

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

SPORTCO HOLDINGS, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 19-11299 (LSS)

(Joint Administration Requested)

**STIPULATED DISCOVERY CONFIDENTIALITY ORDER**

It appearing that discovery in the above-captioned action is likely to involve the disclosure of confidential information, and Wellspring Capital Management LLC, Wellspring Capital Partners IV, L.P., WCM GenPar IV, L.P., WCM GenPar IV GP, LLC, Alexander E. Carles, William F. Dawson, Jr., and John E. Morningstar (together, the “Wellspring Parties”) and the Official Committee of Unsecured Creditors in these chapter 11 cases (the “Committee,” and together with the Wellspring Defendants, the “Discovery Parties”) having reached an agreement on confidential information exchanged only between and among themselves, it is ORDERED as follows:

1. The Wellspring Parties may designate as “Confidential” and subject to this Order any information, document, thing, or portion of any document or thing (“Material”): (a) that contains trade secrets, competitively sensitive technical, marketing, financial, sales, or other confidential business information; (b) that contains private or confidential personal information; (c) that contains information received in confidence from third parties; or (d) which the producing

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<sup>1</sup> The Debtors, together with the last four digits of each Debtor’s federal tax identification number are: Bonitz Brothers, Inc. (4441); Ellett Brothers, LLC (7069); Evans Sports, Inc. (2654); Jerry’s Sports, Inc. (4289); Outdoor Sports Headquarters, Inc. (4548); Quality Boxes, Inc. (0287); Simmons Guns Specialties, Inc. (4364); SportCo Holdings, Inc. (0355), and United Sporting Companies, Inc. (5758). The location of the Debtors’ corporate headquarters and the service address for all Debtors is 267 Columbia Ave., Chapin, SC 29036.



party otherwise believes in good faith to be entitled to protection under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure. The Discovery Parties, when producing or disclosing any Confidential Material (including without limitation any information, document, thing, interrogatory answer, admission, pleading, or testimony) shall mark that Material with the following or similar legend: “CONFIDENTIAL” or “CONFIDENTIAL - SUBJECT TO DISCOVERY CONFIDENTIALITY ORDER.”

2. The Wellspring Parties may designate as “Highly Confidential” and subject to this Order any Material that contains highly sensitive business or personal information, the disclosure of which is highly likely to cause significant harm to an individual or to the business or competitive position of the designating party. The Discovery Parties, when producing or disclosing any Highly Confidential Material (including without limitation any information, document, thing, interrogatory answer, admission, pleading, or testimony) shall mark that Material with the following or similar legend: “HIGHLY CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - SUBJECT TO DISCOVERY CONFIDENTIALITY ORDER.”

3. Confidential and Highly Confidential Material subject to this Order may be used for purposes of these chapter 11 cases only, and shall not be disclosed by the receiving party to anyone other than those listed in Paragraph 4 except by prior written agreement of the Discovery Parties or by order of the court. Counsel for a party may give opinions and advice relating solely to these chapter 11 cases to his or her client based on counsel’s evaluation of Confidential Material, but counsel may not thereby reveal the content of Confidential Material except by prior written agreement of the parties or by order of the court.

4. Confidential Material and the contents thereof may only be disclosed to the following individuals under the following conditions:



(a) Outside counsel (defined herein as any attorney at the Discovery Parties' outside law firms) and relevant in-house counsel for the Discovery Parties;

(b) Outside experts or consultants retained by outside counsel for the Discovery Parties for purposes of this litigation, provided they have signed a non-disclosure agreement in the form attached hereto as Exhibit A;

(c) Outside counsel's secretarial, paralegal, clerical, duplicating, and data processing personnel;

(d) The court and court personnel;

(e) Any deponent may be shown or examined on any Confidential Material if it appears that the witness authored or received a copy of it, was involved in the subject matter described therein, is employed by the party who produced the Confidential Material, or if the producing party consents to such disclosure;

(f) Vendors retained by or for the Discovery Parties to assist in preparing for pretrial discovery, trial and/or hearings including but not limited to court reporters,

(g) Litigation support personnel, jury consultants, individuals to prepare demonstrative and audiovisual aids for use in the courtroom, in depositions, or in mock jury sessions, as well as their staff, stenographic, and clerical employees who are retained or employed by outside counsel for the Discovery Parties and whose duties and responsibilities require access to such Material; and

(h) The Discovery Parties .For the avoidance of doubt, Confidential Materials may be disclosed to members of the Official Committee of Unsecured Creditors in these chapter 11 cases.



