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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

McRO, Inc., d.b.a. Planet Blue,

Plaintiff,

v.

Codemasters USA Group, Inc. and
The Codemasters Software Company
Limited,

Defendants.

CASE No. 2:14-cv-00389-GW (FFMx)

Honorable George H. Wu

**[PROPOSED] PROTECTIVE
ORDER GOVERNING THE
DESIGNATION AND HANDLING
OF CONFIDENTIAL MATERIALS**

McRO, Inc., d.b.a. Planet Blue,

Plaintiff,

v.

Codemasters, Inc. and The
Codemasters Software Company
Limited,

Defendant.

CASE No. 2:14-cv-00439-GW (FFMx)

Honorable George H. Wu

1 To expedite the flow of discovery material, to facilitate the prompt
2 resolution of disputes over confidentiality of discovery materials, to adequately
3 protect information the parties are entitled to keep confidential, to ensure that
4 only materials the parties are entitled to keep confidential are subject to such
5 treatment, and to ensure that the parties are permitted reasonably necessary uses
6 of such materials in preparation for and in the conduct of trial, it is hereby
7 ORDERED THAT:

8 1. **DEFINITIONS.** The terms defined in this Section 1 and
9 parenthetically elsewhere shall, throughout this Order, have the meanings
10 provided. Defined terms may be used in the singular or plural.

11 1.1 The “Action” means the each of the above-captioned
12 litigations transferred in to the Central District of California, including
13 McRO, Inc. d.b.a. Planet Blue v. Codemasters USA Group. Inc. and The
14 Codemasters Software Company Limited, Case No. 2:14-cv-00389-GW
15 (FFMx); and McRO, Inc. d.b.a. Planet Blue v. Codemasters, Inc. and The
16 Codemasters Software Company Limited, Case No. 2:14-cv-00439-GW
17 (FFMx).

18 1.2 “Party” means a party to the Action, including all of its
19 officers, directors, employees, consultants, retained experts, and outside
20 counsel (and their support staff).

21 1.3 “Material” means all information, documents, testimony, and
22 things produced, served or otherwise provided in this action by any Party
23 or by any non-party.

24 1.4 “Designated Material” means any Material that is designated
25 “CONFIDENTIAL”, “ATTORNEYS’ EYES ONLY”, and/or
26 “RESTRICTED CONFIDENTIAL – SOURCE CODE” under this Order.

27 1.4 “Designating Party” means a Party or non-party that
28 designates any Material in productions, in disclosures, or in responses to

1 discovery as “CONFIDENTIAL”, “ATTORNEYS’ EYES ONLY”,
2 and/or “RESTRICTED CONFIDENTIAL – SOURCE CODE.”

3 1.5 “Producing Party” means any Party or non-party that discloses
4 or produces Material in this Action.

5 1.6 “Receiving Party” means any Party receiving production or
6 disclosure of Material in this Action.

7 1.7 “Confidential Material” means information, documents, and
8 things the Designating Party believes in good faith constitutes trade secret
9 or other confidential research, development, or commercial information
10 that is maintained in confidence by the Designating Party and not
11 generally known to others.

12 1.8 “Attorneys’ Eyes Only Material” means Confidential Material
13 that the Designating Party believes in good faith has significant
14 competitive value such that unrestricted disclosure to others would create
15 a substantial risk of serious injury.

16 1.9 “Restricted Confidential – Source Code Material” means
17 Confidential Material, if any, that constitutes, relates to, or describes
18 human-readable programming language text that defines software or
19 firmware, pseudocode, or other sensitive code (collectively, “Source
20 Code”) that has significant competitive value such that unrestricted
21 disclosure to others would create a substantial risk of serious injury.

22 1.10 “Counsel of Record” means (i) outside counsel who has
23 entered an appearance as counsel for a Party and has not subsequently
24 withdrawn, (ii) partners, principals, counsel, associates, employees and
25 contract attorneys of such outside counsel to whom it is reasonably
26 necessary to disclose the information for this Action, including supporting
27 personnel employed by the attorneys, such as paralegals, legal translators,
28 legal secretaries, legal clerks and shorthand reporters, and/or (iii)

1 independent legal translators retained to translate in connection with this
2 Action, or independent shorthand reporters retained to record and
3 transcribe testimony in connection with this Action.

4 1.11 “Outside Consultant” means any person with specialized
5 knowledge or experience in a matter pertinent to this Action who has been
6 retained by Counsel of Record to serve as an expert witness, or as a
7 consultant in this Action, and who is not a current employee of a Party or
8 of a competitor of a Party and who, at the time of retention, is not
9 anticipated to become an employee of a Party or of a competitor of a
10 Party.

