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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

UNITED STATES OF AMERICA,
Plaintiff,
v.
THE ZAKEN CORP., a California
corporation, also d/b/a The Zaken
Corporation, QuickSell, and QuikSell;
and
TIRAN ZAKEN, individually and as
an officer of The Zaken Corp.,
Defendants.

Case No: CV-12-09631 DDP(MANx)
**PROTECTIVE ORDER ENTERED
PURSUANT TO THE PARTIES'
STIPULATION**

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and based on the parties' Stipulated Protective Order Governing the Production of Discovery Material ("Stipulation") filed on August 1, 2013, the terms of the protective order to which the parties have agreed are adopted as a protective order of this Court (which generally shall govern the pretrial phase of this action) except to the extent, as set forth below, that those terms have been substantively modified by the Court's amendment of paragraphs 2, 7, 23, and 24 of the Stipulation.

1 The parties are expressly cautioned that the designation of any information,
2 document, or thing as Confidential, or other designation(s) used by the parties,
3 does not, in and of itself, create any entitlement to file such information, document,
4 or thing, in whole or in part, under seal. Accordingly, reference to this Protective
5 Order or to the parties' designation of any information, document, or thing as
6 Confidential, or other designation(s) used by the parties, is wholly insufficient to
7 warrant a filing under seal.

8 There is a strong presumption that the public has a right of access to judicial
9 proceedings and records in civil cases. In connection with non-dispositive
10 motions, good cause must be shown to support a filing under seal. The parties'
11 mere designation of any information, document, or thing as Confidential, or other
12 designation(s) used by parties, does not -- **without the submission of competent**
13 **evidence, in the form of a declaration or declarations, establishing that the**
14 **material sought to be filed under seal qualifies as confidential, privileged, or**
15 **otherwise protectable** -- constitute good cause.

16 Further, if sealing is requested in connection with a dispositive motion or
17 trial, then compelling reasons, as opposed to good cause, for the sealing must be
18 shown, and the relief sought shall be narrowly tailored to serve the specific interest
19 to be protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th
20 Cir. 2010). For each item or type of information, document, or thing sought to be
21 filed or introduced under seal in connection with a dispositive motion or trial, the
22 party seeking protection must articulate compelling reasons, supported by specific
23 facts and legal justification, for the requested sealing order. **Again, competent**
24 **evidence supporting the application to file documents under seal must be**
25 **provided by declaration.**

26 Any document that is not confidential, privileged, or otherwise protectable
27 in its entirety will not be filed under seal if the confidential portions can be
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1 redacted. If documents can be redacted, then a redacted version for public
2 viewing, omitting only the confidential, privileged, or otherwise protectable
3 portions of the document, shall be filed. Any application that seeks to file
4 documents under seal in their entirety should include an explanation of why
5 redaction is not feasible.

6 Notwithstanding any other provision of this Protective Order, in the event
7 that this case proceeds to trial, all information, documents, and things discussed or
8 introduced into evidence at trial will become public and available to all members
9 of the public, including the press, unless sufficient cause is shown in advance of
10 trial to proceed otherwise.

11 TERMS OF PROTECTIVE ORDER

12 Materials Covered

13 This Protective Order, and the confidentiality provisions contained herein,
14 shall where applicable, apply to all documents, information, and other materials
15 disclosed and produced by Plaintiff, Defendants, and any third-party that produces
16 information in response to a subpoena (the “Disclosing Party”) in the entitled
17 action, and all oral depositions. Such documents, information, and other materials
18 shall be referred to hereinafter as “Litigation Material.”

