

At IAS Part 3 of the Supreme Court of the State of New York, held in and for the County of New York at the Courthouse thereof at 60 Centre Street, New York, this 12th day of November, 2014.

PRESENT:

Hon. Eileen Bransten, Justice

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X	:	
VIJAY SINGH,	:	Index No.: 651659/2013
	:	
Plaintiff,	:	UNOPPOSED ORDER TO SHOW
	:	CAUSE SEEKING AN ORDER
v.	:	DIRECTING THE ISSUANCE OF
	:	COMMISSIONS
PGA TOUR, INC.,	:	
	:	
Defendant.	:	
-----X	:	

Upon reading and filing the annexed Affirmation of Anthony J. Dreyer in Support of Defendant PGA TOUR, Inc.'s Unopposed Order to Show Cause Seeking an Order Directing the Issuance of Commissions, dated November 12, 2014 and commissions to subpoena certain nonparty witnesses, it is hereby

ORDERED that Plaintiff Vijay Singh, show cause before this Court at Commercial Division Part 3, Courtroom 442, at the Courthouse located at 60 Centre Street, New York, New York, on the _____ day of _____, 2014, at 9:30 a.m., or as soon thereafter as counsel may be heard, why an order should not be made and entered, pursuant to

New York Civil Practice Law and Rule 3108, granting the application of Defendant PGA TOUR, Inc. for:

1. A Commission by this Court to:

CUYAHOGA COUNTY COMMON PLEAS COURT OR ANY PERSON
AUTHORIZED UNDER OHIO LAW

authorizing that individual and empowering him or her to issue the subpoena pursuant to Article 31 of the New York Civil Practice Law and Rules and Ohio Rev. Code §§ 2319.08 and 2319.09 to IMG Worldwide, LLC.

2. Such other and further relief as this Court deems just and proper.

SUFFICIENT CAUSE APPEARING THEREFORE, it is hereby **ORDERED** that service of a copy of this Unopposed Order to Show Cause, together with the papers upon which it is based, shall be made by electronic mail upon defendants' counsel, on or before November _____, 2014; and it is further

ORDERED that answering papers, if any, are to be served by electronic mail on Defendant's counsel on or before November _____, 2014.

ENTERED:

Hon. Eileen Bransten, J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X	:	
VIJAY SINGH,	:	Index No.: 651659/2013
	:	
Plaintiff,	:	Hon. Eileen Bransten
	:	
v.	:	AFFIRMATION OF ANTHONY J.
	:	DREYER IN SUPPORT OF
PGA TOUR, INC.,	:	DEFENDANT’S UNOPPOSED ORDER
	:	TO SHOW CAUSE SEEKING AN
Defendant.	:	ORDER DIRECTING THE ISSUANCE
	:	OF COMMISSIONS
-----X	:	

ANTHONY J. DREYER, an attorney duly admitted to practice before the Courts of the State of New York, affirms under penalty of perjury as follows:

1. I am a partner with the law firm Skadden, Arps, Slate, Meagher & Flom LLP, counsel for Defendant PGA TOUR, Inc. (the “TOUR”).
2. I am fully familiar with the facts and circumstances of this litigation by virtue of my personal involvement in this litigation and a review of the files for this proceeding.
3. I respectfully submit this affirmation in support of Defendant’s Unopposed Order to Show Cause Seeking an Order Directing the Issuance of Commissions authorizing the Defendant to conduct discovery of IMG Worldwide, LLC (“IMG”), a non-party located in Ohio. Upon the issuance of such Commission, Defendant intends to seek an Order from the Cuyahoga County Common Pleas Court, if necessary, permitting it to serve a subpoena *duces tecum* and *ad testificandum* (the “Subpoena”) upon IMG seeking the production of documents and appearance for deposition. A true and correct copy of a [Proposed] Order for Commissions is attached as Exhibit A, and Commission to subpoena out-of-state non-parties for the above-named witnesses is attached as Exhibit B, respectfully

4. On November 10, 2014, counsel for Plaintiff Vijay Singh stated that they do not have any objections to Defendant's Unopposed Order to Show Cause Seeking an Order Directing the Issuance of Commissions.

5. In this action, Plaintiff Vijay Singh – a professional golfer and member of the TOUR – alleges that the TOUR wrongfully disciplined him as a result of his admission to using a product that contained IGF-1, a prohibited substance under the TOUR's Anti-Doping Program. Mr. Singh asserts that, as a result of the TOUR's actions, he has lost extensive endorsement opportunities with several companies.