11 1.12 “Professional Vendors” means any persons or entities that
12 provide litigation support services and their employees and subcontractors
13 who have been retained or directed by Counsel of Record in this action,
14 and who are not current employees of a Party or of a competitor of a Party
15 and who, at the time of retention, are not anticipated to become employees
16 of a Party or of a competitor of a Party. Litigation support services
17 include but are not limited to: photocopying; videotaping; translating;
18 designing and preparing exhibits, graphics, or demonstrations; organizing,
19 storing, retrieving data in any form or medium; etc. Professional Vendors
20 include ESI vendors and professional jury or trial consultants retained in
21 connection with this litigation. Professional Vendors do not include
22 consultants who fall within the definition of Outside Consultant.

23 1.13 “Termination” means the dismissal of the Action (whether
24 through settlement or otherwise), or the entry of final judgment and
25 expiration of all periods to appeal or to seek judicial review of such
26 judgment or dismissal.

27 1.14 “Affiliate” shall mean, with respect to any Party, any other
28 entity controlling, controlled by, or under common control with that Party.

1 As used in this definition, the term “control” means the ownership of more
2 than fifty percent (50%) of the ownership or equity interests of such
3 entity.

4 2. **SCOPE.**

5 2.1 The protections conferred by this Order cover not only Designated
6 Material (as defined above), but also any information copied or extracted
7 therefrom, as well as all copies, excerpts, summaries, or compilations thereof.
8 Nothing herein shall alter or change in any way the discovery provisions of the
9 Federal Rules of Civil Procedure, the Local Rules of this Court, or the Court’s
10 deadlines provided in any scheduling order or discovery order issued by the
11 Court. Identification of any individual pursuant to this Order does not make that
12 individual available for deposition, or any other form of discovery outside of the
13 restrictions and procedures of the Federal Rules of Civil Procedure, the Local
14 Rules of this Court, and the Court’s deadlines provided in any scheduling order
15 or discovery order issued by the Court.

16 2.2 This Order does not confer any right to any Defendant’s in-house
17 attorney to access the Designated Material of any other Defendant. Furthermore,
18 absent a specific agreement, no Defendant is required to produce its Designated
19 Material to any other Defendant or Defendant’s counsel, but nothing in this
20 Order shall preclude such production. Notwithstanding the provisions of this
21 Protective Order, any Designated Material designated by a Defendant shall not
22 be disclosed by the Plaintiff to any other Defendant or Defendant’s counsel
23 (except in Court filings otherwise complying with this Order) absent explicit
24 written agreement from the producing Defendant, but nothing herein shall
25 prohibit Counsel of Record for any party from access to complete Court filings
26 or oral argument in Court if necessary.

27 2.3 Nothing herein applies to evidence presented at any open court
28 proceeding (including trial). Any protective measures relating to

1 confidential information that may be disclosed during any open court
2 proceedings should be taken up with the judicial officer conducting the
3 proceeding at the appropriate time.

4 3. **MATERIAL DESIGNATED “CONFIDENTIAL.”** Any
5 Designating Party may designate as “CONFIDENTIAL” any Material that the
6 party believes in good faith constitutes Confidential Material. Unless otherwise
7 ordered by the Court or permitted in writing by the Designating Party, a
8 Receiving Party may disclose any Material designated “CONFIDENTIAL” only
9 to:

- 10 (a) Persons who appear on the face of the Designated Material as
11 an author, addressee, or recipient thereof;
- 12 (b) Up to two (2) in-house employees of a Receiving Party
13 (including a parent or affiliate of a Receiving Party), and
14 necessary secretarial staff, who are responsible for providing
15 oversight of or assistance in the litigation, provided that any
16 such employee or staff has signed the “Acknowledgement and
17 Agreement To Be Bound By Protective Order” attached hereto
18 as Exhibit A, and provided an executed copy to the Producing
19 Party prior to receiving any Designated Material;
- 20 (c) Counsel of Record for the Designating Party or the Receiving
21 Party;
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- 1 (d) Outside Consultants of the Receiving Party (including
2 necessary employees of the Outside Consultants) to whom
3 disclosure is reasonably necessary for this litigation, and who
4 have signed the “Acknowledgement and Agreement To Be
5 Bound By Protective Order” attached hereto as Exhibit A, and
6 the “Certification Of Consultant” attached hereto as Exhibit B,
7 with the provisions of Section 6 being complied with prior to
8 receiving any Designated Material;
- 9 (e) Witnesses at deposition and/or trial consistent with the
10 provisions of Section 7 below, provided that such witnesses
11 may not retain copies of Designated Material unless permitted
12 by other provisions of this Order;
- 13 (f) The Court and its personnel, any technical advisor that the
14 Court may appoint, and any Jury impaneled in the Action;
- 15 (g) Any designated arbitrator or mediator who is assigned to hear
16 this matter, or who has been selected by the Parties, and his or
17 her staff;
- 18 (h) Court reporters and videographers employed in connection
19 with this case;
- 20 (i) Professional Vendors to whom disclosure is reasonably
21 necessary for this Action;
- 22 (j) Jury consultants, trial consultants, or mock jurors selected by
23 counsel in preparation for trial, provided they have signed the
24 “Acknowledgement and Agreement To Be Bound By
25 Protective Order” attached hereto as Exhibit A; and
- 26 (k) Any other person authorized by written agreement of the
27 Producing Party and the Receiving Party or by order of the
28 Court.