19 Definition and Use of “Confidential Consumer Information”

20 1. “Confidential Consumer Information” shall mean identifying
21 information relating to any individual consumer, including the consumer’s
22 financial or credit information, postal address, email address, telephone number,
23 social security number, driver’s license number or other state identification
24 number.
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26 2. The parties agree that Confidential Consumer Information **should be**
27 **protected.** Confidential Consumer Information includes personally-identifying
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1 information about Defendants’ customers and records and information compiled by
2 the Federal Trade Commission for law-enforcement purposes, including consumer
3 complaints, which is nonpublic information for many purposes. 16 C.F.R.
4 § 4.10(a)(5). The United States **has** represented to the Court that almost all of the
5 complaints that it receives regarding the sale of business opportunities are received
6 through or are stored in the Consumer Sentinel database. This database is part of
7 the Consumer Information System (“CIS”), maintained and operated by the
8 Federal Trade Commission. The CIS is a designated “system of records” subject to
9 protection under the Privacy Act, 5 U.S.C. § 552a, because consumer complaints
10 and other submissions include confidential personally-identifying information
11 about individuals. Notice of Revised System Notices, 73 Fed. Reg. at 33621
12 (Consumer Information System).

13 3. The United States **has** asserted that federal agencies cannot
14 disclose records contained in a “system of records” absent written permission from
15 the individual to whom the record pertains, unless one of twelve specific statutory
16 exceptions applies. 5 U.S.C. § 552a(b). One exception that allows an agency to
17 disclose records contained in a “system of records” is “the order of a court of
18 competent jurisdiction.” 5 U.S.C. § 552a(b)(11). Accordingly, an appropriate
19 order from this Court would authorize the United States to disclose record
20 information from the Consumer Information System to the defendants in discovery.

21 4. Confidential Consumer Information shall be treated as such without
22 any written designation or identification.

23 5. Plaintiff and Defendants may use Confidential Consumer Information
24 received in this litigation only for **purposes of** this litigation. No party or person
25 receiving Confidential Consumer Information shall use such material or the
26 contents thereof for any other business, commercial, governmental, or competitive
27 purposes. The parties acknowledge, however, that Plaintiff may use such material
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1 for law-enforcement purposes, unless such use would violate the constitutional or
2 statutory rights of the producing parties or of individuals whose personally-
3 identifying information is disclosed, or depart from “proper standards in the
4 administration of justice.” *United States v. Stein*, 2008 U.S. Dist. LEXIS 74030, at
5 *10 (S.D.N.Y. Sept. 10, 2008); see *United States v. Stringer*, 535 F.3d 929 (9th Cir.
6 2008); *SEC v. Dresser Industries, Inc.*, 628 F.2d 1368 (D.C. Cir. 1980).

7 6. Any party may publicly file a document or a deposition transcript
8 containing Confidential Consumer Information, so long as all Confidential
9 Consumer Information is redacted in the publicly-filed version of the document or
10 transcript. Alternatively, any party may apply for leave to file under seal an
11 unredacted copy of a document or deposition transcript containing Confidential
12 Consumer Information. The parties must comply with Local Rule 79-5.1 when
13 seeking to file documents under seal.

14 7. Prior to any evidentiary court proceedings in this matter, the parties
15 will meet and confer in good faith to put into place a procedure for identification
16 and use of Confidential Consumer Information during trial or other evidentiary
17 court proceedings. Prior to any such proceeding(s), **the parties will seek to obtain**
18 **an appropriate Court order regarding the use and protection of Confidential**
19 **Consumer Information.**

20 8. The provisions in paragraphs 15 through 30 of this **Protective Order**
21 shall apply equally to Confidential Consumer Information as to information
22 designated Confidential Litigation Material.

23 **Definition of “Confidential” Litigation Material**

24 9. “Confidential” Litigation Material shall include Litigation Material so
25 designated by counsel of record who reasonably and in good faith believes such
26 Litigation Material is of the type protectable under Fed. R. Civ. P. 26(c)(1)(G) or
27 which satisfies the following definition. “Confidential” Litigation Material is
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1 information that contains, reflects or reveals: (1) trade secret information (which is
2 a formula, pattern, or device for compilation of information which is used in one's
3 business, and which gives the business an opportunity to obtain an advantage over
4 competitors who do not know or use the trade secret information); (2) proprietary
5 information such as research and development information, or commercially or
6 competitively sensitive information; **and/or** (3) privileged or confidential
7 commercial or financial information. By designating information as Confidential
8 under this Protective Order, the attorney for a Designating Party (or the
9 Designating Party personally, if unrepresented) certifies to the Court within the
10 meaning of Fed. R. Civ. P. 26(g)(1) that there is a good faith basis for the
11 designation, both in law and fact and based upon careful determination. Material is
12 not to be designated Confidential Litigation Material as a matter of course.