6. IMG is a sports agency that represents Mr. Singh in negotiations with sponsors. IMG thus possesses documents and information relevant to this action, including, *inter alia*, documents and communications related to IMG's discussions with potential sponsors on behalf of Mr. Singh. Accordingly, as reflected in the Subpoena and Schedule A attached thereto, the discovery sought from IMG is material and necessary for the defense of this action.

7. Moreover, the TOUR cannot obtain this information directly from Mr. Singh because Mr. Singh would not have communications internal to IMG or between IMG representatives and potential sponsors, and indeed has produced no such documents in response to discovery requests that called for such documents. This application is therefore necessary.

8. Further, it is necessary to issue commissions because IMG is a third-party witness residing out of state and cannot be compelled to appear for examination in the State of New York. The TOUR intends in good faith to use the testimony sought upon the trial in the abovementioned action.

9. This application is made in compliance with the Court's preference that motions be made by Order to Show Cause.

10. No prior application for this specific relief has been sought in this Court or in any other court.

ACCORDINGLY, Defendant respectfully requests that the Court issue Commissions authorizing Defendant to conduct discovery in accordance with the Subpoena, to take the examination orally under oath of IMG and to seek an Order from the Cuyahoga County Common Pleas Court, if necessary, authorizing it to serve such Subpoena.

November 12, 2014

/s Anthony J. Dreyer
Anthony J. Dreyer, Esq.

EXHIBIT A

At IAS Part 3 of the Supreme Court of the State of New York, held in and for the County of New York at the Courthouse thereof at 60 Centre Street, New York, this _____ day of November, 2014.

PRESENT:

Hon. Eileen Bransten, Justice

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X	:	Index No.: 651659/2013
VIJAY SINGH,	:	
	:	
Plaintiff,	:	[PROPOSED] ORDER FOR
	:	COMMISSIONS
v.	:	
	:	
PGA TOUR, INC.,	:	
	:	
Defendant.	:	
-----X	:	

A motion having duly come on to be heard on the _____ day of _____, 2014, for an order for the issuance of commissions.

Now, on reading and filing the following papers submitted to the Court, the Affirmation of Anthony J. Dreyer in Support of Defendant's Unopposed Order to Show Cause Seeking an Order Directing the Issuance of Commissions, dated November 12, 2014, and commissions to subpoena certain nonparty witnesses, and upon the Court's decision thereon dated _____, it is hereby

ORDERED that the motion is granted and it is further

ORDERED that, pursuant to CPLR 3108, commissions issue in this action to the Cuyahoga County Common Pleas Court or to any other person authorized to issue subpoenas in

the State of Ohio, to issue a subpoena *duces tecum* to IMG Worldwide, LLC, with an address of c/o CSC-Lawyers Incorporating Service (Corporation Service Company), 50 W. Broad St. Suite 1800, Columbus, Ohio, 43215.

IT IS FURTHER ORDERED that, pursuant to CPLR 3108, commissions issue in this action to the Cuyahoga County Common Pleas Court of the State of Ohio, or any other authorized person who may administer oaths pursuant to the laws of that state, to take the deposition upon oral questions of IMG Worldwide, LLC, with an address of c/o CSC-Lawyers Incorporating Service (Corporation Service Company), 50 W. Broad St. Suite 1800, Columbus, Ohio, 43215, as witnesses on behalf of plaintiffs in this action and that he return the transcript of the testimony subscribed by the witness, certified to be correct, annexed to said commission, with any exhibits produced and proved before him, to the Clerk of the Supreme Court of the State of New York, County of New York, 60 Centre Street, New York, New York, by certified or registered mail, with all convenient speed.

Dated: _____

ENTERED:

Eileen Bransten, J.S.C.

EXHIBIT B

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X	:	
VIJAY SINGH,	:	Index No.: 651659/2013
	:	
Plaintiff,	:	Hon. Eileen Bransten
	:	
v.	:	COMMISSIONS
	:	
PGA TOUR, INC.,	:	
	:	
Defendant.	:	
-----X	:	

THE PEOPLE OF THE STATE OF NEW YORK:

TO: The Cuyahoga County Common Pleas Court

OR

Any Person Authorized Under Ohio Law

GREETING:

KNOW YE, that we, with full faith in your prudence and competency, having appointed you Commissioner, and by these presents do authorize you or any of you to administer an oath and issue or request process to compel IMG Worldwide, LLC (“IMG”), with an address of c/o CSC-Lawyers Incorporating Service (Corporation Service Company), 50 W. Broad St. Suite 1800, Columbus, OH 43215, a non-party witness in the action captioned above pending in our Supreme Court of the State of New York, New York County, to come before you for the purpose of giving a deposition upon oral examination before trial and to produce the items described in Schedule A of the Subpoena *Duces Tecum* and *Ad Testificandum* annexed hereto in the manner prescribed by and in accordance with the rules of this Court and Article 31 of the New York Civil Practice Law and Rules.

