to this Order, except this Court and its personnel, first shall have an
28 opportunity to read a copy of this Protective Order and shall agree in writing to the non-disclosure

1 terms of the Confidentiality Acknowledgment annexed hereto as Exhibit A ("Confidentiality
2 Acknowledgment A"). Counsel for the party obtaining a person's signature on the Confidentiality
3 Acknowledgment shall retain the original signed acknowledgment until such time as the identity of
4 the signatory is disclosed or until good cause for earlier disclosure of the acknowledgment is shown.

5 11. Access to Confidential Information shall be limited to:

6 (a) Counsel of record, including staff persons employed by such counsel;

7 (b) Representatives of each plaintiff provided, however, that representatives of
8 plaintiffs other than City and County Attorneys of record and their staffs shall not be permitted to
9 make or retain photocopies or summaries of Confidential or Highly Confidential documents or
10 information;

11 (c) Any consultant, investigator or expert (collectively, "Expert") who is assisting
12 in the preparation and/or trial of the Action, but only to the extent reasonably necessary to enable
13 such Expert to render such assistance and provided, however, that counsel for plaintiffs will use
14 reasonable efforts to find Experts who are not competitors of the Producing Party;

15 (d) Any deponent or witness who is reasonably believed to be or to have been
16 eligible to have access to Confidential Information by virtue of his or her employment or other
17 affiliation with the Designating Party;

18 (e) Court reporters and videographers involved in rendering professional services
19 in the action; and

20 (f) The Court and its personnel, subject to the provisions of ¶16 of this Order.

21 12. Access to Highly Confidential Information shall be limited to:

22 (a) Individual attorneys of record who have filed notices of appearance and who
23 are representing plaintiffs and staff persons of such attorneys. Plaintiffs will in good faith endeavor
24 to keep to the minimum necessary to prosecute this action the number of attorneys of record and staff
25 persons to whom such information is disclosed.

26 (b) Three (3) attorneys and two (2) staff persons from each firm of record
27 representing each co-defendant, absent further order of the Court upon good cause shown and after
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1 notice and opportunity for hearing, who shall be identified to the Designating Party before or
2 contemporaneously with disclosure;

3 (c) Any consultant, investigator or expert (collectively, "Expert") who is assisting
4 in the preparation and/or trial of the Action, but only to the extent reasonably necessary to enable
5 such Expert to render such assistance and provided, however, that counsel for plaintiffs will use
6 reasonable efforts to find Experts who are not competitors of the Producing Party;

7 (d) Any deponent or witness who is reasonably believed to be or to have been
8 eligible to have access to the Highly Confidential Information by virtue of his or her employment
9 or other affiliation with the Designating Party;

10 (e) Court reporters and videographers involved in rendering professional services
11 in the action; and

12 (f) The Court and its personnel, subject to the provisions of ¶16 of this Order.

13 13. If a party or other person receiving Confidential Information or Highly Confidential
14 Information pursuant to this Order thereafter receives a subpoena or order to produce such
15 information in any other action or proceeding before any other court or agency, such party or person
16 shall, if there are fewer than 10 days to comply, within 2 days, if possible, or immediately, if not,
17 or if there are more than 10 days, at least 7 court days prior to the due date of compliance, notify the
18 Designating Party of the pendency of the subpoena, public records request or order in writing. To
19 give the Designating Party an opportunity to obtain such relief, the party or person from whom the
20 information is sought shall not make the disclosure before the actual due date of compliance set forth
21 in the subpoena or order.

