

IdeaFlood Inc v. About Inc et al

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CENTRAL DISTRICT OF CALIFORNIA
BY [Signature] DEPUTY

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ABOUT, INC., UNITED ONLINE, INC.,
MEGA WEB SERVICES, INC., and MYSITE,
INC.

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BY [Signature] 021

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

IDEAFLOOD, INC. a Nevada
corporation,

CASE NO. CV05-3618 RGK (FMOx)

Plaintiff,

The Hon. Fernando M. Olguin

v.

~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER

ABOUT, INC., a Delaware corporation,
UNITED ONLINE, INC., a Delaware

Courtroom: F

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Mitchell
Silberberg &
Knupp LLP

0853855

1 corporation, MEGA WEB SERVICES,
2 INC., a Delaware corporation, and
MYSITE, INC., a corporation or other
business association,

3 Defendants.

SCANNED

4
5 AND RELATED COUNTERCLAIM
6

7 **STIPULATED PROTECTIVE ORDER**

8 WHEREAS, the parties recognize that pursuant to discovery or otherwise
9 during the course of this action, all parties and nonparties may be required to
10 disclose trade secrets and other confidential or proprietary research, development,
11 or commercial information within the meaning of Rule 26(c) of the Federal Rules
12 of Civil Procedure; and

13 WHEREAS, this action involves, *inter alia*, (a) highly confidential,
14 technical, proprietary and trade secret subject matter and (b) highly sensitive and
15 confidential financial and marketing information;

16 WHEREAS, the unrestricted disclosure of such highly confidential,
17 technical, marketing and financial information would be extremely prejudicial to
18 the parties and compromise their respective competitive positions or subject them
19 to liability under existing agreements; therefore, the parties have determined that
20 this Protective Order is required in order to protect the interests of the parties while
21 allowing the exchange of information relevant to the action; and

22 WHEREAS, the parties have, through counsel, stipulated to the entry of this
23 Protective Order pursuant to Rule 26(c) to prevent unnecessary disclosure or
24 dissemination of such confidential or proprietary information; and

25 IT IS HEREBY ORDERED that the following provisions of this Order shall
26 control:
27

1 **1. Designated Material**

2 In accordance with the terms of this Protective Order, any information
3 recorded in any form or any portion thereof, including any form of evidence or
4 discovery contemplated under Rules 26 through 36 and Rule 45 of the Federal
5 Rules of Civil Procedure, may be designated pursuant to this Protective Order as
6 "CONFIDENTIAL" by the person or entity producing it or by any party to this
7 action (the "Designating Party") if: (a) produced or served, formally or informally,
8 pursuant to the Federal Rules of Civil Procedure or in response to any other formal
9 or informal discovery request in this action; and/or (b) filed with the Court. All
10 such information and material and all information or material derived from it
11 constitutes "Designated Material" under this Protective Order. Unless and until
12 otherwise ordered by the Court or agreed to in writing by the parties, any and all
13 material designated under this Protective Order shall not be used or disclosed by
14 the party receiving the Designated Material (the "Receiving Party") except as
15 provided under the terms of this Protective Order. (For purposes of this Protective
16 Order, "disclose" or "disclosed" means to show, furnish, provide or otherwise
17 communicate the contents or existence of the referenced material or document to
18 anyone, except as provided herein).

19 **2. Access**

20 **2.1 Materials Designated "CONFIDENTIAL"**

21 Subject to the limitations set forth in this Protective Order, Designated
22 Material may be marked "CONFIDENTIAL" generally for the purpose of
23 protecting non-public information relating to the Designating Party's highly
24 sensitive technical, manufacturing, patent application, non-public marketing and
25 financial information, competitive and pricing information. Material designated
26 CONFIDENTIAL may only be disclosed by the Receiving Party to:

27 a. Persons who appear on the face of the Designated Material
28 marked CONFIDENTIAL as an author, addressee or recipient thereof; or persons

1 who have prior knowledge of the contents of the document or thing, participated in
2 events described or contained in the document or thing or in whose files the
3 document or thing was found;