WE THEREFORE REQUEST OF YOU or any other duly authorized person who may administer oaths pursuant to the laws of the State of Ohio, do cause the witness to produce the items described in Schedule A of the Subpoena *Duces Tecum* and *Ad Testificandum* annexed hereto and to come before you or some competent person appointed by you for that purpose at a certain time and place to be by you appointed and to be then and there placed under oath and to answer questions and cross-questions put to him by attorneys for the parties in the action captioned above; and that the deposition be committed to writing subscribed by the witness, and certified to be correct and proven before you; and that you return the transcript of the testimony to the Clerk of the Supreme Court of the State of New York, County of New York, 60 Centre Street, New York, New York, by certified or registered mail with all convenient speed. You are to be governed in these undertakings by the applicable laws of the State of New York.

IN TESTIMONY WHEREOF, the seal of the Supreme Court of the State of New York, County of New York is hereto affixed.

WITNESS, the Honorable EILEEN BRANSTEN, Justice of the Supreme Court of the State of New York, County of New York, this _____ day of _____, 2014.

By the Court,

EXHIBIT C

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X		
VIJAY SINGH,	:	Index No.: 651659/2013
	:	
Plaintiff,	:	Hon. Eileen Bransten
	:	
v.	:	SUBPOENA DUCES TECUM
	:	AND AD TESTIFICANDUM
PGA TOUR, INC.,	:	
	:	
Defendant.	:	
	:	
-----X		

To: IMG Worldwide, LLC
c/o CSC-Lawyers Incorporating Service (Corporation Service Company)
50 W. Broad St. Suite 1800
Columbus, OH 43215

YOU ARE HEREBY COMMANDED, to produce any and all documents requested in the attached Schedule A, to the extent such documents are in your possession, custody or control, or in the possession, custody or control of any of your agents, employees or representatives, at the offices of Vorys Sater Seymour & Pease LLP, 200 Public Square, Suite 1400, Cleveland, OH 44114-2327, on or before December 15, 2014 at 5:00 p.m.

Such production is necessary, relevant and material to Defendant PGA TOUR, Inc.'s (the "TOUR") defense of the allegations in the lawsuit pending in the State of New York, under the caption *Singh v. PGA TOUR, Inc.*, Index No. 651659/2013.

To expedite your document production, the TOUR requests a far narrower set of documents than permitted under the New York Civil Practice Law & Rules ("CPLR"). The TOUR expressly reserves the right to demand additional documents following your initial production.

Any and all disclosure or exchange of confidential information shall be made pursuant to the Stipulation and Order for the Production and Exchange of Confidential Information (the “Stipulation”), Ordered on February 28, 2014 by the Hon. Eileen Bransten, J.S.C. A copy of the Stipulation is attached hereto as Schedule B.

YOU ARE FURTHER HEREBY COMMANDED, to appear before a person authorized to administer oaths and transcribe deposition testimony in the State of Ohio, at the offices of Vorys Sater Seymour & Pease LLP, 200 Public Square, Suite 1400, Cleveland, OH 44114-2327, on January 15, 2014 at 10:00 a.m., or at such time as you may agree upon with counsel for the TOUR, continuing from day-to-day thereafter or on any recessed or adjourned date, until completed, to give testimony in the above-captioned action.

Failure to comply with this subpoena is punishable as a contempt of Court and shall make you liable to the person on whose behalf this subpoena was issued for a penalty not to exceed fifty dollars and all damages sustained by reason of your failure to comply.

Dated: New York, New York
November 12, 2014

SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP

By: /s/ Anthony J. Dreyer
Jeffrey A. Mishkin
Anthony J. Dreyer
Michael H. Menitove
Four Times Square
New York, NY 10036
(212) 735-3000

Attorneys for Defendant PGA TOUR, Inc.

SCHEDULE A

DOCUMENTS REQUESTED

1. All Documents and Communications, from January 1, 2012 through the present, concerning any agreement or potential agreement between Vijay Singh and any Sponsor or potential Sponsor.

