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January 20, 2009

VIA E-MAIL

Scott Pilutik
realitybasedcommunity.net

Re: Postings Concerning Godelman v. Diskeeper Corporation,
Case No. BC 274449

Dear Mr. Pilutik:

Our office represents Diskeeper Corporation in the above-entitled action. We have reviewed your postings on realitybasedcommunity.net concerning this matter. We note that your postings are misleading and taken out of context. Notwithstanding, please take notice that a protective order has been entered by the Court in this matter. I have attached a copy for your reference. The protective order specifically prohibits the disclosure of any materials and testimony which are designated as confidential in the above-entitled matter. To the extent that you are asked to publish or disseminate any materials in violation of this order, we appreciate your anticipated compliance with this order. Further, we specifically request that you retain all correspondence, communications and documents relating to how you obtained information and/or documents concerning the case and/or underlying facts, in the event that it is necessary to follow up on the source of breaches of the confidentiality order.

Please contact the undersigned with any questions or concerns.

Very truly yours,



AN H. NGUYEN for
Jeffer, Mangels, Butler & Marmaro LLP

Attachment

Cc: Barry Kaufman, Esq.

1 Timothy Bowles SB# 78727
2 Cynthia Bamforth SB # 186547
3 LAW OFFICES OF TIMOTHY BOWLES, P.C.
4 One South Fair Oaks Ave., Suite 301
5 Pasadena, California 91105.
6 (626) 583-6600

7 Attorneys for Defendants
8 DISKEEPER CORPORATION, a California
9 corporation, DANNY CHADWELL and CRAIG JENSEN

10 Mr. Barry B. Kaufman SB # 113586
11 LAW OFFICES OF BARRY B. KAUFMAN, P.C.
12 16133 Ventura Blvd., Suite 700
13 Encino, California 91436
14 (818) 995-9115

15 Attorneys for Plaintiffs
16 ALEXANDER J. GODELMAN
17 and MARC LE SHAY

ORIGINAL FILED
JAN 25 2008
LOS ANGELES
SUPERIOR COURT

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 FOR THE COUNTY OF LOS ANGELES

20 ALEXANDER J. GODELMAN, an)
21 individual, and MARC LE SHAY, an)
22 individual,)

23 Plaintiffs,

24 vs.

25 DISKEEPER CORPORATION, a Delaware)
26 corporation, DANNY CHADWELL, an)
27 individual, CRAIG JENSEN, an individual;)
28 and DOES 1 through 50, inclusive,)

29 Defendants.

CASE No. BC 374449

[REDACTED]
ORDER FOR CONFIDENTIALITY
OF DISCOVERY, IN CAMERA
REVIEW AND THE FILING OF
CERTAIN DOCUMENTS UNDER
SEAL

30 On review of the stipulation of plaintiffs Alexander J. Godelman and Marc Le Shay,
31 and defendants Diskeeper Corporation, Danny Chadwell and Craig Jensen, attached as
32 Exhibit A, and with good cause appearing, IT IS HEREBY ORDERED as follows:

33 1. (a) This Order shall govern any materials designated as "CONFIDENTIAL"
34 pursuant to paragraph 2 below, consisting of (i) the designated record of testimony given at
35 any deposition described in paragraph 3 below, as well as (ii) any designated answers,
36 documents, and other discovery materials produced by any person or entity (whether or not a

1 party to this adversary proceeding) in response to interrogatories, requests for admissions,
2 requests for production of documents, or any other discovery request now pending or
3 hereafter served, and any designated information contained in them; (iii) any designated
4 documents or information filed or served in this case; and (iv) any reproductions of any of
5 the above (collectively, designated material).

6 (b) Such designations shall be limited to documents or information that the
7 designating party finds in good faith to constitute a trade secret or other private, confidential
8 information of a personal, business or other legitimate nature. Thus, a party may only
9 designate a document or any information "CONFIDENTIAL" on a particularized showing
10 that (i) the proponent for public non-disclosure of that document or information has a
11 cognizable interest in the material, i.e., the proponent contends the material contains trade
12 secrets, privileged information, or is otherwise protected by law from disclosure; and (ii)
13 public disclosure would cause serious harm.

14 2. Any document, deposition testimony, discovery response, or information
15 contained therein which a party wishes to be designated material subject to this Order shall
16 be designated by that party as "CONFIDENTIAL" in accord with paragraph 3 below.