1 4. **MATERIAL DESIGNATED “ATTORNEYS’ EYES ONLY.”**

2 Any Designating Party may designate as “ATTORNEYS’ EYES ONLY” any
3 Material that the party believes in good faith constitutes Attorneys’ Eyes Only
4 Material. Unless otherwise ordered by the Court or permitted in writing by the
5 Designating Party, Material designated as “ATTORNEYS’ EYES ONLY” shall
6 be treated as Material designated as “CONFIDENTIAL” with the further
7 restriction that it shall not be disclosed to any person identified in Sections 3(b)
8 above.

9 5. **MATERIAL DESIGNATED “RESTRICTED CONFIDENTIAL**
10 **– SOURCE CODE.”** Any Designating Party may designate as “RESTRICTED

11 CONFIDENTIAL – SOURCE CODE” any Material that the party believes in
12 good faith constitutes Restricted Confidential – Source Code Material. Unless
13 otherwise ordered by the Court or permitted in writing by the Designating Party,
14 Material designated as “RESTRICTED CONFIDENTIAL – SOURCE CODE”
15 shall be treated as Material designated as “ATTORNEYS’ EYES ONLY” with
16 the further restriction that (i) it shall not be disclosed to any person identified in
17 Sections 3(g), 3(i), or 3(j) above; (ii) shall be disclosed to no more than three
18 persons identified in Section 3(d) above; and (iii) such Material is subject to the
19 provisions of Section 8 of this Order.

20 6. **DISCLOSURE TO OUTSIDE CONSULTANTS.** No disclosure
21 of Designated Material to Outside Consultants shall occur until the notice and
22 resolution of objection procedures of this Section are followed.

23 6.1 Notice. If a Receiving Party wishes to disclose another Party’s
24 Designated Material to any Outside Consultant, such Receiving Party
25 must provide notice to counsel for the Designating Party, which notice
26 shall include: (a) the individual’s name and business title; (b) business
27 address; (c) business or profession; (d) the individual’s CV; (e) any
28 previous or current relationship (personal or professional) with any of the

1 Parties or any entity that the either Receiving Party or the Outside
2 Consultant has reason to believe is an Affiliate of any of the Parties; (f) a
3 list of other cases in which the individual has testified (at trial or by
4 deposition) within the last four years; (g) a list of all companies with
5 which the individual has consulted or by which the individual has been
6 employed within the last four years; and (h) a signed copy of the
7 “Acknowledgement and Agreement To Be Bound By Protective Order”
8 attached as Exhibit A, and the “Certification Of Consultant” attached
9 hereto as Exhibit B.

10 6.2 Objections. The Designating Party shall have seven (7)
11 business days from receipt of the notice specified in Section 6.1 to object
12 in writing to such disclosure (plus three (3) extra days if notice is given
13 other than by hand delivery, e-mail transmission or facsimile
14 transmission). Any such objection must set forth in detail the grounds on
15 which it is based. After the expiration of the 7-day (plus 3-days, if
16 appropriate) period, if no objection has been asserted, then Designated
17 Material may be disclosed to the Outside Consultant pursuant to the terms
18 of this Order. However, if the Designating Party objects within the 7-day
19 (plus 3-days, if appropriate) period, the Receiving Party may not disclose
20 Designated Material to the challenged individual absent resolution of the
21 dispute or Court Order. In the event the Designating Party makes a timely
22 objection, the parties shall promptly meet and confer to try to resolve the
23 matter by agreement. If the parties cannot reach an agreement, the
24 Objecting Party may, within five (5) business days following the meet and
25 confer, file a motion for a protective order preventing disclosure of
26 Designated Material to the Outside Consultant, or for other appropriate
27 relief. If the Objecting Party files a timely motion for a protective order,
28 Designated Material shall not be disclosed to the challenged individual

1 until and unless a final ruling allowing such disclosure is made by this
2 Court, or by the consent of the Objecting Party, whichever occurs first. If
3 the Objecting Party fails to file a motion for a protective order within the
4 prescribed period the Designated Material may thereafter be disclosed to
5 such individual.

6 **7. USE AT DEPOSITION OR TRIAL.**

7 7.1 A present director, officer, agent, employee, designated Rule
8 30(b)(6) witness, and/or Outside Consultant of a Producing Party may be
9 shown at deposition or at trial and examined on all Designated Material
10 that has been produced by that Party;

11 7.2 A former director, officer, agent and/or employee of a
12 Producing Party may be shown at deposition and examined on all
13 Designated Material that the Receiving Party's Outside Counsel
14 reasonably and in good faith believes the witness to have received or that
15 refers to matters of which the witness has personal knowledge, that has
16 been produced by that Party, and that pertains to the period or periods of
17 his or her employment, engagement, or relationship with the Producing
18 Party;