5. Confidential Material, copies thereof, and information contained therein may only be used by individuals listed in Paragraph 4, and shall not be disclosed in any manner to any other individual unless and until (a) outside counsel for the party asserting confidentiality waives the claim of confidentiality, or (b) the court orders such disclosure.

6. Where a deposition involves the disclosure of a Discovery Party's Confidential Material, that party may, within thirty (30) days following receipt of the deposition transcript, inform all other parties that portions of the transcript are to be designated Confidential. This 30 day period may be extended by agreement of the Discovery Parties. During this period, the deposition transcript shall not be disclosed to anyone other than the deponent and individuals listed in Paragraphs 4(a), (b), (c), (d), (f) and (g) above, and no individual attending the deposition shall disclose the contents thereof to anyone other than individuals listed in Paragraphs 4(a), (b), (c), (d), (f) and (g) above. Upon being informed that portions of a deposition are to be designated Confidential, all parties shall immediately and appropriately mark each copy of the transcript in its custody or control, and shall limit disclosure of that transcript in accordance with Paragraphs 3 and 4.

7. Material produced and marked as Highly Confidential may be disclosed only to outside counsel for the receiving party and to the individuals identified in Paragraphs 4(b), (c), (d), (e), (f) and (g) above, or as agreed to in advance by counsel for the producing party

8. Where a deposition involves the disclosure of a Discovery Party's Highly Confidential Material, that party may, within thirty (30) days following receipt of the deposition transcript, inform all other parties that portions of the transcript are to be designated Confidential. This 30 day period may be extended by agreement of the Discovery Parties. During this period, the deposition transcript shall not be disclosed to anyone other than the deponent and individuals



listed in Paragraphs 4(a), (b), (c), (d), (f) and (g) above, and no individual attending the deposition shall disclose the contents thereof to anyone other than individuals listed in Paragraphs 4(a), (b), (c), (d), (f) and (g) above. Upon being informed that portions of a deposition are to be designated Highly Confidential, all parties shall immediately and appropriately mark each copy of the transcript in its custody or control, and shall limit disclosure of that transcript in accordance with Paragraphs 3 and 4.

9. If counsel for a party receiving Material designated as Confidential or Highly Confidential objects to that designation in whole or in part:

(a) Counsel for the objecting party shall serve on the designating party or third party a written objection describing with particularity the Material in question and stating the grounds for objection. Counsel for the designating party or third party shall respond to the objection in writing within 14 days, and shall state with particularity the grounds for asserting that the Material is properly designated. If no timely written response is made to the objection, the challenged designation is deemed void. If a timely written response is made to the objection, counsel shall confer in good faith in an effort to resolve the dispute.

(b) If a dispute as to a Confidential or Highly Confidential designation cannot be resolved by agreement, the proponent of the challenged designation shall present the dispute to the court.

10. Any party wishing to disclose Confidential or Highly Confidential Material during trial or at any hearing in these chapter 11 cases may do so, on notice to the party who designated the Material as Confidential or Highly Confidential.



11. To the extent consistent with applicable law, the inadvertent or unintentional disclosure of Confidential or Highly Confidential Material that should have been designated as such shall not be deemed to waive a party's claim of confidentiality, in whole or in part, either as to the specific Material disclosed or to other Material concerning the same or related subject matter. Inadvertent or unintentional disclosures may be rectified by written notification given within a reasonable time after disclosure to counsel for all parties receiving the Material that the Material should have been designated Confidential or Highly Confidential. Such notice shall constitute a designation of the Material as Confidential or Highly Confidential under this Order.