4 b. Outside counsel of record for the parties and Designating
5 Parties to this action, as well as the partners, associates, agents and regularly
6 employed staff and supporting personnel of such counsel to the extent reasonably
7 necessary to render professional services in this action;

8 c. One designated in-house counsel of Plaintiff, Ideaflow
9 (“Ideaflow”), two designated officers of Plaintiff’s patent licensing agent General
10 Patent Corporation International (Alex Poltorak and Neil Cohen), two designated
11 in-house counsel of defendants About, Inc. (“About”), United Online, Inc.
12 (“United”), Mega Web Services, Inc. (“Mega”), and MySite, Inc. (“MySite”), and
13 indemnitor Primedia, Inc. (“Primedia”). A designated in-house counsel must be an
14 attorney employed by a party, agent, or indemnitor, residing and licensed to
15 practice law in the United States, and actively involved in assisting in the
16 representation of his/her client in this matter, and whose job responsibilities are
17 primarily legal in nature and do not include responsibility for day-to-day
18 operations of the company. The parties shall disclose the identities of their
19 designated in-house counsel within ten (10) days of the entry of this Order.

20 d. A fact deposition witness, provided that Counsel for the party
21 taking the deposition has provided to the Designating Party copies of the
22 Designated Material marked CONFIDENTIAL more than five (5) business days
23 prior to the deposition, and that no Objection is made during that period to be
24 referenced in the deposition; or any trial witness, provided that the Designated
25 Material marked CONFIDENTIAL has been or will be offered into evidence,
26 either by stipulation of the Designating Party or, after the Designating Party has
27 been provided an opportunity to object, by a ruling by the Court;

1 e. The Court and court personnel (including stenographic
2 reporters) and any necessary law clerk, paralegal, secretarial, clerical, and other lay
3 court personnel;

4 f. Subject to Section 3 below, Designated Material marked
5 CONFIDENTIAL may also be disclosed to Independent Experts (and the
6 assistants, secretarial and clerical staffs of such Independent Experts),
7 (collectively, "Consultants") who are not employees of a Receiving Party and who
8 are retained by a party or its attorneys of record in this action to assist in the
9 preparation of the case, such as independent economic, accounting or scientific
10 experts or technical advisors, and to furnish technical or expert services in
11 connection with this action, or to give testimony with respect to the subject matter
12 thereof for the trial of this action, and (i) who have been designated in writing by
13 notice to counsel for all the other parties to this action and all Designating Parties
14 prior to any disclosure of any of the Designating Party's CONFIDENTIAL
15 information to such persons, and (ii) who have been provided with a copy of this
16 Order and have signed an affidavit of the form of Exhibit A attached hereto (a copy
17 of such signed affidavit to be provided promptly to counsel for all other parties and
18 all Designated Parties by counsel for the party retaining such person);

19 g. Duplicating, photocopying and document coding/scanning
20 contractors;

21 h. Such other persons as the Designating Party may, in writing,
22 agree or by order of this Court. For purposes of this subsection (h), Defendants
23 hereby agree that Plaintiff may disclose the contents of, but may not provide a
24 copy of, documents that only disclose monthly or yearly revenue information to
25 Brian Shuster in his capacity as an officer of Ideaflood, Inc., on the condition that
26 Plaintiff first identify the documents to be disclosed by Bates range in writing to
27 counsel for Defendants five days prior to disclosure. If Defendants do not agree
28 that the documents identified are documents that only disclose monthly or yearly

1 revenue information, then the parties agree to negotiate in good faith to identify
2 other documents or to redact documents such that they only disclose monthly or
3 yearly revenue information. If agreement is not reached, Defendants may file a
4 motion for protective order and shall have the burden to show that the documents
5 disclose more than monthly or yearly revenue information. Until that motion for
6 protective order is finally resolved, Plaintiff may not disclose the information to
7 Mr. Shuster.

8 **2.2 Destruction of Designated Materials**

9 Upon the termination of this action, all recipients of Designated Material
10 pursuant to Section 2 shall return or destroy all Designated Material (and all copies
11 thereof) in the manner described in Section 13.2 of this Protective Order.