17 3. Documents become designated material when visibly marked by the producing,
18 disclosing, or otherwise designating party as "CONFIDENTIAL" to be subject to this Order.
19 On the deposition testimony of any person, the designating party shall – no later than ten (10)
20 days following the court reporter's transmittal date of the transcript volume – inform the
21 other party or parties in writing of any testimony and/or exhibits to be designated
22 "CONFIDENTIAL." Such designated testimony and/or exhibits shall thereupon be prepared
23 and/or separately maintained in a separate booklet bearing the appropriate marking. Court
24 reporter preparation costs for such separate booklet, if any, shall be borne by the party who
25 makes the particular "CONFIDENTIAL" designation(s). To protect such confidential
26 deposition testimony from inadvertent disclosure prior to designation, the entire transcript
27 volume of any deposition shall be treated by the parties as confidential until such specific
28 designation is made, if any, within the above ten (10) day deadline.

1 4. Designated material shall be viewed only by the parties to this adversary
2 proceeding, by counsel for any party and such counsel's agents, representatives, and
3 employees, and the additional individuals listed below, provided each such additional
4 individual has read this Order and its Exhibit A (stipulation) in advance of disclosure and has
5 agreed in writing and in advance to be bound by their terms:

6 (a) Any expert consulted by such counsel in connection with the
7 prosecution or defense of this adversary proceeding;

8 (b) Any person who a party intends in good faith to call as a witness at a
9 deposition or at the trial of this adversary proceeding or who a party believes in good
10 faith will be called as such witness, and to whom disclosure of such designated
11 material is essential to that witness's testimony; and

12 (c) Court reporters and document repository personnel while in the
13 performance of their official duties.

14 5. Nothing in this Order shall prevent any party from filing a motion he or it
15 deems appropriate to protect and preserve the rights of any party or any third party, including
16 but not limited to a motion to quash any subpoena.

17 6. Nothing in this Order shall prevent any party, outside of this case, from
18 handling or disclosing material he or it has designated "CONFIDENTIAL" as he or it deems
19 appropriate. Any such handling or disclosure shall not be deemed a waiver of any other
20 party's obligations under this Order.

21 7. All designated materials shall be retained by any non-designating, receiving
22 party during the pendency of this adversary proceeding (and thereafter as set forth in this
23 Order) in the custody of counsel of record for such party.

24 8. Designated material shall be maintained by counsel in the same manner as they
25 maintain their confidential client files.

26 9. The parties shall comply with the procedures specified in California Rules of
27 Court 2.550, 2.551, and any other applicable law for the actual or intended filing or lodging
28 of designated materials with any court. In the event any non-designating party elects to

1 require the designating party to seek a court order to file designated material under seal under
2 California Rules of Court 2.551(b)(3), that non-designated party may also specify by the
3 notice in Rule 2.551(b)(3)(A)(iii) and thus, in that party's stead, require the designating party
4 to prepare and lodge such document(s) and to prepare and file redacted copies as required by
5 Rule 2.551(b)(3)(A)(i) and Rule 2.551(b)(3)(A)(ii) respectively.

6 10. Neither the parties' agreement to this Order, the taking of any action in
7 accordance with the provisions of the Order, nor any failure to object thereto, shall be
8 construed as a waiver of any claim or defense in this proceeding, or as an admission by any
9 party that any designated materials are confidential. Nothing in this Order shall obligate any
10 party to produce or disclose documents, information or other materials which such party
11 legitimately contends is privileged or otherwise beyond the scope of discovery under the
12 California Evidence Code, Code of Civil Procedure and/or other applicable law.

13 11. At the conclusion of this adversary proceeding or after a decision on appeal
14 from which further review is not being requested of the same or higher court, whichever is
15 later, the non-designating party shall forthwith return and/or destroy all material designated
16 by the other party in a manner consistent with preserving their confidentiality designations.
17 The non-designating party shall confirm such return and/or destruction with a declaration
18 delivered contemporaneously to the designating party.

19 12. All designated material previously produced by any party in this litigation shall
20 be governed by the terms of this Order. Any "CONFIDENTIAL" material that is or has been
21 produced without being so designated may be so designated by any party within a reasonable
22 period following the discovery that such material has been produced without such
23 designation.