19 7.3 Non-parties may be shown at deposition and examined on any
20 document containing Designated Material of a Producing Party that
21 appears on its face, or which the Receiving Party's Outside Counsel
22 reasonably and in good faith believes based on other documents or
23 testimony, to have been received from or communicated to the non-party.
24 Any person other than the witness, his or her attorney(s), and any person
25 qualified to receive Designated Material under this Order, shall be
26 excluded from the portion of the examination concerning such
27 information, unless the Producing Party consents to persons other than
28 qualified recipients being present at the examination. If the witness is

1 represented by an attorney who is not qualified under this Order to receive
2 such information, then prior to the examination, the attorney shall be
3 requested to sign the “Acknowledgement and Agreement To Be Bound
4 By Protective Order” attached as Exhibit A. In the event that such attorney
5 declines to sign the Acknowledgement and Agreement To Be Bound By
6 Protective Order prior to the examination, the parties, by their attorneys,
7 shall jointly seek a protective order from the Court prohibiting such
8 attorney from disclosing such Designated Material.

9 7.4 A witness who previously had access to a document
10 designated “CONFIDENTIAL,” “ATTORNEYS’ EYES ONLY,” or
11 “RESTRICTED CONFIDENTIAL – SOURCE CODE” but who is not
12 under a present non-disclosure agreement with the Producing Party that
13 covers that document, may be shown the document at deposition if the
14 witness is advised on the record of the existence of the Protective Order
15 and that the protective order requires the parties to keep confidential any
16 questions, testimony or documents that are designated as
17 “CONFIDENTIAL,” “ATTORNEYS’ EYES ONLY,” or “RESTRICTED
18 CONFIDENTIAL – SOURCE CODE.” The witnesses may not copy,
19 take notes on or retain copies of any Designated Material used or
20 reviewed at the deposition. The witness may not take out of the deposition
21 room any exhibit that is marked “CONFIDENTIAL”, “ATTORNEYS’
22 EYES ONLY” or “RESTRICTED CONFIDENTIAL – SOURCE
23 CODE”. The Producing Party of any Designated Material used at the
24 deposition may also require that the transcript and exhibits not be copied
25 by a witness who is not subject to this Order or his counsel who is not
26 subject to this Order, that no notes may be made of the transcript or the
27 exhibits, and that the transcript and exhibits may only be reviewed by the
28 witness in the offices of one of the counsel representing a party in this

1 case (or another firm acting for one of the counsel representing a party in
2 this case and under the supervision of one of the lawyers who is bound by
3 the terms of this Order).

4 7.5 Except as may be otherwise ordered by the Court, and without
5 limitation as to any of the other provisions of this section, any person may
6 be examined as a witness by deposition, and may testify concerning all
7 Designated Material of which such person has prior knowledge.

8 7.6 Notwithstanding any sub-Section of this Section 7, no copies of
9 Designated Material may be provided to any deponent other than for
10 purposes of the examination without the written consent of the Producing
11 Party.

12 8. **PRODUCTION OF SOURCE CODE.** To the extent any Party's
13 Source Code is relevant and discoverable in this Action, this Section shall
14 govern the production of Source Code in this Action. The provision of this
15 section shall also be available for the production of Source Code by non-parties,
16 however, such production may be governed by a supplemental confidentiality
17 order negotiated between the Receiving Party and the non-party.

18 8.1 Source Code designated as "RESTRICTED CONFIDENTIAL
19 – SOURCE CODE" shall be made available for the Receiving Party's
20 inspection. Source Code designated as "RESTRICTED
21 CONFIDENTIAL – SOURCE CODE" shall be maintained by the
22 Producing Party and made available for inspection by the Receiving Party
23 only on a single stand-alone computer (that is, a computer not connected
24 to any network, the Internet, or any peripheral device other than a
25 keyboard, mouse, and monitor). Any reasonable request for production of
26 Source Code on additional stand-alone computers shall be considered in
27 good faith and not be unreasonably withheld. The stand-alone computer
28 shall be maintained in a secured location at the offices of the Producing

1 Party's outside counsel or at the offices of the Party, access to which shall
2 be controlled by reasonable physical (*e.g.*, locked doors) and electronic
3 (*e.g.*, password or other access provisions) security measures. Use of any
4 input/output device (*e.g.*, USB memory stick, CDs, floppy disk, portable
5 hard drive, etc.) is prohibited while accessing the computer containing the
6 Source Code, and the Receiving Party shall not attempt to use any
7 peripheral device of any kind (other than the keyboard, mouse, and
8 monitor provided by the Producing Party) with the stand-alone computer,
9 nor shall the Receiving Party attempt to install any software on the stand-
10 alone computer. Should the Receiving Party desire particular software,
11 including searching and analytic tools, to be installed, it shall provide that
12 software to the Producing Party, request that the Producing Party install
13 that software and describe that software's purpose, which request shall be
14 considered in good faith. The Receiving Party shall not at any time use
15 any compilers, interpreters or simulators in connection with the Producing
16 Party's Source Code.