12 **3. Certificates Concerning Designated Materials**

13 **3.1 Execution of Agreement**

14 Each person to whom any Designated Material may be disclosed pursuant to
15 the provisions of Sections 2.1 (a), (c), (d) or (f) above, shall, prior to the time such
16 Designated Material is disclosed to him or her, be provided with a copy of this
17 Protective Order and shall certify under penalty of perjury that he or she has
18 carefully read the Protective Order and fully understands and agrees to abide by its
19 terms. This certificate shall be in the form attached as Exhibit A. Outside counsel
20 who makes any disclosure of Designated Materials to Consultants, pursuant to
21 Sections 2.1(f) above, shall retain each original executed certificate. This
22 certificate shall be in the form attached as Exhibit A.

23 **3.2 Identification of 2.1(f) Persons**

24 If any party desires to give, show, make available or communicate any
25 documents or information designated as CONFIDENTIAL to any person identified
26 in paragraph 2.1(f) above, the party must first identify that individual to attorneys
27 for the Designating Party, who shall have seven (7) business days from receipt of
28 such notice to object to disclosure to any individual so identified. Such

1 identification shall include the full name, company or firm name and professional
2 address of the Section 2.1(f) individuals. The parties shall attempt to resolve any
3 objections informally. If the objections cannot be resolved within ten (10) business
4 days from service of the notice, the party seeking to disclose the documents or
5 information designated as CONFIDENTIAL to the individual may move for an
6 order of the Court allowing the disclosure provided that the party so moving
7 promptly serves upon the Designating Party a copy of all moving papers. In the
8 event objections are made and not resolved informally, disclosure of
9 CONFIDENTIAL documents and/or information to the individual shall not be
10 made except by order of the Court. The party seeking disclosure shall bear the
11 burden of proving that the disclosure is appropriate.

12 **4. Use of Designated Materials by Designating Party**

13 Nothing in this Protective Order shall limit any Designating Party's use of
14 its own documents and information nor shall it prevent the Designating Party from
15 disclosing its own confidential information or documents to any person. Such
16 disclosure shall not affect any designations made pursuant to the terms of this
17 Stipulated Protective Order, so long as the disclosure is made in a manner which is
18 reasonably calculated to maintain the confidentiality of the information.

19 **5. Designating Materials**

20 Documents, information, materials, pleadings, legal memoranda, expert
21 statements and discovery responses, in whole or in part, may be designated as
22 CONFIDENTIAL as follows:

23 **5.1 Legend**

24 The producing or responding party shall designate material by placing the
25 legend "CONFIDENTIAL" on each page of the materials or on each physical item
26 prior to its production.

27
28

1 **5.2 Designation of Materials Produced by Others**

2 When a party wishes to designate its own CONFIDENTIAL materials
3 produced by someone other than the Designating Party, such designation shall be
4 made:

5 (a) Within fifteen (15) days from the date that the Designating
6 Party receives copies of such materials from the producing or disclosing entity; and

7 (b) By notice to all parties to this action and to the producing party,
8 if such party is not a party to this action, identifying the materials to be designated
9 with particularity (either by production numbers or by providing other adequate
10 identification of the specific material). Such notice shall be sent by facsimile and
11 regular mail.

12 (c) The parties receiving such materials agree to treat them as
13 "CONFIDENTIAL" materials under this Protective Order until expiration of the
14 15 day period or until designation is made as set forth above within the 15 day
15 period.

16 **5.3 Further Treatment**

17 Upon notice of designation pursuant to Section 5.2 above, all persons
18 receiving notice of the requested designation of materials shall:

19 (a) Make no further disclosure of such Designated Material or
20 information contained therein, except as allowed in this Protective Order;

21 (b) Take reasonable steps to notify any persons known to have
22 possession of or access to such Designated Materials of the effect of such
23 designation under this Protective Order; and

24 (c) Take reasonable steps to reclaim or prevent access to such
25 Designated Material or information in the possession or control of any person not
26 permitted to have access under the terms of this Protective Order.

