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 20 *EXIDA.COM, LLC and JOHN CHRISTMAN*

21 **UNITED STATES DISTRICT COURT**
 22 **CENTRAL DISTRICT OF CALIFORNIA**
 23 **WESTERN DIVISION**

24 VBCONVERSIONS, LLC,
 25
 26 Plaintiff,

27 vs.

28 EXIDA.COM, LLC, JOHN
 CHRISTMAN, DOES 1-10,
 INCLUSIVE,
 Defendants.

CIVIL ACTION NO. 2:13-cv-08306-PSG-
 JEMx

United States District Judge Philip S.
 Gutierrez

Magistrate Judge John E. McDermott

**PROPOSED ORDER GRANTING
 STIPULATION FOR PROTECTIVE
 ORDER**

[lodged concurrently with Stipulation for
 Protective Order]

¹ Admitted *Pro Hac Vice*.

1 Having considered the Stipulation and Proposed Order, and good cause
2 appearing for the entry of said Order, the Court ORDERS as follows:
3

4 **1. PURPOSES AND LIMITATIONS**

5 Disclosure and discovery activity in this action are likely to involve
6 production of confidential, proprietary, or private information for which special
7 protection from public disclosure and from use for any purpose other than
8 prosecuting this litigation may be warranted. Accordingly, the parties hereby
9 stipulate to and petition the court to enter the following Stipulated Protective Order.
10 The parties acknowledge that this Order does not confer blanket protections on all
11 disclosures or responses to discovery and that the protection it affords from public
12 disclosure and use extends only to the limited information or items that are entitled
13 to confidential treatment under the applicable legal principles. The parties further
14 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
15 Order does not entitle them to file confidential information under seal; Local Rule
16 79-5 sets forth the procedures that must be followed and the standards that will be
17 applied when a party seeks permission from the court to file material under seal.

18 **2. DEFINITIONS**

19 2.1. Challenging Party: a Party or Non-Party that challenges the
20 designation of information or items under this Order.

21 2.2. “CONFIDENTIAL” Information or Items: information (regardless of
22 how it is generated, stored or maintained) or tangible things that qualify for
23 protection under Federal Rule of Civil Procedure 26(c).

24 2.3. Designating Party: a Party or Non-Party that designates information or
25 items that it produces in disclosures or in responses to discovery as
26 “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES
27 ONLY.”

28 2.4. Disclosure or Discovery Material: all items or information, regardless

1 of the medium or manner in which it is generated, stored, or maintained (including,
2 among other things, testimony, transcripts, and tangible things), that are produced
3 or generated in disclosures or responses to discovery in this matter.

4 2.5. Expert: a person with specialized knowledge or experience in a matter
5 pertinent to the litigation who has been retained by a Party or its counsel to serve as
6 an expert witness or as a consultant in this action.

7 2.6. “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY”
8 Information or Items: extremely sensitive “Confidential Information or Items,”
9 disclosure of which to another Party or Non-Party would create a substantial risk of
10 serious harm that could not be avoided by less restrictive means.

11 2.7. House Counsel: attorneys who are employees of a party to this action.
12 House Counsel does not include Outside Counsel of Record or any other outside
13 counsel.

14 2.8. Non-Party: any natural person, partnership, corporation, association,
15 or other legal entity not named as a Party to this action.

16 2.9. Outside Counsel of Record: attorneys who are not employees of a
17 party to this action but are retained to represent or advise a party to this action and
18 have appeared in this action on behalf of that party or are affiliated with a law firm
19 which has appeared on behalf of that party.

20 2.10. Party: any party to this action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and their
22 support staffs).

23 2.11. Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this action.

25 2.12. Professional Vendors: persons or entities that provide litigation
26 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)
28 and their employees and subcontractors.

1 2.13. Protected Material: any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY.”

4 2.14. Receiving Party: a Party that receives Disclosure or Discovery
5 Material from a Producing Party.