17 8.2 Inspection of Source Code shall be permitted during regular
18 business hours (weekdays 9:00 a.m. to 5:00 p.m.) on reasonable notice of
19 at least two business days, absent exigent circumstances or otherwise
20 agreed to by the Producing Party. Should a Receiving Party desire to
21 inspect a Producing Party's Source Code outside of regular business hours
22 (*i.e.*, on weekends, or on weekdays other than between 9:00 a.m. and 5:00
23 p.m.), the Receiving Party shall give five days' notice and shall pay
24 reasonable fees for those employees/staff who work outside of regular
25 business hours to monitor the inspection.

26 8.3 At the Producing Party's selection, the secure location will be
27 at the offices of the Producing Party's Counsel of Record or at the offices
28 of the Party. Source Code and/or documents or items designated as

1 “RESTRICTED CONFIDENTIAL – SOURCE CODE” shall be available
2 for inspection only until the close of expert discovery.

3 8.4 The Receiving Party may create a back-up copy of the Source
4 Code on the stand-alone computer. The software installed on the stand-
5 alone computer, including any searching or analytical tools, may annotate,
6 number the lines of, and label the pages of, the back-up copy of the code.
7 Any back-up copies will remain on the stand-alone computer and be
8 subject to all of the provisions of this Order.

9 8.5 No person shall copy, e-mail, transmit, upload, download,
10 print, photograph, or otherwise duplicate any portion of Source Code, or
11 documents or things designated “RESTRICTED CONFIDENTIAL –
12 SOURCE CODE,” except as follows:

13 (a) The Receiving Party may request a reasonable number of
14 pages of Source Code to be printed. A reasonable number of pages means
15 no more than 2,000 pages of Source Code per defendant, no more than
16 100 pages of Source Code per game, and in any case, no more than 25
17 contiguous pages of Source Code, on 8.5” x 11” paper with a font no
18 smaller than Courier 10pt. The parties agree to negotiate printing beyond
19 these page limits in good faith should the need arise. Within three (3)
20 business days or such additional time as necessary due to volume
21 requested, the Producing Party shall provide the requested material on
22 marked paper bearing bates-numbers and the legend “RESTRICTED
23 CONFIDENTIAL – SOURCE CODE.”

24 (b) Any printed pages of Source Code, and any other documents
25 or things designated as “RESTRICTED CONFIDENTIAL – SOURCE
26 CODE,” may be photocopied, but not digitally imaged, e-mailed,
27 transmitted, uploaded, downloaded, photographed, or otherwise
28 duplicated, to be provided to Outside Consultants. Apart from such

1 photocopies, any printed pages of Source Code, and any other documents
2 or things designated as “RESTRICTED CONFIDENTIAL – SOURCE
3 CODE,” may not be copied, digitally imaged, e-mailed, transmitted,
4 uploaded, downloaded, photographed, or otherwise duplicated, except in
5 limited excerpts necessary to attach as exhibits to depositions, expert
6 reports, court filings, or court presentations.

7 (c) A Receiving Party that wants to use any Source Code, or other
8 documents or things designated as “RESTRICTED CONFIDENTIAL –
9 SOURCE CODE,” at a deposition may, no earlier than 72 hours prior to
10 any such deposition, make only as many copies, and only of the specific
11 pages, as it intends to actually use at the deposition. At the conclusion of
12 the deposition, the Producing Party (or its designee) will collect each copy
13 of such material and will retain the original of any such exhibit, which
14 shall not be appended to the transcript of the deposition.

15 (d) A Receiving Party that wants to file or otherwise submit any
16 Source Code, or other documents or things designated as “RESTRICTED
17 CONFIDENTIAL – SOURCE CODE,” to the Court in connection with a
18 filing may, no earlier than 72 hours prior to the relevant filing, make only
19 as many copies, and only of the specific pages as needed, for submission
20 to the Court and shall file any and all such copies of the materials with an
21 application to file under seal. Unless agreed to by the Producing Party,
22 images or copies of source code shall not be included in correspondence
23 between the parties.

24 8.6 Any paper copies, documents, or things designated
25 “RESTRICTED CONFIDENTIAL – SOURCE CODE” shall be stored or
26 viewed only at (i) the offices of Counsel of Record for the Receiving
27 Party; (ii) the offices of Outside Consultants who have been approved to
28 access “RESTRICTED CONFIDENTIAL – SOURCE CODE” materials;

1 (iii) the site where any deposition is taken; (iv) the Court; or (v) any
2 intermediate location necessary to transport the information to a hearing,
3 trial, or deposition. Paper copies stored in locations (i) and (ii) shall be
4 maintained at all times in a locked and secure area.

5 8.7 All source code made available for inspection shall be
6 organized in the same directory structure as the source code is kept and/or
7 compiled in the ordinary course of business. Further, to the extent files
8 for one particular version of source code are grouped together in a single
9 folder in the ordinary course of the Producing Party's business, the
10 Producing Party shall produce the source code in that manner. If, for any
11 reasons, source code files are not produced for review, the parties agree to
12 promptly meet and confer over whether such missing source code is
13 necessary to understand the relevant operation of the accused products and
14 over the production of any such necessary source code files in a timely
15 manner in the format described above.

