

CAUSE NO. 141-307474-19

VICTOR MIGNOGNA,
Plaintiff,

§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

v.

FUNIMATION PRODUCTIONS, LLC,
JAMIE MARCHI, MONICA RIAL,
AND RONALD TOYE,
Defendants

141ST JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

DISCOVERY CONFIDENTIALITY ORDER

The Court, having considered Plaintiff’s request for entry of an order governing the protection and use of confidential information, is of the opinion that good cause exists for entry of this Discovery Confidentiality Order (the “Order”). For the purposes of this Order, Plaintiff and Defendants are referred to collectively as “Parties” or individually as a “Party.”

During the course of the above-referenced matter (the “Litigation”), the Parties or others may voluntarily produce, or be required to produce, documents and information which are otherwise confidential, trade secrets, proprietary, or of a personal nature to a Party or persons affiliated with a Party.

There is good cause for this Order because the Litigation may necessarily entail the disclosure of confidential information. The Parties have privacy rights that should be respected, and the Parties need not compromise those rights by disclosing such information, during the course of this Litigation, without being provided adequate protection.

THEREFORE, the Court hereby ORDERS, as follows:

1. The terms defined in Paragraph 1 shall have the meanings therein provided. Defined terms may be used in the singular or plural.

1.1 “Producing Party” means the party who produces or who is asked to produce documents or information that is considered by the Producing Party to be Confidential Information, as set out in Paragraph 1.3, below.

1.2 “Receiving Party” means the party or parties receiving or requesting production of documents or information designated as Confidential Information.

1.3 “Confidential Information” means all information, whether or not embodied in a document or other physical medium, which the Producing Party believes in good faith contains confidential, private or personal information relating to, among other things, any of the Parties, their business, customers, or activities, or their employees or former employees, which the Producing Party would not normally reveal to third parties except in confidence or has undertaken to maintain in confidence. Information obtained during a deposition shall be deemed Confidential Information and subject to this Order if it concerns designated Confidential Information and has been designated as Confidential Information by the Producing Party during the deposition or within twenty (20) days of receiving the deposition transcripts. Confidential Information includes, but is not limited to, any data, summary, abstract, compilation, or information obtained, derived, or generated from Confidential Information.

1.4 “Litigation Documents” means all pleadings, motions, affidavits and related papers, answers to interrogatories and other discovery requests, all documents produced or exchanged in the course of discovery, settlement negotiations, trial/hearing preparation or at trial or any hearing, and all transcripts of testimony given in depositions, in hearings or at trial in connection with the Litigation.

2. The Producing Party shall clearly mark or designate any Litigation Document to be treated as Confidential Information under the terms of this Order by marking it with the word “Confidential” so as not to obscure the content of the document. With regard to documents and answers to interrogatories, or other responses to discovery requests, such designation shall be made at the time that such answers are served or at the time that copies of documents are delivered or made available for inspection. Portions of deposition transcripts, including attached exhibits, can be deemed Confidential Information if they concern designated Confidential Information and have been designated as Confidential Information by the Producing Party during the deposition or within twenty (20) days of receiving the deposition transcripts. Pending the expiration of the twenty day period, the transcript shall be treated as Confidential Information in its entirety. The Producing Party will act in good faith designating information as Confidential Information, and any dispute regarding said designation will be resolved in accordance with the provisions of Paragraph 12 below.

3. Confidential Information shall be disclosed only to:
- a. the Court and its personnel;
 - b. attorneys of record in this Litigation and persons or agents employed by and/or under contract with said attorneys who have a need to review such information;
 - c. the Parties;
 - d. independent consultants and experts specifically retained for the purpose of consulting in the preparation of this Litigation, provided they execute the Acknowledgment that appears in Exhibit A to this Order,

which Acknowledgment shall be maintained by the Party retaining the consultant or expert;

- e. any mediators designated by the Parties;
- f. stenographers, videographers, court reporters, outside copy services, graphics and design service contractors, and other litigation contractors retained for this Litigation; and
- g. any other person upon Order of the Court or as agreed to in writing by the Parties to this Order.

However, nothing in this Order is intended to restrict the use of Confidential Information at the trial or any hearing of this matter, so long as appropriate protective measures are in place. The Parties shall attempt to agree at a later date upon a reasonable procedure to be followed at trial or any hearing, so that confidentiality of Confidential Information shall be preserved, and any Party may seek further order of the Court if agreement cannot be reached.

4. To the extent the Producing Party believes that any Litigation Document qualifying to be designated as Confidential Information is so sensitive that its dissemination deserves even further limitation than otherwise provided in this Order, the Producing Party may designate such Litigation Document as “RESTRICTED -- ATTORNEYS’ EYES ONLY”. For Litigation Documents designated RESTRICTED -- ATTORNEYS’ EYES ONLY, access to, and disclosure of, such Litigation Documents shall be limited to individuals listed in Section 3.b, 3.d, and 3.g above, and such Litigation Documents shall be given all other protections afforded to Confidential Information in this Order.

5. With respect to categories 3.d-3.g, above, each person to whom Confidential Information is disclosed, or made available, shall first be advised of the existence and the

contents of this Order and shall agree to its terms and conditions, in writing, by signing the form attached hereto as Exhibit A.

