

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )  
CLEMSON UNIVERSITY, )  
Plaintiff, )  
vs. )  
ATLANTIC COAST CONFERENCE, )  
Defendant. )

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IN THE COURT OF COMMON PLEAS  
THIRTEENTH JUDICIAL CIRCUIT

Civil Action No. 2024-CP-39-00322

**INTERIM  
CONFIDENTIALITY ORDER**

THIS MATTER having come before the Court on the Motion for Entry of Discovery and Scheduling Order and Interim Confidentiality Order filed by Plaintiff Clemson University (“Clemson”), and this Court having found in its Discovery and Scheduling Order (“Discovery and Scheduling Order”), entered contemporaneously herewith, that Defendant Atlantic Coast Conference (“ACC”) contends that certain discovery material should be treated as confidential prior to the entry of a final confidentiality order in this case, the following provisions shall govern the documents produced pursuant to that Discovery and Scheduling Order:

1. From the date of entry hereof until entry of a subsequent confidentiality order, the terms of this Interim Confidentiality Protective Order shall apply to the ACC’s production and Clemson’s use of certain agreements between the ACC and ESPN that Clemson has requested to be produced by the ACC pursuant to Rule 34 of the South Carolina Rules of Civil Procedure (“the ESPN Agreements”). The purpose of this Order is for the ESPN Agreements to be treated as confidential in their entirety until this Court has had an opportunity to consider the parties’ respective positions about which provisions of the ESPN Agreement are due protection and to determine the scope and extent of those protections.

2. Within seven days after entry of this order, the ACC shall provide to Clemson unredacted copies of the ESPN Agreements (including any attachments), and the copies shall bear the notation “Confidential. Subject to Confidentiality Order.”

3. Clemson and any person authorized to receive the ESPN Agreements from Clemson shall not use and are barred from disclosing the ESPN Agreements for any purpose other than as necessary in the litigation currently pending between the parties, and then only subject to the terms and conditions of this Interim Confidentiality Order.

4. Clemson shall not disclose the ESPN Agreements to anyone other than:
- a. Clemson’s counsel in the litigation currently pending between the parties, including such counsel’s immediate paralegals and staff, or any personnel working at and under the direction of such counsel, paralegals, and staff:

The Court or related court-personnel to the extent that Clemson determines that some or all of the ESPN Agreements are necessary to the prosecution of the claims and defenses in the litigation currently pending between the parties (including, as applicable, any counterclaims), provided, however, that if submitted to a Court, Clemson shall submit the ESPN Agreements only under seal and shall take all additional measures provided for under the applicable rules of court to prevent disclosure to third persons, the public, or anyone other than necessary court personnel or the Court.

5. Nothing in this Interim Confidentiality Order shall be interpreted to bar or otherwise prevent counsel for Clemson from conducting such consultations as they deem necessary with Members of the Board of Trustees, officers, or other employees of Clemson, provided that, in such consultations, no public disclosure of the ESPN Agreements will be permitted absent the express written permission of the ACC, and all persons with whom such consultations occur shall acknowledge and be bound by the terms and conditions of this Interim Confidentiality Order.

6. In the event that Clemson receives a request under the South Carolina Freedom of Information Act (S.C. Code Ann. §§ 30-1-10 *et. seq.*) (the “Act”) for the ESPN Agreements,

Clemson shall immediately notify the ACC. Clemson shall respond to any request under the Act by indicating that the ESPN Agreements are subject to this Interim Confidentiality Order, thus affording the ACC the opportunity to request a hearing or to intervene in any action previously filed regarding disclosure of the ESPN Agreements pursuant to S.C. Code Ann. § 30-4-110(B). Nothing in this Order shall require Clemson to object to the production of the ESPN Agreements under the Act or to participate in any hearing or litigation, nor assert that any portion of the ESPN Agreements are confidential or trade secrets. Clemson shall not disclose the ESPN Agreements pursuant to such a request unless either the ACC approves disclosure in writing or Clemson is compelled to do so under the Act by order of a court of competent jurisdiction. If Clemson is compelled under the Act by an order of a court of competent jurisdiction to produce the ESPN Agreements, any such disclosure or production shall not constitute a breach of this Interim Confidentiality Order.

7. All copies, duplicates, or extracts of the ESPN Agreements made by Clemson shall be affixed with the designation “Confidential. Subject to Confidentiality Order,” and shall be afforded the full protections of this Interim Confidentiality Order.

8. Unless otherwise provided by any subsequent confidentiality order entered in this case, within sixty (60) days after the termination of the litigation currently pending between the parties, Clemson shall return to the ACC the ESPN Agreements produced subject to this order, and certify that all copies, duplicates, or extracts of the ESPN Agreements have been destroyed. Clemson, in fulfillment of this obligation, may certify that the ESPN Agreements have been destroyed, rather than returning them to the ACC.

9. In consenting to this Order as confirmed in the phone conference of April 29, 2024, or in complying with the provisions of this Order, this Court finds that ACC shall have preserved

and shall not have waived any objections or defenses which it may have in this matter, including any defenses based upon personal jurisdiction, except those previously waived in the Stipulation of Service entered on March 28, 2024.

**IT IS SO ORDERED.**

*E-Signature of Judge Gravely to follow*



Pickens Common Pleas

**Case Caption:** Clemson University VS Atlantic Coast Conference

**Case Number:** 2024CP3900322

**Type:** Order/Other

So Ordered

s/ Honorable Perry H. Gravely, #2755