6 **3. SCOPE**

7 The protections conferred by this Stipulation and Order cover not only
8 Protected Material (as defined above), but also (1) any information copied or
9 extracted from Protected Material; (2) all copies, excerpts, summaries, or
10 compilations of Protected Material; and (3) any testimony, conversations, or
11 presentations by Parties or their counsel that might reveal Protected Material.
12 However, the protections conferred by this Stipulation and Order do not cover the
13 following information: (a) any information that is in the public domain at the time
14 of disclosure to a Receiving Party or becomes part of the public domain after its
15 disclosure to a Receiving Party as a result of publication not involving a violation
16 of this Order, including becoming part of the public record through trial or
17 otherwise; and (b) any information known to the Receiving Party prior to the
18 disclosure or obtained by the Receiving Party after the disclosure from a source
19 who obtained the information lawfully and under no obligation of confidentiality to
20 the Designating Party. Any use of Protected Material at trial shall be governed by a
21 separate agreement or order.

22 **4. DURATION**

23 Even after final disposition of this litigation, the confidentiality obligations
24 imposed by this Order shall remain in effect until a Designating Party agrees
25 otherwise in writing or a court order otherwise directs. Final disposition shall be
26 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
27 or without prejudice; and (2) final judgment herein after the completion and
28 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,

1 including the time limits for filing any motions or applications for extension of time
2 pursuant to applicable law.

3 **5. DESIGNATING PROTECTED MATERIAL**

4 5.1. Exercise of Restraint and Care in Designating Material for Protection.

5 Each Party or Non-Party that designates information or items for protection under
6 this Order must take care to limit any such designation to specific material that
7 qualifies under the appropriate standards. The Designating Party must designate for
8 protection only those parts of material, documents, items, or oral or written
9 communications that qualify - so that other portions of the material, documents,
10 items, or communications for which protection is not warranted are not swept
11 unjustifiably within the ambit of this Order.

12 Mass, indiscriminate, or routinized designations are prohibited. Designations
13 that are shown to be clearly unjustified or that have been made for an improper
14 purpose (e.g., to unnecessarily encumber or retard the case development process or
15 to impose unnecessary expenses and burdens on other parties) expose the
16 Designating Party to sanctions.

17 If it comes to a Designating Party's attention that information or items that it
18 designated for protection do not qualify for protection, that Designating Party must
19 promptly notify all other Parties that it is withdrawing the mistaken designation.

20 5.2. Manner and Timing of Designations. Except as otherwise provided in
21 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
22 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
23 under this Order must be clearly so designated before the material is disclosed or
24 produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or
27 electronic documents, but excluding transcripts of depositions or other pretrial or
28 trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL"

1 and “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” to each page
2 that contains protected material. If only a portion or portions of the material on a
3 page qualifies for protection, the Producing Party also must clearly identify the
4 protected portion(s) (e.g., by making appropriate markings to each portion).

5 A Party or Non-Party that makes original documents or materials available
6 for inspection need not designate them for protection until after the inspecting Party
7 has indicated which material it would like copied and produced. During the
8 inspection and before the designation, all of the material made available for
9 inspection shall be deemed “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL -
10 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the
11 documents it wants copied and produced, the Producing Party must determine
12 which documents, or portions thereof, qualify for protection under this Order.
13 Then, before producing the specified documents, the Producing Party must affix the
14 “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES
15 ONLY” legend to each page that contains Protected Material. If only a portion or
16 portions of the material on a page qualifies for protection, the Producing Party also
17 must clearly identify the protected portion(s) (e.g., by making appropriate markings
18 to each portion).

19 (b) for testimony given in deposition or in other pretrial or
20 trial proceedings, that the Designating Party identify on the record, before the close
21 of the deposition, hearing, or other proceeding, all protected testimony.

22 (c) for information produced in some form other than
23 documentary and for any other tangible items, that the Producing Party affix in a
24 prominent place on the exterior of the container or containers in which the
25 information or item is stored the legend “CONFIDENTIAL” and “HIGHLY
26 CONFIDENTIAL - ATTORNEYS’ EYES ONLY.” If only a portion or portions of
27 the information or item warrant protection, the Producing Party, to the extent
28 practicable, shall identify the protected portion(s).