13 10. Litigation Material will not be deemed Confidential and protected,
14 and the parties shall use reasonable efforts to ensure that Litigation Material is not
15 designated as such, if the content or substance of such Litigation Material is at the
16 time of production or disclosure, or subsequently becomes, through no wrongful
17 act or failure to act on the part of the receiving party, generally available to the
18 public through publication or otherwise.

19 **Method of Designation**

20 11. The Disclosing Party may designate as Confidential all or any portion
21 of any Litigation Material as follows:

22 a. Litigation Material produced in paper form may be designated
23 as Confidential by prominently stamping or writing the legend "Confidential" on
24 each page of the Litigation Material containing Confidential information at or
25 before production. Where the Confidential Litigation Material is reasonably
26 segregable on a given page, Confidential information may be identified by
27 stamping "Confidential" adjacent to the Confidential passages.

1 b. Litigation Material produced in electronic TIFF format may be
2 designated as Confidential by prominently marking the legend “Confidential” on
3 each page of the Litigation Material containing Confidential information at or
4 before production. Where the Confidential Litigation Material is reasonably
5 segregable on a given page, Confidential information may be identified by
6 stamping “Confidential” adjacent to the Confidential passages.

7 c. Litigation Material produced in native format (*i.e.* Word,
8 Excel), may be designated as Confidential by including the designation of
9 Confidential in the file name of such Litigation Material and/or by preserving its
10 confidentiality in accordance with any Electronically Stored Information
11 Agreement the parties may enter. Any production of Confidential Litigation
12 Material by copying or printing shall be designated by the person printing the
13 Litigation Material as Confidential by prominently stamping or writing the legend
14 “Confidential” on each page of the Litigation Material containing Confidential
15 information.

16 d. Confidential Litigation Material produced in native format shall
17 not be distributed electronically without maintaining the designation of
18 Confidential in the file name of such Litigation Material and/or, if encryption was
19 used, the encryption of that Litigation Material, and the encryption key shall not be
20 shared with any person that is not entitled to gain access to that Litigation Material
21 under the terms of this **Protective Order**.

22 e. Other discovery responses (such as responses to interrogatories
23 and requests for admission) that it served in paper, PDF, or TIFF format, and that
24 the Designating Party in good faith believes constitute or include Confidential
25 Litigation Material, shall be designated on each confidential passage with the
26 legend “Confidential.”

1 f. Deposition testimony may be designated as Confidential by
2 either of the following means: (i) by stating orally on the record that an answer to
3 a question is Confidential prior to or immediately after the witness's answering the
4 question; or (ii) by sending written notice designating specific pages and lines of
5 the deposition transcript as Confidential within ten (10) business days of the date
6 on which counsel receives the transcript from the court reporter. By stating orally
7 that a portion of a deposition is Confidential, a party does not thereby waive its
8 right to designate additional portions as such within the ten (10) business day
9 period. All information disclosed during a deposition shall be deemed to have
10 been designated Confidential until ten (10) business days after the transcript is
11 received from the court reporter, whether or not portions of the transcript have
12 been previously so designated. Following the expiration of the ten (10) business
13 day period, only those portions of the deposition testimony specifically designated
14 as Confidential shall be treated as such.

15 g. Upon request by a Recipient, a Producing Party shall, in good
16 faith, review any Litigation Material it has designated as "Confidential" to
17 determine whether any part of the confidentiality designations may be removed.
18 The Producing Party shall notify the Recipient within ten (10) business days
19 whether, based on that good-faith review, the Producing Party agrees that any part
20 of the confidentiality designations can be removed. Any disputes concerning such
21 a request shall be resolved as provided for in paragraph 13 below; *provided* that all
22 parties hereby acknowledge in advance that the Confidential Designation is
23 intended only to cover those parts of Litigation Material that require such
24 protection.