22 **DEPOSITIONS INVOLVING CONFIDENTIAL OR HIGHLY**
23 **CONFIDENTIAL INFORMATION**

24 14. Portions of a deposition or depositions in their entirety may be designated
25 Confidential Information or Highly Confidential Information by counsel for the deponent or the
26 Designating Party, with respect to documents or information that it has produced, by indicating that
27 fact on the record at the deposition or in writing no later than 10 days after the date of the deposition.
28 While it is not intended that this Order shall permit wholesale designation of deposition transcripts

1 as confidential, this Order shall permit temporary designation of an entire transcript as Confidential
2 Information or Highly Confidential Information where less than all of the testimony in that transcript
3 would fall into those categories, subject to the following procedure. The court reporter shall include
4 on the cover page a clear indication that the deposition has been so designated. Once designated,
5 any deposition transcript in which Confidential Information or Highly Confidential Information is
6 discussed, and any exhibits containing Confidential Information or Highly Confidential Information,
7 shall be treated as such. Within 10 court days of receipt of the final, unsigned deposition transcript
8 by counsel for the Designating Party, such counsel shall advise the court reporter of the pages, lines
9 and exhibits (if such exhibits are not otherwise so designated) in which Confidential Information or
10 Highly Confidential Information appears. The transcript shall be supplemented to indicate such
11 designation. Failure to particularize a designation in this manner after a temporary designation of
12 the deposition in its entirety shall result in the loss of any designation and shall entitle recipients of
13 the deposition to treat the transcript as non-confidential.

14 15. No one may attend, or review the transcripts of, the portions of any depositions at
15 which Confidential or Highly Confidential information is shown or discussed, other than persons
16 authorized to receive access to Confidential or Highly Confidential Information.

17 **FILING OR USE OF CONFIDENTIAL OR HIGHLY CONFIDENTIAL**
18 **INFORMATION AS EVIDENCE**

19 16. Where any Confidential Information or Highly Confidential Information or
20 information derived therefrom is included in any court filing, such filing shall be marked
21 **"CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER"** and shall be placed in a sealed
22 envelope marked with the caption of the case and held under seal, provided, however, that when any
23 such materials are filed with the Court in pretrial proceedings, counsel shall also file unsealed
24 redacted versions of any briefs, applications, or other filings that contain or set forth Confidential
25 Information or Highly Confidential Information. The redacted versions of any documents shall be
26 served on all counsel of record within 10 days after the date that the sealed documents are filed in
27 Court. The unsealed redacted documents shall not be filed with the Court until 15 calendar days
28 following the service on counsel of record.

OBJECTIONS TO DESIGNATIONS

17. Any party may, after production of material designated under this Protective Order, until 60 days prior to the Trial Readiness Conference, object to its designation by notifying the Designating Party in writing of that objection and specifying the designated material to which the objection is made. The parties shall confer within 15 days of service of any written objection. If the objection is not resolved, the Designating Party shall, within 15 days of the conference, file and serve a motion to resolve the dispute and shall bear the burden of proof on the issue. In doing so, the Designating Party shall follow the procedures of ¶16 of this Order, if applicable. If no such motion is filed within the stated time period, the material shall cease to be treated as confidential or highly confidential information. If a motion is filed, information subject to dispute shall be treated consistently with its designation until further order of the Court. With respect to any material which is redesignated or ceases to be subject to the protection of this Protective Order, the Designating Party shall, at its expense, provide to each party which so requests additional copies thereof from which all confidentiality legends affixed hereunder have been adjusted to reflect the redesignation or removed as appropriate.

INADVERTENT WAIVER

18. Inadvertent failure to designate any information pursuant to this Protective Order shall not constitute a waiver of any otherwise valid claim for protection, so long as such claim is asserted within 15 days of the discovery of the inadvertent failure. At such time, arrangements shall be made for the Designating Party to substitute properly labeled copies. However, until the receiving party is notified that the information is designated as Confidential Information or Highly Confidential Information, the receiving parties shall be entitled to treat the material as non-confidential.

19. In the interest of expediting discovery in these proceedings and avoiding unnecessary costs: (i) inadvertent disclosure in this litigation of privileged information and/or work product shall not constitute a waiver of any otherwise valid claim of privilege, immunity, or other protection; and (ii) failure to assert a privilege and/or work product in this litigation as to one document or communication shall not be deemed to constitute a waiver of the privilege, immunity, or protection