1 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items does not, standing alone, waive
3 the Designating Party's right to secure protection under this Order for such
4 material. Upon timely correction of a designation, the Receiving Party must make
5 reasonable efforts to assure that the material is treated in accordance with the
6 provisions of this Order.

7 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
9 designation of confidentiality at any time. Unless a prompt challenge to a
10 Designating Party's confidentiality designation is necessary to avoid foreseeable,
11 substantial unfairness, unnecessary economic burdens, or a significant disruption or
12 delay of the litigation, a Party does not waive its right to challenge a confidentiality
13 designation by electing not to mount a challenge promptly after the original
14 designation is disclosed.

15 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
16 resolution process by providing written notice of each designation it is challenging
17 and describing the basis for each challenge. To avoid ambiguity as to whether a
18 challenge has been made, the written notice must recite that the challenge to
19 confidentiality is being made in accordance with this specific paragraph of the
20 Protective Order. The parties shall attempt to resolve each challenge in good faith
21 and must begin the process by conferring directly (in voice to voice dialogue; other
22 forms of communication are not sufficient) within 10 days of the date of service of
23 notice. In conferring, the Challenging Party must explain the basis for its belief that
24 the confidentiality designation was not proper and must give the Designating Party
25 an opportunity to review the designated material, to reconsider the circumstances,
26 and, if no change in designation is offered, to explain the basis for the chosen
27 designation. A Challenging Party may proceed to the next stage of the challenge
28 process only if it has engaged in this meet and confer process first or establishes

1 that the Designating Party is unwilling to participate in the meet and confer process
2 in a timely manner.

3 6.3. If the Parties cannot resolve a challenge without court intervention,
4 they shall formulate a written stipulation in compliance with the procedures of
5 Local Rule 37-2.

6 6.4. The burden of persuasion in any such challenge proceeding shall be on
7 the Designating Party. Frivolous challenges, and those made for an improper
8 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
9 parties) may expose the Challenging Party to sanctions. Unless the Designating
10 Party has waived the confidentiality designation by failing to file a motion to retain
11 confidentiality as described above, all parties shall continue to afford the material in
12 question the level of protection to which it is entitled under the Producing Party's
13 designation until the court rules on the challenge.

14 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

15 7.1. Basic Principles. A Receiving Party may use Protected Material that is
16 disclosed or produced by another Party or by a Non-Party in connection with this
17 case only for prosecuting, defending, or attempting to settle this litigation. Such
18 Protected Material may be disclosed only to the categories of persons and under the
19 conditions described in this Order. When the litigation has been terminated, a
20 Receiving Party must comply with the provisions of section 13 below (FINAL
21 DISPOSITION).

22 Protected Material must be stored and maintained by Outside Counsel of
23 Record of a Receiving Party or an expert retained by Outside Counsel of Record of
24 a Receiving Party for the purposes of this litigation at a location and in a secure
25 manner that ensures that access is limited to the persons authorized under this
26 Order.

27 7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless
28 otherwise ordered by the court or permitted in writing by the Designating Party, a

1 Receiving Party may disclose any information or item designated
2 “CONFIDENTIAL” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this
4 action, as well as employees of said Outside Counsel of Record to whom it is
5 reasonably necessary to disclose the information for this litigation;

6 (b) the officers, directors, and employees (including House
7 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
8 litigation and who have signed the “Acknowledgment and Agreement to Be
9 Bound” that is attached hereto as Exhibit A.