25 12. Inadvertent production of Litigation Material without any designation
26 shall not constitute a waiver of the right to designate information as Confidential.
27 If Litigation Material is inadvertently produced without the appropriate
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1 designation, any party may nevertheless assert that the Litigation Material is
2 Confidential, and the parties shall thereafter treat it as such. The Disclosing Party
3 shall reproduce the Litigation Material with the appropriate designation, in
4 accordance with paragraph 10 above, within ten (10) business days of the new
5 assertion of confidentiality. After being notified, a party must promptly return,
6 sequester, or destroy the Confidential information and any copies it has, must take
7 reasonable steps to retrieve the information if the party disclosed it before being
8 notified, and must not use or disclose the Confidential information, except to
9 challenge the confidentiality designation as provided in paragraph 13.

10 13. Inadvertent production of any Litigation Material by any party that a
11 Disclosing Party later claims should have been withheld on grounds of a privilege,
12 including the work product doctrine or attorney-client privilege, will be handled in
13 accordance with Fed. R. Civ. P. 26(b)(5)(B).

14 **Objections to Confidential Treatment**

15 14. The failure to challenge the propriety of a designation of Litigation
16 Material as Confidential at the time made does not preclude a subsequent challenge
17 thereto. If, at any time, a party believes that all or part of any Litigation Material
18 designated Confidential by the Disclosing Party does not contain Confidential
19 material, the parties shall engaged in the following procedures:

20 a. Any party (the "Requesting Party") may at any time request the
21 Designating Party to release any Confidential designations made under this
22 Protective Order. Pursuant to Local Rule 37-1 (C.D. Cal. 2010), the request shall
23 (1) be in writing; (2) identify each issue and/or Confidential designation in dispute;
24 (3) state briefly with respect to each such issue or Confidential designation the
25 Requesting Party's position (and provide any legal authority that the Requesting
26 Party believes is dispositive of the dispute as to that issue or Confidential
27 designation); and (4) specify the terms of the discovery order to be sought. With
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1 respect to requirement (3), it shall be sufficient for the Requesting Party to state
2 that it puts the Designating Party to its burden of persuasion.

3 b. Pursuant to Local Rule 37-1, unless relieved by written order of
4 the Court upon good cause shown, counsel for the Designating Party shall confer
5 with counsel for the Requesting Party within ten (10) days of the Requesting
6 Party's written request. Because the Designating Party bears the burden of
7 persuasion, it shall be the moving party.

8 c. If the parties cannot reach agreement, the Designating Party
9 must move the Court to issue a protective order retaining its Consumer
10 Confidential designations (or seeking other appropriate relief) if it wishes to retain
11 those designations.

12 i. The Requesting and Designating Parties shall cooperate in
13 formulating and preparing the joint stipulation pursuant to
14 Local Rule 37-2.2, and shall comply with the remaining
15 requirements of Local Rules 37-2, 37-3, and 37-4.

16 ii. Unless the parties agree on a longer time, the Designating Party
17 shall, within ten (10) days of the conference, serve its portion of
18 the Local Rule 37-2.2 joint stipulation and accompanying
19 declarations and exhibits upon counsel for the Requesting Party,
20 in accord with the requirements of Local Rule 37-2.2. If the
21 Designating Party does not do so, it shall be deemed to have
22 abandoned the challenged Consumer Confidential Information
23 designations, and the designated material shall no longer be
24 protected under this Protective Order.

25 iii. Unless the parties agree on a longer time, counsel for the
26 Requesting Party shall serve on counsel for the Designating
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1 Party the Requesting Party's portion of the stipulation, together
2 with accompanying declarations and exhibits, in accord with
3 Local Rule 37-2.2, within seven (7) days of receipt of the
4 Designating Party's papers. If counsel for the Requesting Party
5 does not do so, the Requesting Party shall be deemed to have
6 abandoned its challenge, and the Designating Party shall not be
7 required to take further action to retain the challenged
8 Consumer Confidential designations.