DEFINITIONS & INSTRUCTIONS

1. “You” and “Your” shall mean IMG Worldwide, LLC, IMG Worldwide, Inc., IMG Golf and/or any affiliates, subsidiaries, successors or assigns thereof, and any directors, officers, employees, agents, representatives, or other persons acting, or purporting to act, on Your behalf.

2. “Vijay Singh” shall mean Plaintiff Vijay Singh and/or Vijay Singh, Inc., including any employees, agents, representatives, or other persons acting, or purporting to act, on his behalf.

3. “Sponsor” shall mean any company or entity that has proposed, contemplated, considered, declined or agreed to use Plaintiff Vijay Singh’s name, image or likeness to endorse its products or services in exchange for compensation, whether monetary or otherwise.

4. The terms “all” or “any” mean “any and all.” The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that would otherwise be construed to be outside of its scope. The use of the singular form of any word includes the plural and vice versa.

5. “Document” is intended to be interpreted in the broadest possible sense pursuant to CPLR 3120 and is defined to include, without limitation, any tangible thing or electronically stored information, including writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations, stored in any medium from which information can be obtained

either directly or, if necessary, after translation by the responding party into a reasonably usable form. A draft or non-identical copy is a separate document within the meaning of this term.

6. “Communication” means any oral or written utterance, notation or statement of any nature whatsoever, by or to whomsoever made, including, but not limited to, correspondence, conversations, dialogues, discussions, interviews, consultations, agreements, electronic mail, text messages, other electronic files, and other understandings, between or among two or more persons.

7. The term “concerning” means relating to, reflecting, referring to, embodying, memorializing, pertaining to, comprising, describing, discussing, evidencing, constituting or having any factual or logical connection whatsoever with the subject matter in question.

8. As used herein, all phrases following the terms “including” and “including but not limited to” are intended to illustrate the kinds of matters that are responsive to the request. Such examples are not intended to be exhaustive of the materials sought and shall not in any way be read to limit the scope of the request.

9. Where appropriate, the masculine form of a noun or pronoun includes the feminine form and vice versa.

10. You are to produce all requested documents in Your possession, custody or control, (including those stored electronically) whether or not the production of such documents requires that they be obtained from one or more of Your employees, agents, independent contractors, consultants, attorneys or any other person who would, upon request, make the documents available for production.

11. Any objections to these document requests shall state with specificity all grounds. Any ground not stated within the time provided by the CPLR or any extensions thereof, shall be waived.

12. In the event that any document called for by this request has been withheld by reason of a claim of privilege, work product or any other immunity, a list is to be furnished identifying each such document pursuant to the requirements of CPLR 3122(b) and/or Commercial Division Rule 11-b.

13. If a portion of any document responsive to these requests is withheld under claim of privilege pursuant to Definition & Instruction No. 12, any non-privileged portion of such document must be produced with the portion claimed to be privilege redacted.

14. If information stored in, or accessible through, a computer or other data retrieval system is produced, it must be accompanied by instructions and all other materials necessary to use or interpret such data.

15. Each request herein for a document or documents to be produced contemplates production of the document or documents in their entirety without abbreviation or expurgation (except as may be necessary to redact information as to which a claim of privilege is asserted).

16. All documents to be produced shall be organized and labeled to correspond with categories of these document requests or shall be produced in the manner in which they are kept in the ordinary course of Your business (together with file folders, labels or other identifying information and all related attachments or enclosures). If there are no documents responsive to a category in this requests, You shall so state in writing.

17. If there are responsive Documents, such as emails that are kept in electronic form (e.g., in a Microsoft Exchange Server or Outlook database, or on an individual user's workstation, personal computer, or laptop computer), then those Documents must be produced in single page, group IV .tiff with Concordance data file and Opt file. Your production of electronic mail must include meta-data relating to any given emails, including document-level text files, and any

electronic attachments. Documents must be produced preserving the parent/child relationship between emails and attachments. Non-identical copies must be produced in single page, group IV .tiff with Concordance data file and Opt file. Individual email messages may be incorporated in subsequent messages that respond to or forward the original message. All such responses or forwarding emails (email “chains”) must be viewed as distinct, non-identical Documents and produced as such.

18. These requests are continuing in nature and, to the extent that Your responses may be enlarged, diminished or otherwise modified by information acquired subsequent to the production of Your initial responses hereto, You are required, to the extent set forth in CPLR 3101(h), promptly to produce supplemental responses reflecting such changes.