27
28

1 **6. Designating Depositions**

2 **6.1 During Depositions**

3 Deposition transcripts or portions thereof may be designated as
4 CONFIDENTIAL by a party or Designating Party during deposition testimony
5 taken in this action, in which case the portion of the transcript containing
6 Designated Material shall be identified in the transcript by the Court Reporter as
7 CONFIDENTIAL.

8 **6.2 Exclusion of Persons**

9 Where testimony is designated at a deposition, the Designating Party shall
10 have the right to exclude at those portions of the deposition all persons not
11 authorized by the terms of this Stipulated Protective Order to receive such
12 Designated Material.

13 **6.3 Use at a Deposition**

14 Notwithstanding the provisions set forth in Sections 2.1 and 3, above, any
15 party may mark Designated Material marked CONFIDENTIAL as a deposition
16 exhibit and examine any witness thereon, provided that the exhibit and related
17 transcript pages receive the same confidentiality designation as the original
18 Designated Material and provided that the person to whom the Designated
19 Materials is to be shown is a person who may have such access under Sections 2.1
20 and 3, above.

21 **6.4 Designation After a Deposition**

22 Any party or Designating Party may, within thirty (30) calendar days after
23 receiving a deposition transcript, designate pages of the transcript and/or its
24 exhibits as Designated Material. If any party or Designating Party so designates
25 such material, the parties or deponents shall provide written notice of such
26 designation to all parties within the thirty day period. Designated Material within
27 the deposition transcript or the exhibits thereto may be identified in writing or by
28 underlining the relevant portions and marking such portions CONFIDENTIAL.

1 Until the expiration of the thirty calendar day period, any portion of the deposition
2 not previously designated shall be treated as CONFIDENTIAL and subject to
3 protection as provided by this Protective Order.

4 **7. Copies**

5 All complete or partial copies of Designated Materials and written materials
6 derived from Designated Materials shall also be deemed subject to the terms of this
7 Protective Order.

8 **8. Court Procedures**

9 **8.1 Disclosure of Designated Material to Court Officials**

10 Subject to the provisions of this Section 8, Designated Material may be
11 disclosed to the Court, Court officials or employees involved in this action
12 (including court reporters, persons operating video recording equipment at
13 depositions, and any special master or referee appointed by the Court), the jury in
14 this action, and any interpreters interpreting on behalf of any party or deponent
15 who complete the certification set out in Exhibit A.

16 **8.2 Filing Designated Materials with the Court**

17 Pursuant to Local Rule 79-5, where a party other than the designating party
18 desires to file Designated Material with the Court, the party shall file a written
19 application and a proposed order with the judge along with the Designated
20 Material submitted for filing under seal. The proposed order shall address both the
21 sealing of the application and order itself, if appropriate. The original and judge's
22 copy of the document shall be sealed in separate envelopes with a copy of the title
23 page attached to the front of each envelope. Conformed copies need not be placed
24 in sealed envelopes.

25 In addition, all Designated Material filed with the Court in a sealed envelope
26 shall provide the words "CONFIDENTIAL-FILED UNDER SEAL" and a
27 statement substantially as follows:

1 **THIS ENVELOPE CONTAINS MATERIAL SUBJECT TO A**
2 **PROTECTIVE ORDER ENTERED IN THIS ACTION. IT IS**
3 **NOT TO BE OPENED NOR ARE ITS CONTENTS TO BE**
4 **DISPLAYED, REVEALED OR MADE PUBLIC, EXCEPT BY**
5 **ORDER OF THE COURT.**

6
7 The submission shall indicate clearly which portions are Designated Materials.

8 The Clerk of the Court is directed to maintain under seal all documents and
9 transcripts of deposition testimony and answers to interrogatories, admissions and
10 other pleadings filed under seal with the Court in this action that have been
11 designated, in whole or in part, as Designated Material by a party to this action.

12 Pursuant to Local Rule 79-5.2, no sealed or confidential record of the Court
13 maintained by the Clerk shall be disclosed except upon written order of the Court.