16 8.8 The Receiving Party shall maintain a log of all Source Code
17 files, or documents or things marked "RESTRICTED CONFIDENTIAL –
18 SOURCE CODE," that are printed or photocopied, as well as the name
19 and address of each person who has had access to such printed or
20 photocopied pages. The Producing Party shall be entitled to this log on
21 one business day's advance notice.

22 8.9 The Producing Party may maintain a Source Code Access Log
23 identifying, for each and every time any Source Code is viewed, or
24 accessed at the secure location: (1) the name of each person who accessed
25 the Source Code; (2) the date and time of access; and (3) the length of
26 time of access.

27 8.10 No Party shall physically, magnetically, digitally, optically, or
28 otherwise copy by any means, any Source Code, or documents or things

1 that another Party has designated “RESTRICTED CONFIDENTIAL –
2 SOURCE CODE,” subject to the exceptions enumerated above.

3 8.11 Outside personal electronic devices, such as phones and other
4 handheld devices, but not laptops or other personal computers, shall be
5 permitted in the secure room, but may not be used to store, record, or take
6 notes regarding the source code.

7 8.12 The Producing Party may visually monitor the activities of the
8 Receiving Party during any Source Code inspection, but only to ensure
9 that there is no unauthorized recording, copying, or transmission of the
10 Source Code. The Producing Party will not interfere with any work-
11 product or listen to other private communications between the Receiving
12 Party reviewing the Source Code. The Producing Party shall not
13 undertake any effort to determine which pages or portions of source code
14 have been reviewed. The Producing Party shall not videotape the actual
15 review of the source code by the Receiving Party.

16 9. **PROCEDURE FOR DESIGNATING MATERIAL.** Subject to
17 the limitations set forth in this Order, a Designating Party may: designate as
18 “CONFIDENTIAL” information that the Designating Party believes, in good
19 faith, meets the definition of Confidential Material set forth in Section 1.7 above;
20 designate as “ATTORNEYS’ EYES ONLY” information that it believes, in
21 good faith, meets the definition of Attorneys’ Eyes Only Material set forth in
22 Section 1.8 above; and designate as “RESTRICTED CONFIDENTIAL –
23 SOURCE CODE” information that it believes, in good faith, meets the definition
24 of Restricted Confidential – Source Code Material set forth in Section 1.9 above.

25 9.1 Except as provided above in Section 8 with respect to
26 “RESTRICTED CONFIDENTIAL – SOURCE CODE” Material, any
27 Material (including physical objects) made available for inspection by
28 counsel for the Receiving Party prior to producing copies of selected items

1 shall initially be considered, as a whole, to constitute “ATTORNEYS’
2 EYES ONLY” information, and shall be subject to this Order. Thereafter,
3 the Producing Party shall have ten (10) calendar days from the inspection
4 to review and designate the appropriate documents as “CONFIDENTIAL”
5 or “ATTORNEYS’ EYES ONLY” prior to furnishing copies to the
6 Receiving Party.

7 9.2 Except as otherwise provided in this Order or as otherwise
8 stipulated or ordered, Material that qualifies for protection under this
9 Order must be designated in accordance with this Section before the
10 Material is disclosed or produced. In addition to the marking of
11 documents and things with the appropriate level of confidentiality as
12 provided in this Order, all documents and things produced by a Producing
13 Party shall be numbered using a prefix bearing the Producing Party’s
14 name or an abbreviation thereof.

15 9.3 Designation in conformity with this Order shall be made as
16 follows:

- 17 (a) For information in documentary form (apart from transcripts of
18 depositions,), the Producing Party shall affix the legend
19 “CONFIDENTIAL,” “ATTORNEYS’ EYES ONLY,” or
20 “RESTRICTED CONFIDENTIAL – SOURCE CODE” on
21 each page that contains Designated Material.
- 22 (b) For testimony given in deposition, the Designating Party shall
23 specify any portions of the testimony that it wishes to
24 designate as “CONFIDENTIAL,” “ATTORNEYS’ EYES
25 ONLY,” or “RESTRICTED CONFIDENTIAL – SOURCE
26 CODE.” In the case of depositions, the Designating Party may
27 also designate any portion of a deposition transcript as
28 “CONFIDENTIAL,” “ATTORNEYS’ EYES ONLY,” or

1 “RESTRICTED CONFIDENTIAL – SOURCE CODE” by
2 informing the reporter, and opposing Parties, in writing within
3 thirty (30) calendar days of completion of the deposition of the
4 designations to be applied. All deposition transcripts not
5 marked at least “ATTORNEYS’ EYES ONLY” during the
6 deposition will nonetheless be treated as “ATTORNEYS’
7 EYES ONLY” until the thirty (30) day period has expired.
8 Transcript pages containing Designated Material must be
9 separately bound by the court reporter, who must affix to the
10 top of each such page the legend “CONFIDENTIAL,”
11 “ATTORNEYS’ EYES ONLY,” or “RESTRICTED
12 CONFIDENTIAL – SOURCE CODE” as instructed by the
13 Designating Party.