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10 iv. Unless the parties agree on a longer time, counsel for the
11 Designating Party shall add the Requesting Party's papers to the
12 stipulation and provide the stipulation to counsel for the
13 Requesting Party for signature in accord with Local Rule 37-
14 2.2, within five (5) days of receipt of the Requesting Party's
15 papers. If counsel for the Designating Party does not do so, the
16 Designating Party shall be deemed to have abandoned the
17 challenged Consumer Confidential Information designations,
18 and the designated material shall no longer be protected under
19 this Protective Order.

20 v. Unless the parties agree on a longer time, counsel for the
21 Requesting Party shall sign (electronically or otherwise) and
22 return the stipulation to counsel for the Designating Party by
23 the end of the next business day in accord with Local Rule 37-
24 2.2. If counsel for the Requesting Party does not do so, the
25 Requesting Party shall be deemed to have abandoned its
26 challenge and the Designating Party shall not be required to
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1 take further action to retain the challenged Consumer
2 Confidential designations.

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4 vi. Unless the parties agree on a longer time, the Designating Party
5 shall file its motion for protective order (or seeking other
6 appropriate relief) within seven (7) days after receipt of the
7 signed stipulation from counsel for the Requesting Party. If the
8 Designating Party does not do so, it shall be deemed to have
9 abandoned the challenged Consumer Confidential Information
10 designations, and the designated material shall no longer be
11 protected under this Protective Order.

12 vii. The Designating Party shall bear the burden of persuasion on its
13 motion for a protective order retaining its Consumer
14 Confidential designations (or seeking other appropriate relief).

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16 viii. With its motion, the Designating Party shall submit to the Court
17 for filing under seal the information or document whose
18 treatment is disputed (or, if the material is voluminous, an
19 appropriate subset). In accord with the requirements of Local
20 Rule 79-5.1, the Designating Party shall present a written
21 application and a proposed order to the judge along with the
22 information or document submitted for filing under seal. The
23 Designating Party's proposed order shall address both its
24 underlying motion for protective order (or other appropriate
25 relief) and its application for under-seal filing (and in accord
26 with Local rule 79-5.1, the proposed order shall also, if
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1 appropriate, address whether the application and proposed order
2 themselves should be sealed).

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4 ix. The terms of this Protective Order shall continue to apply to the
5 information or documents that are the subject of the motion
6 until the Court rules.

7 **Use and Treatment of Confidential Material**

8 15. Any person responsible for making copies of Confidential Litigation
9 Material must ensure that the copies adequately reflect the Confidential
10 designation thereof.

11 16. Litigation Material designated as Confidential and Confidential
12 Consumer Information, including any copies, notes, abstracts, or summaries
13 thereof, shall be maintained in confidence by the Recipient, and shall not be
14 disclosed to any person except:

- 15 a. the Court; all Court personnel; any discovery referee; or any
16 settlement mediator;
- 17 b. court reporters or videographers who record deposition or other
18 testimony in this case;
- 19 c. outside and inside counsel to the parties, and their staff;
- 20 d. an individual party, or if a government or corporate entity, only
21 those directors, officers, employees who require the Confidential Consumer
22 Information and Litigation Material to perform his or her responsibilities in
23 connection with this litigation, but only to the extent required to perform his or her
24 responsibilities in connection with this litigation;
- 25 e. experts or consultants retained by the parties or their counsel to
26 assist counsel;

1 f. the author, addressees, and recipients of the Confidential
2 Consumer and Litigation Material, or any person who would have had access to
3 the Confidential Consumer and Litigation Material by virtue of his/her
4 employment by the party producing the Confidential Consumer and Litigation
5 Material, as well as deposition and trial witnesses presently employed by the party
6 producing the Confidential Consumer and Litigation Material;

7 g. any other person upon the written agreement of the party who
8 produced or disclosed the Confidential Consumer and Litigation Material (which
9 written agreement may be recorded on a deposition or other transcript), or pursuant
10 to court order;

11 h. outside copy and computer services personnel for purposes of
12 copying, imaging, or indexing Litigation Material.