14 **8.3 Retrieval of Designated Materials**

15 The party or Designating Party responsible for filing the Designated
16 Materials shall be responsible for retrieving such Designated Materials from the
17 Court following the final termination of the action (including any appeals thereof),
18 to the extent permitted by the Court and the Court's governing rules.

19 **8.4 Failure to File Under Seal**

20 If any party or Designating Party fails to file Designated Materials under
21 seal, the Designating Party or any party to this action may request that the Court
22 place the Designated Materials under seal within 30 days of the filing of the
23 Designated Materials. The Clerk of the Court is directed to comply with such
24 request if made and an order accompanying the motion is granted.

25 **9. Objections**

26 A party may challenge the propriety of any designation under this Protective
27 Order at any time. A challenge may be made by serving all other parties and the
28 Designating Party with a captioned notice of objection, which shall identify with

1 particularity the Designated Materials as to which the designation is challenged
2 and state the basis for each challenge (“Notice of Objection”).

3 Following service of a Notice of Objection, the parties and the Designating
4 Party shall meet and confer in good faith to resolve the challenge pursuant to the
5 obligations of Local Rule 37. In the event that the parties and the Designating
6 Party are unable to resolve the challenge informally, the party challenging the
7 designation may file, on or before the thirtieth calendar day after service of a
8 Notice of Objection, a motion to redesignate the challenged material, accompanied
9 by a certification that the parties and the Designating Party met and conferred in
10 good faith prior to the filing of the motion. In the event of such a motion, the
11 material at issue may be submitted to the Court for *in camera* inspection. It shall
12 be the burden of the party bringing the motion to redesignate to establish that the
13 information so designated is not CONFIDENTIAL within the meaning of this
14 Protective Order. The original designations shall remain effective until ten (10)
15 business days after service of notice of entry of an order redesignating the
16 materials and during the pendency of any timely filed appeal or writ petition.

17 **10. Client Communication**

18 Nothing in this Protective Order shall prevent or otherwise restrict counsel
19 from rendering advice to their clients and, in the course of rendering such advice,
20 relying upon the examination of Designated Material. In rendering such advice
21 and otherwise communicating with the client, however, counsel shall not disclose
22 the contents, substance or source of any Designated Material, except as permitted
23 by this Protective Order.

24 **11. No Prejudice**

25 **11.1 Existing Obligations Unchanged**

26 This Protective Order shall not diminish any existing obligation or right with
27 respect to Designated Material, nor shall it prevent a disclosure to which the
28 Designating Party consents in writing before the disclosure takes place.

1 **11.2 Inadmissibility of designations**

2 Unless all parties stipulate otherwise, evidence of the existence or
3 nonexistence of a designation under this Protective Order shall not be admissible
4 for any purpose during any proceeding on the merits of this action.

5 **11.3 Inadvertent Production of Designated Materials**

6 If any person required to produce documents inadvertently produces any
7 Designated Material, without marking it with the appropriate legend, the producing
8 party may give written notice to the Receiving Party or Parties, including
9 appropriately stamped copies of the Designated Material, that the document, thing,
10 or response is deemed Designated Material and should be treated as such in
11 accordance with the provisions of this Protective Order.

12 **11.4 Use in Court, Hearings and Trial**

13 Neither the provisions of this Protective Order, nor the filing of any
14 Designated Material, under seal, shall prevent the use in court, at any hearing, or at
15 trial of this action of any Designated Material that is subject to this Protective
16 Order or filed under seal pursuant to its provisions. Prior to the pretrial
17 conference, the parties and Designating Parties shall meet and confer concerning
18 appropriate methods for dealing with Designated Material at trial. If agreement
19 cannot be reached, all information designated as Designated Material will become
20 public when presented at trial, including to the press, unless good cause is shown
21 to the district judge in advance of the trial to proceed otherwise.