SCHEDULE B

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X	:	
VIJAY SINGH,	:	Index No.: 651659/2013
	:	
Plaintiff,	:	Hon. Eileen Bransten
	:	
v.	:	STIPULATION AND ORDER
	:	FOR THE PRODUCTION AND
PGA TOUR, INC.,	:	EXCHANGE OF CONFIDENTIAL
	:	INFORMATION
Defendant.	:	
-----X	:	

This matter having come before the Court by stipulation of plaintiff, Vijay Singh, and defendant, PGA TOUR, Inc. for the entry of a protective order pursuant to CP LR 3103(a), limiting the review, copying, dissemination and filing of confidential and/or proprietary documents and information to be produced by either party and his or its respective counsel or by any non-party in the course of discovery in this matter to the extent set forth below; and the parties, by, between and among their respective counsel, having stipulated and agreed to the terms set forth herein, and good cause having been shown;

IT IS hereby ORDERED that:

1. This Stipulation is being entered into to facilitate the production, exchange and discovery of documents and information that the parties agree merit confidential treatment (hereinafter the "Documents" or "Testimony").

2. Either party may designate Documents produced, or Testimony given, in connection with this action as "confidential," either by notation on the document, statement on the record of the deposition, written advice to the respective undersigned counsel for the parties hereto, or by other

appropriate means.

3. As used herein:

(a) "Confidential Information" shall mean all Documents and Testimony, and all information contained therein, and other information designated as "Confidential," if such Documents or Testimony or information reveals or contains (i) information subject to contractual or other duties of confidence, (ii) trade secrets, (iii) proprietary business information, (iv) competitively sensitive information, or (v) information the disclosure of which would, in the good faith judgment of the party designating the material as confidential, be detrimental to the conduct of that party's business or the business of any of that party's customers, clients or members. Confidential Information shall not include material that is: (a) in the public domain at the time of disclosure to a Receiving party or becomes part of the public domain after its disclosure to a Receiving party as a result of publication not involving a violation of this Order, or (b) required by law to be included in a public record.

(b) "Highly Confidential Information" shall mean documents or information that (a) the Producing party deems in good faith to meet the definition of Confidential Information above, and (b) if disclosed to anyone other than those persons specified in Paragraphs 5(a)-5(e) below likely will result in serious competitive, commercial, financial, business or personal harm. Highly Confidential Information shall not include material that is: (a) in the public domain at the time of disclosure to a Receiving party or becomes part of the public domain after its disclosure to a Receiving party as a result of publication not involving a violation of this Order; or (b) required by law to be included in a public record. Except with the prior written consent of the Producing party or by Order of the Court, Highly Confidential Information shall not be furnished, shown or disclosed to any person except those individuals set forth in Paragraphs 5(a)-5(e) as well as any witness for the party that produced such Highly Confidential Information.

(c) "Producing party" shall mean the parties to this action and any third-parties

producing "Confidential Information" or "Highly Confidential Information" in connection with depositions, document production or otherwise, or the party asserting the confidentiality privilege, as the case maybe.

(d) "Receiving party" shall mean the party to this action and/or any non-party receiving "Confidential Information" or "Highly Confidential Information" in connection with depositions, document production or otherwise.

4. The Receiving party may, at any time, notify the Producing party that the Receiving party does not concur in the designation of a document or other material as Confidential Information or Highly Confidential Information. If the Producing party does not agree to declassify such document or material, the Receiving party may move before the Court for an order declassifying those documents or materials. If no such motion is filed, such documents or materials shall continue to be treated as Confidential Information or Highly Confidential Information, as the case may be. If such motion is filed, the documents or other materials shall be deemed Confidential Information or Highly Confidential Information, as the case may be, unless and until the Court rules otherwise.