24 13. If a non-designating party or its counsel receives a subpoena or other
25 compulsory process from a non-party to this Order seeking production or other disclosure of
26 material designated "CONFIDENTIAL," that party or its counsel shall give written notice of
27 the subpoena or other compulsory process and deliver a copy thereof to the attorneys for the
28 designating party as soon as possible, but in any event within five (5) business days after the

1 receipt of the subpoena or other compulsory process. In no event shall production or
2 disclosure to such a non-party be made before telephonic notice of the production or
3 disclosure is given to the attorneys for the designating party and, whenever possible, such
4 notice shall be given sufficiently in advance of the date noticed for production or disclosure
5 to afford the party to whom such notice has been given at least five (5) days to take
6 appropriate action, including seeking judicial relief.

7 14. This Order is binding upon all parties to this proceeding and shall stay in full
8 force and effect except as modified by order of the Court. The termination of this proceeding
9 shall not automatically terminate this Order. Any party(ies) may apply to or move the Court
10 for modification or cancellation of this Order on any good faith grounds including an
11 assertion that any of the Order's terms does not actually promote (or is no longer promoting)
12 judicial or litigation efficiency.

13 IT IS SO ORDERED:
14 Dated: JAN 25 2008

JANE L. JOHNSON

Hon. Jane L. Johnson

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EXHIBIT A

1 Timothy Bowles SB# 78727
Cynthia Bamforth SB # 186547
2 LAW OFFICES OF TIMOTHY BOWLES, P.C.
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4 Attorneys for Defendants
5 DISKEEPER CORPORATION, a California
corporation, DANNY CHADWELL and CRAIG JENSEN

6 Mr. Barry B. Kaufman SB # 113586
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(818) 995-9115

9 Attorneys for Plaintiffs
10 ALEXANDER J. GODELMAN
and MARC LE SHAY

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF LOS ANGELES

14 ALEXANDER J. GODELMAN, an)
individual, and MARC LE SHAY, an)
15 individual,)

16 Plaintiffs,

17 vs.

18 DISKEEPER CORPORATION, a Delaware)
corporation, DANNY CHADWELL, an)
19 individual, CRAIG JENSEN, an individual;)
and DOES 1 through 50, inclusive,)

20 Defendants.
21

CASE No. BC 374449

STIPULATION FOR
CONFIDENTIALITY
OF DISCOVERY

22 Plaintiffs Alexander J. Godelman and Marc Le Shay, on the one hand, and defendants
23 Diskeeper Corporation, a California corporation, Danny Chadwell and Craig Jensen, on the
24 other hand, stipulate as follows and request the Court to execute and enter the like proposed
25 order (Order) regarding confidentiality of certain discovery (Stipulation). As specified in
26 paragraph 1(b) below, the parties have thus each concluded that protecting certain documents
27 and information from public disclosure is in their mutual interest.
28

1 reporter preparation costs for such separate booklet, if any, shall be borne by the party who
2 makes the particular "CONFIDENTIAL" designation(s). To protect such confidential
3 deposition testimony from inadvertent disclosure prior to designation, the entire transcript
4 volume of any deposition shall be treated by the parties as confidential until such specific
5 designation is made, if any, within the above ten (10) day deadline.

6 4. Designated material shall be viewed only by the parties to this adversary
7 proceeding, by counsel for any party and such counsel's agents, representatives, and
8 employees, and the additional individuals listed below, provided each such additional
9 individual has read this Stipulation and the ensuing Order in advance of disclosure and has
10 agreed in writing and in advance to be bound by their terms:

11 (a) Any expert consulted by such counsel in connection with the
12 prosecution or defense of this adversary proceeding;

13 (b) Any person who a party intends in good faith to call as a witness at a
14 deposition or at the trial of this adversary proceeding or who a party believes in good
15 faith will be called as such witness, and to whom disclosure of such designated
16 material is essential to that witness's testimony; and

17 (c) Court reporters and document repository personnel while in the
18 performance of their official duties.

19 5. Nothing in this Stipulation and the ensuing Order shall prevent any party from
20 filing a motion he or it deems appropriate to protect and preserve the rights of any party or
21 any third party, including but not limited to a motion to quash any subpoena.

22 6. Nothing in this Stipulation shall prevent any party, outside of this case, from
23 handling or disclosing material he or it has designated "CONFIDENTIAL" as he or it deems
24 appropriate. Any such handling or disclosure shall not be deemed a waiver of any other
25 party's obligations under this Stipulation.