10 (c) Experts (as defined in this Order) of the Receiving Party
11 to whom disclosure is reasonably necessary for this litigation and who have signed
12 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (d) the court and its personnel;

14 (e) court reporters and their staff, professional jury or trial
15 consultants, mock jurors, and Professional Vendors to whom disclosure is
16 reasonably necessary for this litigation and who have signed the “Acknowledgment
17 and Agreement to Be Bound” (Exhibit A);

18 (f) during their depositions, witnesses in the action to whom
19 disclosure is reasonably necessary and who have signed the “Acknowledgment and
20 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
21 Party or ordered by the court. Protected Material revealed in deposition testimony
22 or exhibits to depositions may not be disclosed to anyone except as permitted under
23 this Stipulated Protective Order; and

24 (g) the author or recipient of a document containing the
25 information or a custodian or other person who otherwise possessed or knew the
26 information.

27 7.3. Disclosure of “HIGHLY CONFIDENTIAL –ATTORNEYS’ EYES
28 ONLY” Information or Items. Unless otherwise ordered by the court or permitted

1 in writing by the Designating Party, a Receiving Party may disclose any
2 information or item designated “HIGHLY CONFIDENTIAL - ATTORNEYS’
3 EYES ONLY” only to:

4 (a) the Receiving Party’s Outside Counsel of Record in this
5 action, as well as employees of said Outside Counsel of Record to whom it is
6 reasonably necessary to disclose the information for this litigation;

7 (b) House Counsel of the Receiving Party (1) who has no
8 involvement in competitive decision-making, (2) to whom disclosure is reasonably
9 necessary for this litigation, (3) who has signed the “Acknowledgment and
10 Agreement to Be Bound” (Exhibit A), and (4) as to whom the procedures set forth
11 in paragraph 7.4(a)(1), below, have been followed.

12 (c) Experts of the Receiving Party (1) to whom disclosure is
13 reasonably necessary for this litigation, (2) who have signed the “Acknowledgment
14 and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set
15 forth in paragraph 7.4(a)(2), below, have been followed;

16 (d) the court and its personnel;

17 (e) court reporters and their staff, professional jury or trial
18 consultants, and Professional Vendors to whom disclosure is reasonably necessary
19 for this litigation and who have signed the “Acknowledgment and Agreement to Be
20 Bound” (Exhibit A); and

21 (f) the author or recipient of a document containing the
22 information or a custodian or other person who otherwise possessed or knew the
23 information.

24 7.4. Procedures for Approving or Objecting to Disclosure of “HIGHLY
25 CONFIDENTIAL - ATTORNEYS’ EYES ONLY” Information or Items to House
26 Counsel or Experts.

27 (a) Unless otherwise ordered by the court or agreed to in
28 writing by the Designating Party, a Party that seeks to disclose to House Counsel

1 any information or item that has been designated “HIGHLY CONFIDENTIAL -
2 ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b) first must make a
3 written request to the Designating Party that (1) sets forth the full name of the
4 House Counsel and the city and state of his or her residence, and (2) describes the
5 House Counsel’s current and reasonably foreseeable future primary job duties and
6 responsibilities in sufficient detail to determine if House Counsel is involved, or
7 may become involved, in any competitive decision-making.

8 (b) Unless otherwise ordered by the court or agreed to in
9 writing by the Designating Party, a Party that seeks to disclose to an Expert (as
10 defined in this Order) any information or item that has been designated “HIGHLY
11 CONFIDENTIAL - ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c)
12 first must make a written request to the Designating Party that (1) identifies the
13 general categories of “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES
14 ONLY” information that the Receiving Party seeks permission to disclose to the
15 Expert, (2) sets forth the full name of the Expert and the city and state of his or her
16 primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies
17 the Expert’s current employer(s), (5) identifies each person or entity from whom the
18 Expert has received compensation or funding for work in his or her areas of
19 expertise or to whom the expert has provided professional services, including in
20 connection with a litigation, at any time during the preceding five years,² and (6)
21 identifies (by name and number of the case, filing date, and location of court) any
22 litigation in connection with which the Expert has offered expert testimony,
23 including through a declaration, report, or testimony at a deposition or trial, during
24 the preceding five years.