5. Except with the prior written consent of the Producing party or by Order of the Court, Confidential Information shall not be furnished, shown or disclosed to any person or entity except to:

(a) personnel of plaintiff or defendant actually engaged in assisting in the preparation of this action for trial or other proceeding herein and who have been advised of their obligations hereunder;

(b) counsel for the parties to this action and their associated attorneys, paralegals and other professional personnel (including support staff) who are directly assisting such counsel in the preparation of this action for trial or other proceeding herein, are under the supervision or control of such counsel, and who have been advised by such counsel of their obligations hereunder;

(c) expert witnesses or consultants retained by the parties or their counsel to furnish

technical or expert services in connection with this action or to give testimony with respect to the subject matter of this action at the trial of this action or other proceeding herein; provided, however, that such Confidential Information is furnished, shown or disclosed in accordance with paragraph 7 hereof;

(d) the Court and court personnel, if filed in accordance with paragraph 12 hereof;

(e) mediators or discovery masters (and their support staff, legal assistants and clerical personnel) retained by the parties to assist in the action;

(f) the parties and, solely to the extent necessary to assist in this litigation, their agents or representatives;

(g) an officer before whom a deposition is taken, including stenographic reporters and necessary secretarial, clerical or other personnel of such officer, if furnished, shown or disclosed in accordance with paragraph 10 hereof;

(h) trial and deposition witnesses, if furnished, shown or disclosed in accordance with paragraphs 9 and 10, respectively, hereof; and

(i) any other person agreed to by the parties.

6. Confidential Information and Highly Confidential Information shall be utilized by the Receiving party and its counsel only for purposes of this litigation and for no other purposes.

7. Before any disclosure of Confidential Information or Highly Confidential Information is made to an expert witness or consultant pursuant to paragraph 5(c) hereof, counsel for the Receiving party shall obtain the expert's written agreement, in the form of Exhibit A attached hereto, to comply with and be bound by its terms. Counsel for the party obtaining the certificate shall supply a copy to counsel for the other party at the time of the disclosure of the information required to be disclosed by CPLR 3101 (d), except that any certificate signed by an expert or consultant who is not expected to be called as a witness at trial is not required to be supplied.

8. All depositions shall presumptively be treated as Highly Confidential Information and

subject to this Stipulation during the deposition and for a period of fifteen (15) days after a transcript of said deposition is received by counsel for each of the parties. At or before the end of such fifteen day period, the deposition shall be classified appropriately.

9. Should the need arise for any of the parties to disclose Confidential Information or Highly Confidential Information during any hearing or trial before the Court, including through argument or the presentation of evidence, such party may do so only after taking such steps as the Court, upon motion of the disclosing party, shall deem necessary to preserve the confidentiality of such Information.

10. This Stipulation shall not preclude counsel for the parties from, under the terms hereof, using during any deposition in this action any documents or information which have been designated as "Confidential Information" or "Highly Confidential Information." Any court reporter and deposition witness who is given access to Confidential Information and/or Highly Confidential Information shall, prior thereto, be provided with a copy of this Stipulation and shall execute the certificate annexed hereto. Counsel for the party obtaining the certificate shall supply a copy to counsel for the other party.

11. A party may designate as Confidential Information or Highly Confidential Information subject to this Stipulation any document, information, or deposition testimony produced or given by any non-party to this case, or any portion thereof. In the case of Documents, designation shall be made by notifying all counsel in writing of those documents which are to be stamped and treated as such at any time up to fifteen (15) days after actual receipt of copies of those documents by counsel for the party asserting the confidentiality privilege. In the case of deposition Testimony, designation shall be made by notifying all counsel in writing of those portions which are to be stamped or otherwise treated as such at any time up to fifteen (15) days after the transcript is received by counsel for the party asserting the confidentiality privilege. Prior to the expiration of such fifteen (15) day period (or until a designation is made by counsel, if such a designation is made in a shorter period of time), all such documents shall be treated as Highly Confidential Information.

12.

(a) A Receiving party who seeks to file with the Court any deposition transcripts, exhibits, answers to interrogatories, and other documents which have previously been designated as comprising or containing Confidential Information and/or Highly Confidential Information, and any pleading, brief or memorandum which reproduces, paraphrases or discloses Confidential Information and/or Highly Confidential Information, shall provide all other parties with seven (7) days' written notice of its intent to file such material with the Court, so that the Producing party may file by Order to Show Cause a motion to seal such Confidential Information and/or Highly Confidential Information. The Confidential Information and/or Highly Confidential Information shall not be filed until the Court renders a decision on the motion to seal. In the event the motion to seal is granted, all deposition transcripts, exhibits, answers to interrogatories, and other documents which have previously been designated by a party as comprising or containing Confidential Information and/or Highly Confidential Information, and any pleading, brief or memorandum which reproduces, paraphrases or discloses such material, shall be filed in sealed envelopes or other appropriate sealed container on which shall be endorsed the caption of this litigation, the words "CONFIDENTIAL MATERIAL-SUBJECT TO STIPULATION AND ORDER FOR THE PRODUCTION AND EXCHANGE OF CONFIDENTIAL INFORMATION" as an indication of the nature of the contents, and a statement in substantially the following form:

"This envelope, containing documents which are filed in this case by (name of party), is not to be opened nor are the contents thereof to be displayed or revealed other than to the Court and counsel of record, except by order of the Court or consent of counsel. Violation hereof may be regarded as contempt of the Court."