14 (c) For information produced in some form other than
15 documentary, and for any other tangible items, the Producing
16 Party shall affix in a prominent place on the exterior of the
17 container or containers in which the information or thing is
18 stored the legend “CONFIDENTIAL”, “ATTORNEYS’ EYES
19 ONLY” or “RESTRICTED CONFIDENTIAL – SOURCE
20 CODE” to the extent reasonably practical.

21 (d) The provisions of this sub-section 9.3 do not apply to
22 documents produced in native format. Documents produced in
23 native format will have their respective confidentiality
24 designation identified in the filename of the native file.

25 9.4 In the event that a Producing Party mistakenly or inadvertently
26 fails to stamp or otherwise designate a document or other information as
27 “CONFIDENTIAL”, “ATTORNEYS’ EYES ONLY” or “RESTRICTED
28 CONFIDENTIAL – SOURCE CODE” at the time of its production, it

1 may be corrected by written notification to counsel for the Receiving
2 Party, and the Receiving Party must make reasonable efforts to assure that
3 the material is treated in accordance with the terms of this Order. The
4 Receiving Party and other authorized recipients of such documents or
5 information shall not be responsible for any otherwise prior actions taken
6 with respect to such documents or information before receiving notice of
7 the designation. Upon designation the Receiving Party shall take
8 reasonable efforts to retrieve such information from individuals
9 unauthorized to access it and to ensure that the information is treated
10 consistent with its designation and this Protective Order.

11 10. **GENERAL USE OF DESIGNATED MATERIAL.** Unless
12 otherwise ordered by the Court, or agreed to in writing by the Parties, all
13 Designated Material, and all information derived therefrom, shall be used by the
14 Receiving Party only for purposes of this Action and the related actions filed by
15 McRo, Inc. d.b.a. Planet Blue in the District of Delaware on November 21, 2012,
16 where the Producing Party is a party to that litigation, except as provided for in
17 this Order. Designated Material shall not be used for any other purpose
18 including, but not limited to, any business, proprietary, commercial, legal/other
19 litigation, arbitration or claim, or governmental purpose. Information contained
20 or reflected in Designated Material shall not be disclosed in conversations,
21 presentations by parties or counsel, in court or in other settings that might reveal
22 Designated Material, except in accordance with the terms of this Order.

23 10.1 Nothing in this Order shall limit any Designating Party's use
24 of its own documents and information, nor shall it prevent the Designating
25 Party from disclosing its own confidential information, documents or
26 things to any person. Such disclosure shall not affect any designations
27 made pursuant to the terms of this Order, so long as the disclosure is made
28

1 in a manner that is reasonably calculated to maintain the confidentiality of
2 the information.

3 10.2 Nothing in this Order shall limit a Receiving Party from
4 making use of or disclosing documents and/or things that (a) were
5 lawfully in its possession prior to receipt of such information from a
6 Producing Party; (b) appear in any published material available to the
7 Producing Party's trade or business, available to the public, or otherwise
8 become available within the public domain, other than as a consequence
9 of the Receiving Party's breach of any obligation not to disclose the
10 information; or (c) it lawfully obtains subsequent to the Producing Party's
11 disclosure, without obligation of confidence, from a source or sources
12 other than the Producing Party; regardless of whether the same is
13 Designated Material.

14 10.3 Without written permission from the Designating Party or a
15 Court Order secured after appropriate notice to all interested persons, a
16 Party may not file in the public record in this action any Designated
17 Material, but must submit such Designated Material for filing under seal
18 in conformance with Local Rule 79-5. Material submitted for filing under
19 seal shall bear the title of this matter, an indication of the nature of the
20 contents of such sealed filing, the words "CONFIDENTIAL
21 INFORMATION – UNDER PROTECTIVE ORDER", "ATTORNEYS'
22 EYES ONLY INFORMATION - UNDER PROTECTIVE ORDER", or
23 "RESTRICTED CONFIDENTIAL – SOURCE CODE – UNDER
24 PROTECTIVE ORDER", as appropriate, and a statement substantially in
25 the following form:

26 This filing contains confidential information filed in this
27 case by (name of party) and its contents shall not be
28 displayed or revealed except by order of the Court

1 presiding over this matter.

2 10.4 This Protective Order shall not bar or otherwise restrict
3 Counsel of Record from rendering advice to his or her client with
4 respect to the Action, and in the course thereof, referring to or
5 relying generally upon his or her examination of Designated
6 Material, provided, however, that in rendering such advice and in
7 otherwise communicating with his or her client, the attorney shall
8 not disclose the content of such information designated as
9 Designated Material contrary to the terms of this Protective Order.