26 ²If the Expert believes any of this information is subject to a confidentiality
27 obligation to a third-party, then the Expert should provide whatever information the
28 Expert believes can be disclosed without violating any confidentiality agreements,
and the Party seeking to disclose to the Expert shall be available to meet and confer
with the Designating Party regarding any such engagement.

1 (c) A Party that makes a request and provides the information
2 specified in the preceding respective paragraphs may disclose the subject Protected
3 Material to the identified House Counsel or Expert unless, within 10 days of
4 delivering the request, the Party receives a written objection from the Designating
5 Party. Any such objection must set forth in detail the grounds on which it is based.

6 7.5. If the Parties cannot resolve a challenge without court intervention,
7 they shall formulate a written stipulation in compliance with the procedures of
8 Local Rule 37-2.

9 7.6. In any such proceeding, the Party opposing disclosure to House
10 Counsel or the Expert shall bear the burden of proving that the risk of harm that the
11 disclosure would entail (under the safeguards proposed) outweighs the Receiving
12 Party's need to disclose the Protected Material to its House Counsel or Expert.

13 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
14 **PRODUCED IN OTHER LITIGATION**

15 If a Party is served with a subpoena or a court order issued in other litigation
16 that compels disclosure of any information or items designated in this action as
17 "CONFIDENTIAL" and "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
18 ONLY." that Party must:

19 (a) promptly notify in writing the Designating Party. Such
20 notification shall include a copy of the subpoena or court order;

21 (b) promptly notify in writing the party who caused the
22 subpoena or order to issue in the other litigation that some or all of the material
23 covered by the subpoena or order is subject to this Protective Order. Such
24 notification shall include a copy of this Stipulated Protective Order; and

25 (c) cooperate with respect to all reasonable procedures sought
26 to be pursued by the Designating Party whose Protected Material may be affected.

27 If the Designating Party timely seeks a protective order, the Party served with
28 the subpoena or court order shall not produce any information designated in this

1 action as “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL – ATTORNEYS’
2 EYES ONLY” before a determination by the court from which the subpoena or
3 order issued, unless the Party has obtained the Designating Party’s permission. The
4 Designating Party shall bear the burden and expense of seeking protection in that
5 court of its confidential material - and nothing in these provisions should be
6 construed as authorizing or encouraging a Receiving Party in this action to disobey
7 a lawful directive from another court.

8 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
9 **PRODUCED IN THIS LITIGATION**

10 (a) The terms of this Order are applicable to information
11 produced by a Non-Party in this action and designated as “CONFIDENTIAL” and
12 “HIGHLY CONFIDENTIAL -ATTORNEYS’ EYES ONLY.” Such information
13 produced by Non-Parties in connection with this litigation is protected by the
14 remedies and relief provided by this Order. Nothing in these provisions should be
15 construed as prohibiting a Non-Party from seeking additional protections.

16 (b) In the event that a Party is required, by a valid discovery
17 request, to produce a Non-Party’s confidential information in its possession, and the
18 Party is subject to an agreement with the Non-Party not to produce the Non-Party’s
19 confidential information, then the Party shall:

20 (i) promptly notify in writing the Requesting Party and
21 the Non-Party that some or all of the information requested is subject to a
22 confidentiality agreement with a Non- Party;

23 (ii) promptly provide the Non-Party with a copy of the
24 Stipulated Protective Order in this litigation, the relevant discovery request(s), and a
25 reasonably specific description of the information requested; and

26 (iii) make the information requested available for
27 inspection by the Non-Party.

28 (c) If the Non-Party fails to object or seek a protective order

1 from this court within 10 days of receiving the notice and accompanying
2 information, the Receiving Party may produce the Non-Party's confidential
3 information responsive to the discovery request. If the Non-Party timely seeks a
4 protective order, the Receiving Party shall not produce any information in its
5 possession or control that is subject to the confidentiality agreement with the Non-
6 Party before a determination by the court.³ Absent a court order to the contrary, the
7 Non-Party shall bear the burden and expense of seeking protection in this court of
8 its Protected Material.