(b) As an alternative to the procedure set forth in paragraph 12(a), any party may file with the Court any documents previously designated as comprising or containing Confidential Information and/or Highly Confidential Information, and any pleading, brief or memorandum which

reproduces, paraphrases or discloses Confidential Information and/or Highly Confidential Information, by submitting such documents to the Part Clerk in sealed envelopes or other appropriate sealed container on which shall be endorsed the caption of this litigation, the words "CONFIDENTIAL MATERIAL SUBJECT TO STIPULATION AND ORDER FOR THE PRODUCTION AND EXCHANGE OF CONFIDENTIAL INFORMATION" as an indication of the nature of the contents, and a statement in substantially the following form:

"This envelope, containing documents which are filed in this case by (name of party), is not to be opened nor are the contents thereof to be displayed or revealed other than to the Court and counsel of record, except by order of the Court or consent of counsel."

Such documents shall be returned by the Part Clerk upon disposition of the motion or other proceeding for which they were submitted. A party that employs the filing procedure set forth in this paragraph 12(b) shall redact any and all Confidential Information and/or Highly Confidential Information before publicly filing a document, including via the New York State Courts Electronic Filing System.

(c) All pleadings, briefs or memoranda which reproduce, paraphrase or disclose any documents which have previously been designated by a party as comprising or containing Confidential Information and/or Highly Confidential Information, shall identify such documents by the production number ascribed to them at the time of production.

(d) A Receiving party who seeks to file with the Court any pleading, brief, memorandum or other document shall provide the Producing party with a copy of the proposed submission no later than 5:00 p.m. two business days before filing. The Receiving party shall indicate in its proposed submission any Confidential Information and/or Highly Confidential Information that it intends to redact when publicly filing the proposed submission, including via the New York State Courts Electronic Filing System. After receiving the proposed submission, the Producing party will have forty-eight (48) hours to notify the Receiving party whether the Producing party agrees that the Receiving party

has redacted all of the Producing party's Confidential Information and/or Highly Confidential Information reproduced, paraphrased or disclosed in the proposed submission. If the Producing party determines that the Receiving party's redactions are insufficient to prevent the disclosure of any of the Producing party's Confidential Information and/or Highly Confidential Information, then the Receiving party will make any and all additional redactions requested by the Producing party before publicly filing the submission, including via the New York State Courts Electronic Filing System. If the Receiving party disagrees with the redactions requested by the Producing party, the Receiving party may move before the Court for an order to remove the requested redactions and to re-file the document. The redactions requested by the Producing party will remain in place unless and until the Court rules otherwise.

13. Any person receiving Confidential Information or Highly Confidential Information shall not reveal or discuss such information to or with any person not entitled to receive such information under the terms hereof.

14. Any document or information that may contain Confidential Information or Highly Confidential Information that has been inadvertently produced without identification as to its "confidential" nature as provided in Paragraphs 2 and/or 11 of this Stipulation, may be so designated by the party asserting the confidentiality privilege by written notice to the undersigned counsel for the Receiving party identifying the document or information as Confidential Information and/or Highly Confidential Information within a reasonable time following the discovery that the document or information has been produced without such designation.

15. Extracts and summaries of Confidential Information and/or Highly Confidential Information shall also be treated as confidential in accordance with the provisions of this Stipulation.

16. The production or disclosure of Confidential Information and/or Highly Confidential Information shall in no way constitute a waiver of each party's right to object to the production or disclosure of other information in this action or in any other action.