13 17. All persons authorized by this Protective Order to receive
14 Confidential Consumer and Litigation Material shall not disclose the Confidential
15 information and shall maintain such information as confidential in accordance with
16 this Protective Order. Confidential Consumer and Litigation Material shall be used
17 only for the prosecution or defense of this litigation. No party or person receiving
18 Confidential Consumer and Litigation Material shall use such material or the
19 contents thereof for any other business, commercial, or competitive purposes. The
20 parties acknowledge, however, that Plaintiff may use such material for law-
21 enforcement purposes, unless such use would violate the producing parties'
22 constitutional rights, or depart from "proper standards in the administration of
23 justice." *United States v. Stein*, 2008 U.S. Dist. LEXIS 74030, at *10 (S.D.N.Y.
24 Sept. 10, 2008); *see United States v. Stringer*, 535 F.3d 929 (9th Cir. 2008); *SEC v.*
25 *Dresser Industries, Inc.*, 628 F.2d 1368 (D.C. Cir. 1980).

26 18. Prior to being shown any Confidential Consumer or Litigation
27 Material, any person listed under paragraph 15(d) or 15(e) shall agree to be bound
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1 by the terms of this **Protective** Order by signing the agreement attached as Exhibit
2 A.

3 19. Each person given access to information designated as or derived
4 from Confidential Information under this Protective Order shall be advised that the
5 material or information is being disclosed pursuant and subject to the terms of this
6 Protective Order and may not be disclosed other than pursuant to its terms.

7 20. In the event any additional party joins or is joined in this action, the
8 newly joined party shall not have access to Confidential Consumer and Litigation
9 Material until the newly joined party, by its counsel, has executed its agreement to
10 be bound fully by this **Protective** Order by executing and delivering to the parties
11 hereto an agreement to be bound by its terms.

12 **Unauthorized Disclosure**

13 21. In the event that Confidential Consumer and Litigation Material is
14 disclosed to someone not authorized to receive such information under this
15 Protective Order, or if any person so authorized breaches any of his or her
16 obligations under this Protective Order, counsel of record for the party involved
17 shall immediately give notice of such unauthorized disclosure or breach, including
18 a full description of all pertinent facts, to the Court and to all counsel of record.
19 Without prejudice to other rights and remedies of the designating party, counsel for
20 the party making the disclosure shall make every reasonable effort to prevent
21 further disclosure by it or by the person who was the recipient of such information.

22 **Use in Court**

23 22. Except as provided in this paragraph, nothing in this Protective Order
24 shall be construed to restrict or limit the ability of any party to use any information
25 designated as or derived from Confidential Consumer and Litigation Material
26 under this Protective Order in any filing or submission to this Court. Any person
27 may publicly file a document or a deposition transcript marked or identified as
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1 Confidential Consumer and Litigation Material, so long as all Confidential portions
2 are redacted in the publicly-filed version of the document or transcript.
3 Alternatively, any party may apply for leave to file under seal an unredacted copy
4 of a document or deposition transcript containing Confidential Consumer or
5 Litigation Information. The parties must comply with Local Rule 79-5.1 when
6 seeking to file documents under seal.