26 7. All designated materials shall be retained by any non-designating, receiving
27 party during the pendency of this adversary proceeding (and thereafter as set forth in this
28 Stipulation) in the custody of counsel of record for such party.

1 8. Designated material shall be maintained by counsel in the same manner as they
2 maintain their confidential client files.

3 9. The parties shall comply with the procedures specified in California Rules of
4 Court 2.550, 2.551, and any other applicable law for the actual or intended filing or lodging
5 of designated materials with any court. In the event a non-designating party elects to require
6 the designating party to seek a court order to file designated material under seal under
7 California Rules of Court 2.551(b)(3), that non-designated party may also specify by the
8 notice in Rule 2.551(b)(3)(A)(iii) and thus, in that party's stead, require the designating party
9 to prepare and lodge such document(s) and to prepare and file redacted copies as required by
10 Rule 2.551(b)(3)(A)(i) and Rule 2.551(b)(3)(A)(ii) respectively.

11 10. Neither the parties' agreement to this Stipulation, the taking of any action in
12 accordance with the provisions of the Stipulation, nor any failure to object thereto, shall be
13 construed as a waiver of any claim or defense in this proceeding, or as an admission by any
14 party that any designated materials are confidential. Nothing in this Stipulation shall obligate
15 any party to produce or disclose documents, information or other materials which such party
16 legitimately contends is privileged or otherwise beyond the scope of discovery under the
17 California Evidence Code, Code of Civil Procedure and/or other applicable law.

18 11. At the conclusion of this adversary proceeding or after a decision on appeal
19 from which further review is not being requested of the same or higher court, whichever is
20 later, the non-designating party shall forthwith return and/or destroy all material designated
21 by the other party in a manner consistent with preserving their confidentiality designations.
22 The non-designating party shall confirm such return and/or destruction with a declaration
23 delivered contemporaneously to the designating party.

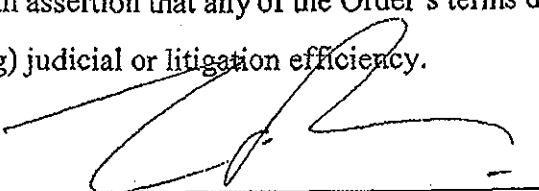
24 12. All designated material previously produced by any party in this litigation shall
25 be governed by the terms of this Stipulation and the ensuing Order. Any "CONFIDENTIAL"
26 material that is or has been produced without being so designated may be so designated by
27 any party within a reasonable period following the discovery that such material has been
28 produced without such designation.

1 13. If a non-designating party or its counsel receives a subpoena or other
2 compulsory process from a non-party to this Order seeking production or other disclosure of
3 material designated "CONFIDENTIAL," that party or its counsel shall give written notice of
4 the subpoena or other compulsory process and deliver a copy thereof to the attorneys for the
5 designating party as soon as possible, but in any event within five (5) business days after the
6 receipt of the subpoena or other compulsory process. In no event shall production or
7 disclosure to such a non-party be made before telephonic notice of the production or
8 disclosure is given to the attorneys for the designating party and, whenever possible, such
9 notice shall be given sufficiently in advance of the date noticed for production or disclosure
10 to afford the party to whom such notice has been given at least five (5) days to take
11 appropriate action, including seeking judicial relief.

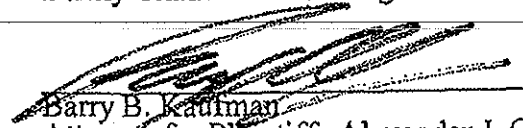
12 14. This Stipulation and the ensuing Order are binding upon all parties to this
13 proceeding and shall stay in full force and effect except as modified by order of the Court.
14 The termination of this proceeding shall not automatically terminate the Order. Any
15 party(ies) may apply to or move the Court for modification or cancellation of this Order on
16 any good faith grounds including an assertion that any of the Order's terms does not actually
17 promote (or is no longer promoting) judicial or litigation efficiency.

18 IT IS SO STIPULATED:

19 Dated: January 27, 2008


Timothy Bowles
Attorney for Defendants Diskeeper Corporation,
Danny Chadwell and Craig Jensen

22 Dated: January 23, 2008


Barry B. Kaufman
Attorney for Plaintiffs Alexander J. Godelman
and Marc Le Shay

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