17. The inadvertent production of any discovery material in this action shall be without prejudice to any claim that such material is privileged or protected from disclosure under the attorney-client privilege, the work product doctrine or any other applicable privilege or protection ("Privileged Material"), and no Producing party shall have waived any claims or arguments regarding the privileged or protected nature of the material or its inadvertent production. In order to allow for expeditious production of voluminous documents, a Producing party may, at its sole option, produce voluminous materials without detailed, or any, review to determine whether a privilege or other immunity from discovery applies to some of the documents, and such expeditious production shall not be deemed a waiver of any applicable privilege, protection or prohibition from disclosure of any Privileged Material if the Producing party otherwise complies with the procedures outlined in this paragraph for retrieving or "clawing back" the Privileged Material. If a Producing party believes that Privileged Material was inadvertently produced, the Producing party may notify in writing the Receiving party of the claim and the basis for the material being privileged or protected. Within ten (10) business days after receipt of such notice, the Receiving party shall: (i) take commercially reasonable efforts to promptly return, sequester or destroy the original and any copies of the Privileged Material (including to avoid any ambiguity, all copies, summaries, and derivations thereof) in its possession, custody or control; provided that the Receiving party may choose to retain one copy of such Privileged Material for purposes of objecting to the designation of that material as privileged or protected, and notify the Producing party, or any other party purporting to hold a privilege, that it has done so; (ii) not use or disclose the Privileged Material until the claim of privilege or protection is resolved; and (iii) take commercially reasonable efforts to retrieve the Privileged Material if the party disclosed it before receiving the notice of inadvertent production described in this Paragraph, and notify the Producing party that it has done so.

18. This Stipulation is entered into without prejudice to the right of either party to seek relief from, or modification of, this Stipulation or any provisions thereof by properly noticed motion to the

Court or to challenge any designation of confidentiality as inappropriate under the Civil Practice Law and Rules or other applicable law.

19. This Stipulation shall continue to be binding after the conclusion of this litigation except (a) that there shall be no restriction on documents that are used as exhibits in Court (unless such exhibits were filed under seal); and (b) that a party may seek the written permission of the Producing party or further order of the Court with respect to dissolution or modification of the Stipulation. The provisions of this Stipulation shall, absent prior written consent of both parties, continue to be binding after the conclusion of this action.

20. Nothing herein shall be deemed to waive any privilege or protection recognized by law, or shall be deemed an admission as to the admissibility in evidence of any facts or documents revealed in the course of disclosure.

21. Within sixty (60) days after the final termination of this litigation by settlement or exhaustion of all appeals, all Confidential Information and Highly Confidential Information produced or designated and all reproductions thereof, shall be returned to the Producing party or shall be destroyed, at the option of the Producing party. In the event that any party chooses to destroy physical objects and documents, such party shall certify in writing within sixty (60) days of the final termination of this litigation that it has undertaken its best efforts to destroy such physical objects and documents, and that such physical objects and documents have been destroyed to the best of its knowledge. Notwithstanding anything to the contrary, counsel of record for the parties may retain one copy of documents constituting work product, a copy of pleadings, motion papers, discovery responses, deposition transcripts and deposition and trial exhibits if such counsel otherwise comply with this Order with respect to retaining such material. This Stipulation shall not be interpreted in a manner that would violate any applicable canons of ethics or codes of professional responsibility. Nothing in this Stipulation shall prohibit or interfere with the ability of counsel for any party, or of experts specially retained for this case, to

represent any individual, corporation, or other entity adverse to any party or its affiliate(s) in connection with any other matters.

22. This Stipulation may be changed by further order of this Court, and is without prejudice to the rights of a party to move for relief from any of its provisions, or to seek or agree to different or additional protection for any particular material or information.

EXHIBIT "A"

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----	-X	
VIJAY SINGH,	:	Index No.: 651659/2013
	:	
Plaintiff,	:	Hon. Eileen Bransten
	:	
v.	:	AGREEMENT TO RESPECT
	:	CONFIDENTIAL MATERIAL
PGA TOUR, INC.,	:	
	:	
Defendant.	:	
-----	-X	

I, _____, state that:

1. My address is _____.
2. My present employer is _____.
3. My present occupation or job description is _____.

4. I have received a copy of the Stipulation for the Production and Exchange of Confidential Information (the "Stipulation") entered in the above-entitled action on _____.

5. I have carefully read and understand the provisions of the Stipulation.

6. I will comply with all of the provisions of the Stipulation.

7. I will hold in confidence, will not disclose to anyone not qualified under the Stipulation, and will use only for purposes of this action, any Confidential Information and/or Highly Confidential Information that is disclosed to me.

8. I will return all Confidential Information and Highly Confidential Information that comes into my possession, and documents or things that I have prepared relating thereto, to counsel for the party

by whom I am employed or retained, or to counsel from whom I received the Confidential Information and/or Highly Confidential Information.

9. I hereby submit to the jurisdiction of this Court for the purpose of enforcement of the Stipulation in this action.

Dated: _____