9 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
11 Protected Material to any person or in any circumstance not authorized under this
12 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
13 writing the Designating Party of the unauthorized disclosures; (b) use its best
14 efforts to retrieve all unauthorized copies of the Protected Material; (c) inform the
15 person or persons to whom unauthorized disclosures were made of all the terms of
16 this Order; and (d) request such person or persons to execute the "Acknowledgment
17 and Agreement to Be Bound" (Exhibit A).

18 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
19 **PROTECTED MATERIAL**

20 When a Producing Party gives notice to Receiving Parties that certain
21 inadvertently produced material is subject to a claim of privilege or other
22 protection, the obligations of the Receiving Parties are those set forth in Federal
23 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
24 whatever procedure may be established in an e-discovery order that provides for
25 production without prior privilege review. The parties agree that any waiver
26

27 ³The purpose of this provision is to alert the interested parties to the existence
28 of confidentiality rights of a Non-Party and to afford the Non-Party an opportunity
to protect its confidentiality interests in this court.

1 occasioned by the disclosure of a communication or information covered by the
2 attorney-client privilege or work product protection is limited as set forth in Federal
3 Rules of Evidence 502(d) and (e).

4 **12. MISCELLANEOUS**

5 12.1. Right to Further Relief. Nothing in this Order abridges the right of any
6 person to seek its modification by the court in the future.

7 12.2. Right to Assert Other Objections. By stipulating to the entry of this
8 Protective Order, no Party waives any right it otherwise would have to object to
9 disclosing or producing any information or item on any ground not addressed in
10 this Stipulated Protective Order. Similarly, no Party waives any right to object on
11 any ground to use in evidence of any of the material covered by this Protective
12 Order.

13 12.3. Filing Protected Material. A Party that seeks to file under seal any
14 Protected Material must comply with Local Rule 79-5.

15 **13. FINAL DISPOSITION**

16 Within 60 days after the final disposition of this action, as defined in
17 paragraph 4, each Receiving Party must return all Protected Material to the
18 Producing Party or destroy such material. As used in this subdivision, “all
19 Protected Material” includes all copies, abstracts, compilations, summaries, and any
20 other format reproducing or capturing any of the Protected Material.

21 Notwithstanding this provision, Outside Counsel of Record are entitled to retain an
22 archival copy of all pleadings, motion papers, trial, deposition, and hearing
23 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
24 reports, attorney work product, and consultant and expert work product, even if
25 such materials contain Protected Material. Any such archival copies that contain or

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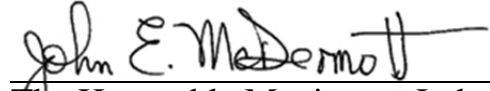
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1 constitute Protected Material remain subject to this Protective Order as set forth in
2 Section 4 (DURATION).

3 PURSUANT TO STIPULATION, IT IS SO ORDERED.

4 November 18, 2014

5 
6 The Honorable Magistrate Judge John E.
7 McDermott

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under
5 penalty of perjury that I have read in its entirety and understand the Stipulated
6 Protective Order that was issued by the United States District Court for the Central
7 District of California on _____ [date] in the case of *VBCConversions, LLC v.*
8 *Exida.com, LLC, John Christman, Does 1-10, Inclusive*, No. 2:13-cv-08306-PSG-
9 JEMx. I agree to comply with and to be bound by all the terms of this Stipulated
10 Protective Order and I understand and acknowledge that failure to so comply could
11 expose me to sanctions and punishment in the nature of contempt. I solemnly
12 promise that I will not disclose in any manner any information or item that is
13 subject to this Stipulated Protective Order to any person or entity except in strict
14 compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court
16 for the Central District of California for the purpose of enforcing the terms of this
17 Stipulated Protective Order, even if such enforcement proceedings occur after
18 termination of this action.

19 I hereby appoint _____ [print or type full name]
20 of _____ [print or type full address and telephone
21 number] as my California agent for service of process in connection with this action
22 or any proceedings related to enforcement of this Stipulated Protective Order.

23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 Signature: _____