12. When the inadvertent or mistaken disclosure of Material protected by privilege or work-product immunity is discovered by the producing party and brought to the attention of the receiving party, the receiving party shall treat such Material in accordance with Federal Rule of Civil Procedure 26(b)(5)(B). Such inadvertent or mistaken disclosure shall not by itself constitute a waiver by the producing party of any claims of privilege or work-product immunity. However, nothing herein restricts the right of the receiving party to challenge the producing party's claim of privilege if appropriate within a reasonable time after receiving notice of the inadvertent or mistaken disclosure.

13. The following information shall not be deemed or considered Confidential Material under this Order: (a) information in the public domain; (b) information already known by the receiving party through proper means; and (c) information that is or becomes available to a party from a source (i) other than the party asserting confidentiality and (ii) rightfully in possession of such information on a non-confidential basis.

14. This Order does not deprive the Discovery Parties of their right to object to discovery by any other party or on any otherwise permitted ground. This Order is entered without



prejudice to the right of any party to move the court for modification of or relief from any of its terms.

15. This Order survives the termination of these chapter 11 cases and remains in full force and effect unless modified by order of the court or by written stipulation of the parties filed with the court.

16. Other Proceedings. By entering this Order and limiting the disclosure of information in this litigation, this court does not intend to preclude another court from finding that information relevant and subject to disclosure in another case. Any person or party subject to this Order who in another proceeding becomes subject to a motion to disclose another party's information designated Confidential or Highly Confidential pursuant to this Order shall promptly notify that party of the motion so that party may have an opportunity to appear and be heard in the other proceeding.

17. Upon final conclusion of this litigation, each party or other individual subject to this Order shall assemble and return all original and unmarked copies of Confidential or Highly Confidential Material to the originating source, and shall, at the request of the originating source, destroy all copies of Confidential or Highly Confidential Material that contain and/or constitute attorney work product as well as excerpts, summaries, and digests revealing Confidential or Highly Confidential Material; provided, however, that counsel may retain complete copies of all transcripts and pleadings, including any exhibits attached thereto, for archival purposes subject to the provisions of this Order. To the extent a party requests the return of Confidential or Highly Confidential Material from the court following final conclusion of these chapter 11 cases, including the exhaustion of all appeals therefrom and all related proceedings, the party shall file a motion seeking such relief.



s/ Jacqueline P. Rubin

**PAUL, WEISS, RIFKIND, WHARTON &  
GARRISON LLP**

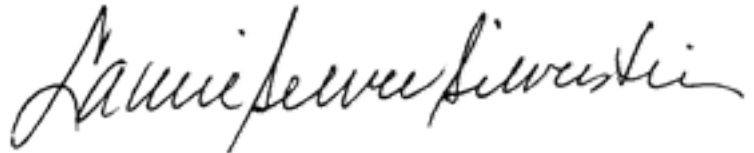
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Unsecured Creditors*

**Dated: September 13th, 2019  
Wilmington, Delaware**



**LAURIE SELBER SILVERSTEIN  
UNITED STATES BANKRUPTCY JUDGE**



**EXHIBIT A**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

SPORTCO HOLDINGS, INC., *et al.*,  
  
Debtors.

Chapter 11

Case No. 19-11299 (LSS)

(Joint Administration Requested)

**AGREEMENT TO BE BOUND BY DISCOVERY CONFIDENTIALITY ORDER**

I, \_\_\_\_\_ being duly sworn, state that:

1. My address is \_\_\_\_\_.

2. My present employer is \_\_\_\_\_ and the address of my present employment is \_\_\_\_\_.

3. My present occupation or job description is \_\_\_\_\_.

4. I have carefully read and understand the provisions of the Discovery Confidentiality Order in this case, and I will comply with all its provisions.

5. I will hold in confidence and not disclose to anyone not qualified under the Discovery Confidentiality Order any Confidential Material or any words, summaries, abstracts, or indices of Confidential information disclosed to me.

6. I will limit use of Confidential Material disclosed to me solely for purpose of this litigation.

7. No later than the final conclusion of the case, I will return all Confidential Material and summaries, abstracts, and indices thereof which come into my possession, and documents or things which I have prepared relating thereto, to counsel for the party for whom I was employed or retained.

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Name]