1 as to any other document or communication allegedly so protected, even involving the same subject
2 matter. In the case of inadvertently produced privileged and/or work product documents, upon
3 request of the Producing Party, the documents together with all copies thereof and any notes made
4 therefrom shall be returned forthwith to the party claiming privilege and/or work product immunity.
5 Any party may, within 5 court days after notification of inadvertent disclosure under this Paragraph,
6 object to the claim of inadvertence by notifying the Designating/Producing Party in writing of that
7 objection and specifying the designated/produced material to which the objection is made. The
8 parties shall confer within 15 days of service of any written objection. If the objection is not
9 resolved, the Designating Party shall, within 15 days of the conference, file and serve a motion to
10 resolve the dispute and shall bear the burden of proof on the issue. If a motion is filed, information
11 subject to dispute shall be treated consistently with the Designating/Producing Party's most recent
12 designation until further order of the Court.

13 **NON-TERMINATION**

14 20. Any information or documents designated as Confidential Information or Highly
15 Confidential Information shall continue to be treated as such until such time as (i) the Designating
16 Party expressly agrees in writing that the information, documents, testimony or other materials in
17 question are no longer Confidential or Highly Confidential or (ii) there is a finding by the Court that
18 the information or documents are not the proper subject of protection under this order. Issues
19 regarding the protection of Confidential and Highly Confidential Information during trial may be
20 presented to the Court as each party deems appropriate.

21 21. The obligations and protections imposed by this Order shall continue beyond the
22 conclusion of this action, including any appeals, or until the Court orders otherwise. Within 60 days
23 after receipt of a request from the Designating Party, made after this action has concluded and the
24 time for possible appeal has been resolved, Confidential Information or Highly Confidential
25 Information (other than exhibits at the official court of record) shall be returned to the appropriate
26 Designating Party or, at the sole option of the Designating Party, shall be destroyed. Counsel for
27 any party or third party receiving Confidential Information or Highly Confidential Information in
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1 this action shall make written certification of compliance with this provision and shall deliver the
2 same to counsel for each Designating Party within 180 days after such request.

3 **CONTINUING JURISDICTION**

4 22. Any party may petition the Court for a modification of the terms of this Protective
5 Order for good cause shown, after notice and opportunity for a hearing. This Court shall have
6 continuing jurisdiction to modify, amend, enforce, interpret or rescind this Protective Order
7 notwithstanding the termination of this action.

8 * * *

9 **ORDER**


10 The foregoing is made the order of this Court.

11
12 DATED: December 15, 2000

Vincent P. DiFiglia
VINCENT P. DiFIGLIA
JUDGE OF THE SUPERIOR COURT

13
14
15 APPROVED AS TO FORM:

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17 HYNES & LERACH LLP
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19 MICHAEL J. DOWD
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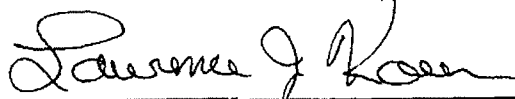
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EXHIBIT A
TO PROTECTIVE ORDER
CONFIDENTIALITY ACKNOWLEDGMENT

The undersigned hereby acknowledges and agrees:

1. I am aware that a Protective Order (the "Order") has been entered in the above-captioned action. I have had the opportunity to read the Order and understand that my willful disclosure of Confidential or Highly Confidential Information may constitute contempt of court, and agree to submit to this Court's jurisdiction for purposes of enforcement of the Order.

2. I will not disclose or discuss any Confidential Information or Highly Confidential Information with any person except those persons specifically listed in the Order under the procedures therein specified.

Name: _____

Address: _____

Telephone No.: _____

Dated: _____

DECLARATION OF SERVICE BY MAIL

I, the undersigned, declare:

1. That declarant is and was, at all times herein mentioned, a citizen of the United States and a resident of the County of San Diego, over the age of 18 years, and not a party to or interest in the within action; that declarant's business address is 600 West Broadway, Suite 1800, San Diego, California 92101.

2. That on December 12, 2000, declarant served the **PROTECTIVE ORDER** by depositing a true copy thereof in a United States mailbox at San Diego, California in a sealed envelope with postage thereon fully prepaid and addressed to the parties listed on the attached Service List.

3. That there is a regular communication by mail between the place of mailing and the places so addressed.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 12th day of December, 2000, at San Diego, California.


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