22 **12. Inadvertent Production of Privileged Documents**

23 In the event that one of the law firms that is counsel of record or counsel for
24 a Designating Party in this action (or a responsible attorney for a non-party) learns
25 or discovers that a document subject to immunity from discovery on the basis of
26 attorney-client privilege, work product or other valid basis has been produced
27 inadvertently, counsel shall notify the Receiving Party or Parties within ten
28 business days after so learning or discovering that such inadvertent production has

1 been made. The inadvertently disclosed documents and all copies shall be returned
2 to the producing party and the Receiving Party shall not seek an order compelling
3 production of the inadvertently disclosed documents on the ground that the
4 producing party has waived or is estopped from asserting the applicable privilege
5 or immunity on the basis that the document has been voluntarily produced. Such
6 inadvertent disclosure shall not result in the waiver of any associated privilege,
7 provided that the producing party has given timely notice as provided in this
8 paragraph. Counsel shall cooperate to restore the confidentiality of any such
9 inadvertently produced information.

10 **13. Modification and Survival**

11 **13.1 Modification**

12 The parties reserve the right to seek modification of this Protective Order at
13 any time for good cause. The parties agree to meet and confer prior to seeking to
14 modify this Protective Order for any reason. The restrictions imposed by this
15 Protective Order may only be modified or terminated by written stipulation of all
16 parties and Designating Parties or, after the Designating Party has been provided
17 an opportunity to object, by order of this Court.

18 **13.2 Survival and Return of Designated Material**

19 This Protective Order shall survive termination of this action. Upon final
20 termination of the action, including appeals and retrials, and at the written request
21 of the Designating Party, all Designated Material, including deposition testimony
22 regarding designated exhibits and all copies thereof, shall be returned to counsel
23 for the Designating Party or, if such Designating Party is not represented by
24 counsel, directly to the Designating Party. Such Designated Materials shall either
25 be returned at the expense of the Designating Party or, at the option of the
26 Receiving Party, destroyed. Upon request for the return or destruction of
27 Designated Materials, counsel of record shall certify their compliance with this
28 provision and shall deliver such certification to counsel for the Designating Party.

1 Counsel of record shall certify their compliance with this provision and shall
2 deliver such certification to counsel for the Designating Party not more than 60
3 days after the written request to return or destroy Designated Materials.

4 Notwithstanding the provisions for return or destruction of Designated
5 Material, outside counsel may retain pleadings, attorney and Consultant work
6 product.

7 **14. The Provisions Hereof Do Not Apply to Information That Becomes**
8 **Public Knowledge In The Absence of A Violation of This Protective Order**

9 The restrictions set forth in the foregoing paragraphs shall not apply to
10 information which (a) was or became public knowledge, not in violation of this
11 Protective Order, (b) was or is acquired in good faith from a third party, not a party
12 to this action, not in violation of this Protective Order and who has the right to
13 disclose such information, (c) was or is discovered independently by the Receiving
14 Party without any violation of this Protective Order having occurred, or (d) was
15 disclosed by the Designating Party to a third party in the absence of any
16 understanding or expectation that the information would be kept confidential. The
17 burden of showing that Designated Material can be treated as non-confidential
18 material pursuant to the provisions of this section 14 shall rest at all times on the
19 party who seeks to disclose such information or to treat such information as non-
20 confidential. A party that objects to the designation of material as confidential on
21 one of the grounds set forth in this section 14 shall follow the objection procedures
22 set forth in section 9 above.

23 **15. Material Disclosed to be Used Only for Purposes of Action**

24 All Designated Material hereunder shall be used by each Receiving Party
25 solely for purposes of this action and for no other purpose. Except as provided
26 below, a Receiving Party may not use any Designated Material it obtains in the
27 course of this action for any business purpose or in any other legal or
28 administrative proceedings or in any other manner relating to the prosecution of

1 any patent application or any request for patent rights in any country. Designated
2 Material produced during the course of this action can be used by a Receiving
3 Party in other legal or administrative proceedings if such use is mutually agreed by
4 the Designating and the Receiving Parties.

5 **16. No Contract**

6 This stipulation is for the Court's consideration and approval as an order. It
7 shall not be construed to create a contract between the parties or between the
8 parties and their respective counsel.

9 **17. Court's Retention of Jurisdiction**

10 The Court retains jurisdiction to make such amendments, modifications, and
11 additions to this Protective Order as it may from time to time deem appropriate.