6. The Parties agree not to attach Confidential Information to items filed with the Court and that, instead, such Confidential Information may be deemed filed with the Court by referring to that document's Bates Label number in papers filed with the Court (in which case the Bates Labeled documents shall be deemed filed as of the date such papers referencing them are filed) and that the Court can review the Confidential Information in camera for the purposes of deciding issues raised in the pleadings referencing the Confidential Information. The Parties also agree that, in the event of an appeal of an order or judgment in this Litigation, such Confidential Information may be filed with the Court in order that the Confidential Information may be made part of the record on appeal, subject to any sealing order.

Notwithstanding the foregoing, Confidential Information introduced or used at trial or any hearing may have the Confidential label or other designation on the face of the document removed upon request of a Party; however, the use of the document without a "Confidential" label or designation shall not constitute a waiver of the Party's designation of the document as Confidential Information and the application of this Order to the document.

7. None of the Parties or persons to whom Confidential Information is disclosed or shown shall use such information, documents, or their contents for any purpose except in connection with this Litigation, or as permitted by and subject to this Order.

8. Nothing in this Order shall be construed as a waiver by any of the Parties of their right to object to discovery being initiated in this action. The consent of the Parties to the entry of this Order shall not be construed as an agreement by any Party to produce any document, or supply any information, and shall not constitute an admission that any

designated material is relevant in any way to the issues raised in the Litigation or as a waiver of any privilege with respect thereto.

9. None of the Parties shall make or permit the making of more copies of any Confidential Information than are reasonably necessary for the conduct of settlement negotiations, discovery or litigation relating to the matters referenced herein.

10. Neither the provisions of this Order, nor any disclosure by any of the Parties pursuant to this Order, shall constitute a waiver at any time, or in any litigation relating to the matters referenced herein or otherwise, of any attorney/client privilege, work product privilege, and/or any other privilege, including but not limited to the protections offered by the Texas Rules of Evidence, the Texas Rules of Civil Procedure, and Texas law, that any party may possess.

11. No use by any of the Parties of any Confidential Information or documents or any information contained therein shall abrogate any of the provisions of this Order with respect to such Confidential Information or documents or any information contained therein.

12. Any Party may object in good faith to the designation of Confidential Information, or the further designation of "RESTRICTED -- ATTORNEYS' EYES ONLY", and may apply to the Court for an order removing either designation at any time. Any dispute arising under this Order shall be submitted to the Court for resolution. If any of the Parties disagree with the designation of any information as Confidential Information, or the further designation of "RESTRICTED -- ATTORNEYS' EYES ONLY", the material so designated shall nonetheless be treated as such unless and until the Producing Party agrees or the Court orders that the applicable designation shall be removed.

13. Within ninety (90) days after the final termination of this Litigation, whether by settlement, judgment, or decision on appeal, upon written request, all originals and copies of Confidential Information shall be made available for pickup by the Producing Party at the expense of Producing Party, together with all documents containing data or information obtained, derived, or generated therefrom. In the alternative, the Receiving Party may provide counsel for the Producing Party with a certification attesting that the Confidential Information has been destroyed. However, this Order shall not require any party to disassemble court documents or depositions, and counsel shall be entitled to keep an archival copy of pleadings and attorney work product. As to such materials, the terms of this Order shall apply in perpetuity.

14. If any Confidential Information, or data obtained, derived, or generated therefrom, is sought from the Receiving Party by any party in any other judicial or administrative proceeding, or otherwise, the Receiving Party agrees that it will notify the Producing Party's counsel in writing within five (5) days of the Confidential Information, or data obtained, derived, or generated therefrom, being sought.

15. Nothing herein shall prevent any Party from using and disclosing such Party's Confidential Information as such Party deems necessary or appropriate, or to use or disclose documents or information to which such Party has access by other legitimate means other than by production by a Party in this Litigation.

IT IS SO ORDERED.

Signed on _____, 2019.

PRESIDING JUDGE

**EXHIBIT A TO DISCOVERY CONFIDENTIALITY ORDER
CAUSE NO. 141-307474-19**

VICTOR MIGNOGNA, Plaintiff,	§ § § § § § § § §	IN THE DISTRICT COURT 141 ST JUDICIAL DISTRICT TARRANT COUNTY, TEXAS
v.		
FUNIMATION PRODUCTIONS, LLC, JAMIE MARCHI, MONICA RIAL, AND RONALD TOYE, Defendants		

ACKNOWLEDGMENT OF DISCOVERY CONFIDENTIALITY ORDER

I have been provided access, by one of the parties to the above Litigation (or their counsel), to information designated as Confidential Information. I understand that such designation was made subject to the terms of the Discovery Confidentiality Order (the "Order") in the above Litigation, of which I have been provided a copy.

If Confidential Information is physically provided to me, I agree to return such information to the person providing it to me or shall destroy such information upon the occurrence of the earliest of the following: (i) a demand by the furnishing party to do so, (ii) notice of the conclusion of the Litigation, or (iii) the conclusion of my need for possession of said Confidential Information.

I agree that in all respects I will abide by the terms of the Order signed by the parties in this case and will not communicate or show the contents of such Confidential Information to any other person (other than persons who are allowed to have access to such information by the Order), will not make copies of such information except as necessary to perform services in the Litigation, and will preserve such information as confidential. This Acknowledgment does not prohibit me from using or disclosing documents or information to which I had access by legitimate means other than by provision from a person bound by the terms of the Order in this action.

[Signature]

[Signature]

[Printed Name]

[Printed Name]