7 23. Prior to any evidentiary court proceedings in this matter, the parties
8 will meet and confer in good faith to put into place a procedure for identification
9 and use of Confidential Consumer and Litigation Material during trial or other
10 evidentiary court proceedings. Prior to any such proceeding(s), **the parties will**
11 **seek to obtain an appropriate Court order regarding the use and protection of**
12 **Confidential Consumer and Litigation Material.**

13 **Subpoena or Public Access to Records Request by a Third Party**

14 24. If one of the parties in possession of Confidential Consumer and
15 Litigation Material receives a subpoena or public access to records request (*e.g.*
16 Freedom of Information Act, 5 U.S.C. § 552(b)(4)) from a non-party which seeks
17 or compels the production or other disclosure of Confidential Consumer and
18 Litigation Material, the recipient of the request shall immediately give written
19 notice to counsel for the party who designated the Confidential Consumer and
20 Litigation Material as Confidential, identifying the material sought and enclosing a
21 copy of the subpoena or request. Where possible, at least ten (10) days' notice
22 before production or other disclosure shall be given. In no event shall production
23 or disclosure be made before notice is given and received. **Nothing in this**
24 **Protective Order should be construed as authorizing a party in this action to**
25 **disobey a lawful directive from another court.**

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Conclusion of Litigation

25. Within sixty (60) days of the conclusion of any litigation arising out of the above-entitled action, including the exhaustion of all appeals and expiration of the time for seeking any further review, counsel of record for the parties shall, subject to applicable state and federal public records laws, either destroy all Confidential Consumer and Litigation Material or return such Material to counsel for the party who initially produced the Confidential Consumer and Litigation Material (at the Disclosing Party's option). In the event that Confidential Consumer and Litigation Material is mixed with non-confidential litigation material on a piece of electronic media, the Receiving Party may make a copy of the non-confidential litigation material and thereafter shall return the original electronic media to the Producing Party. Termination of the litigation does not relieve the parties or the individuals who signed Exhibit A from their obligations under the protective order. The parties may keep copies of Confidential Consumer and Litigation Material to the extent necessary and appropriate to enforce any order of the Court.

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Amendment of This Agreement

26. The provisions of this Protective Order may be modified at any time by stipulation of the parties approved by Court **order**. In addition, a party may at any time apply to this Court for modification of this Protective Order pursuant to a motion brought in accordance with the rules of this Court. The parties consent to an expedited hearing upon any such application.

27. Nothing contained in this Protective Order shall be construed as a waiver by any party of its right to object on any other permissible grounds to any request for production of documents, nor as a waiver by any party of another party's obligation to make proper responses to discovery requests. The entry of this Protective Order shall not be construed as an agreement by any party to

1 produce any documents or to supply any information and shall not constitute an
2 admission that any such documents that may exist are relevant or material in any
3 way to the issues raised in the pending action or admissible in such action, nor as a
4 waiver of any privilege with respect thereto.

5 28. This Protective Order shall be without prejudice to the right of the
6 parties to request additional protection under Fed. R. Civ. P. 26(c) for discovery
7 requests made by any party.

8 29. Nothing in this Protective Order shall be deemed to preclude a party
9 from intentionally waiving any protection afforded to its Confidential Litigation
10 Material under this Protective Order, nor shall it prevent any party from disclosing
11 its own information to any person it deems appropriate without waiving its rights
12 under this Protective Order.

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15 **IT IS SO ORDERED.**

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17 Dated: October 9, 2013

Margaret A. Nagle

MARGARET A. NAGLE
UNITED STATES MAGISTRATE JUDGE

1 EXHIBIT A
2 UNITED STATES DISTRICT COURT
3 FOR THE CENTRAL DISTRICT OF CALIFORNIA

4 UNITED STATES OF AMERICA,
5 Plaintiff,

6 v.

7 THE ZAKEN CORP., a California
8 corporation, also d/b/a The Zaken
9 Corporation, QuickSell, and QuikSell;
10 and

11 TIRAN ZAKEN, individually and as
12 an officer of The Zaken Corp.,
13 Defendants.

Case No: CV-12-09631 DDP(MANx)

ACKNOWLEDGEMENT OF
PROTECTIVE ORDER AS TO
CONFIDENTIAL
INFORMATION

14 I have read the Protective Order entered in the above-captioned case on
15 October 9, 2013, and I agree to be bound by the terms of that Protective Order.

16 Signature: _____

17 Print Name: _____

18 Title: _____

19 Employed by: _____

20 Representing: _____

21 Address: _____

22 Date: _____