12 **18. Approval By Counsel**

13 Execution by counsel for the parties below shall indicate that the terms and
14 conditions of this Stipulated Protective Order shall be regarded as a binding
15 agreement by the parties regardless of the date the Stipulated Protective Order
16 actually is signed by the Court.

17
18 DATED: ~~September 30, 2005~~

19 October 3, 2005
CBS

CARR & FERRELL LLP

By: 
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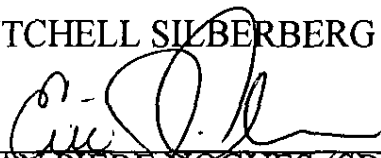
24 Attorneys for Plaintiff and Counterdefendant
25 IDEAFLOOD, INC.

October 4

1 DATE: ~~September 30~~, 2005

MITCHELL SILBERBERG & KNUPP LLP

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3 By:


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10 INC., MEGA WEB SERVICES, INC., and
MYSITE, INC.

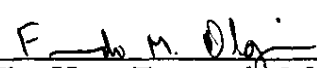
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19
20 **ORDER**

21 Having reviewed the forgoing Stipulated Protective Order submitted in Case
22 No. CV05-3618 RGK (FMOx), and good cause having been shown therefore, IT
23 IS SO ORDERED.

24 Date: 10/5/05


25 The Hon. Fernando M. Olguin
26 United States Magistrate Judge

EXHIBIT

SCANNED

EXHIBIT A

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

IDEAFLOOD, INC. a Nevada corporation,

Plaintiff,

v.

ABOUT, INC., a Delaware corporation, UNITED ONLINE, INC., a Delaware corporation, MEGA WEB SERVICES, INC., a Delaware corporation, and MYSITE, INC., a corporation or other business association,

Defendants.

CASE NO. CV05-3618 RGK (FMOx)

The Hon. Fernando M. Olguin

AGREEMENT TO BE BOUND BY STIPULATED PROTECTIVE ORDER

Courtroom: F

AND RELATED COUNTERCLAIM

My full name is _____ I am presently employed by _____ in the position of _____.

My residence address is _____

I hereby acknowledge that I am to have access to information designated in this action as CONFIDENTIAL material, if permitted by the terms of the parties' Stipulated Protective Order, in the captioned action. I certify my understanding that such information has been provided to me pursuant to the terms and restrictions of the Stipulated Protective Order entered _____ 2005, in the captioned action, under Section 2 thereof, and that I have been given a copy of and

1 have read the Stipulated Protective Order and agree to be bound by the terms
2 thereof. I further agree to subject myself to the jurisdiction of the United States
3 District Court for the Central District of California regarding resolution of any
4 matter pertaining to the Stipulated Protective Order.
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7 Date: _____ Signature _____

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PROOF OF SERVICE

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STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18, and not a party to the within action; my business address is Mitchell Silberberg & Knupp LLP, 11377 West Olympic Boulevard, Los Angeles, CA 90064-1683.

On October 4, 2005, I served the foregoing documents described as **[PROPOSED] STIPULATED PROTECTIVE ORDER** on the parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows, and taking the action described below:

Robert J. Yorio
Colby B. Springer
Carr & Ferrell LLP
2200 Geng Road
Palo Alto, California 94303

BY FAX: Instead of placing a copy of the document in a sealed envelope, I sent a copy of the above-described document(s) via telecopier to each of the individuals set forth above, at the following facsimile telephone numbers:

BY OVERNIGHT MAIL: I deposited the above-described document(s) with ___ in the ordinary course of business, by depositing the document(s) in a box regularly maintained by ___ or delivering the document(s) to an authorized driver for the carrier, in an envelope designated by the carrier with delivery fees provided for, addressed as shown above.

BY PLACING FOR COLLECTION AND MAILING: I sealed and placed the envelope(s) for collection and mailing following ordinary business practices. I am readily familiar with the firm's practice for collection and processing of correspondence for mailing with the United States Postal Service. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at 11377 West Olympic Boulevard, Los Angeles, CA 90064-1683 in the ordinary course of business.

Executed on October 4, 2005, at Los Angeles, California.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.



Constance Haft