10 10.5 Designated Material shall not be used in any other
11 way, or for any other purpose, including the acquisition,
12 preparation or prosecution before the Patent Office of any patent
13 application, or in connection with patent licensing. Any attorney,
14 patent agent, or other person who has accessed items designated by
15 Defendants as “RESTRICTED CONFIDENTIAL — SOURCE
16 CODE” or “ATTORNEYS’ EYES ONLY” and which describes
17 the structure and/or operation of Defendants’ products in this
18 Action, including schematic diagrams, manufacturing drawings,
19 engineering drawings, engineering notebooks, specifications,
20 research notes and materials, source code, and other technical
21 descriptions and/or depictions, shall not be involved, directly or
22 indirectly, with any of the following: advising on, consulting on,
23 preparing, prosecuting, drafting, editing, amending and/or
24 affecting the scope of patents and patent applications with the
25 exception of U.S. Patent Nos. 6,307,576 or 6,611,278, including,
26 but not limited to, specifications, claims, and/or responses to office
27 actions, before any foreign or domestic agency, including the
28 United States Patent and Trademark Office, where such patent

1 applications are related to the subject matter of 3D animation
2 and/or lip-synchronization. These prohibitions are not intended to
3 and shall not preclude counsel from participating in reexamination
4 proceedings on behalf of a Party challenging the validity of any
5 patent, but are intended, inter alia, to preclude counsel from
6 participating directly or indirectly in reexamination or reissue
7 proceedings on behalf of a patentee, excluding any reexamination
8 proceeding of U.S. Patent Nos. 6,307,576 or 6,611,278 not
9 initiated by or on behalf of McRO, Inc. d.b.a. Planet Blue. These
10 prohibitions shall begin when access to the relevant Designated
11 Material is first received by the affected individual, and shall end
12 one year after final resolution of this action, including all appeals.

13 11. **NO WAIVER OF PRIVILEGE.** Subject to the provisions of
14 Federal Rule of Evidence 502, inspection or production of documents (including
15 physical objects) shall not constitute a waiver of the attorney-client privilege,
16 work product immunity, or any other applicable privilege or immunity. If the
17 Producing Party becomes aware of any inadvertent disclosure, the Producing
18 Party may promptly designate any such documents as within the attorney-client
19 privilege, work product immunity or any other applicable privilege or immunity
20 and request in writing return of such documents to the Producing Party. Upon
21 such request, the Receiving Party shall immediately retrieve and return or
22 destroy all copies of such document(s). In turn, the Producing Party shall keep a
23 copy of the document(s) requested to be retrieved and returned or destroyed, and
24 shall create a privilege log for all such documents requested to be returned or
25 destroyed, regardless of the date of the document, (for example, if the document
26 would not have otherwise needed to be placed on the privilege log subject to
27 Section 13 of this Order) and designate them as within the attorney-client
28 privilege, work product immunity or any other applicable privilege or immunity,

1 along with the appropriate identifying information. Nothing herein shall prevent
2 the Receiving Party from challenging the propriety of the attorney-client
3 privilege, work product immunity or other applicable privilege or immunity
4 designation by submitting a written challenge to the Court or by otherwise
5 presenting to the Court (if requested by the Court); provided, however, that such
6 challenge shall not assert as a ground for challenge the fact of the initial
7 production or inspection of the documents later designated as attorney-client
8 privileged, work product, or subject to another applicable privilege or immunity,
9 and shall not refer to the content of the inadvertently-produced items.

10 12. **CHALLENGES TO CONFIDENTIALITY DESIGNATIONS.**

11 The Parties will use reasonable care when designating information as
12 “CONFIDENTIAL,” “ATTORNEYS’ EYES ONLY,” or “RESTRICTED
13 CONFIDENTIAL – SOURCE CODE.” Nothing in this Order shall prevent a
14 Receiving Party from contending that any or all documents or information
15 designated as Confidential Material, Attorneys’ Eyes Only Material, or
16 Restricted Confidential – Source Code Material have been improperly
17 designated. A Receiving Party may, at any time, request that the Producing
18 Party cancel or modify the confidentiality designation with respect to any
19 document or information contained therein. A Party shall not be obligated to
20 challenge the propriety of a “CONFIDENTIAL,” “ATTORNEYS’ EYES
21 ONLY,” or “RESTRICTED CONFIDENTIAL – SOURCE CODE” designation
22 at the time made, and the failure to do so shall not preclude a subsequent
23 challenge thereto. Such a challenge shall be written, shall be served on counsel
24 for the Producing Party, and shall identify particularly the documents or
25 information that the Receiving Party contends should be differently designated.
26 The parties shall use their best efforts to resolve promptly and informally such
27 disputes in accordance with all applicable rules including L.R. 37. If agreement
28 cannot be reached, the Receiving Party shall request that the Court cancel or

1 modify a “CONFIDENTIAL,” “ATTORNEYS’ EYES ONLY,” or
2 “RESTRICTED CONFIDENTIAL – SOURCE CODE” designation.

3 13. **COMMUNICATIONS BETWEEN PARTIES AND COUNSEL**
4 **OF RECORD**. Responsive documents and things subject to the attorney-client
5 privilege, work product protection, and/or other applicable protection/immunity,
6 including privileged or protected communications between a Party and its
7 respective Counsel of Record, occurring after the date of filing of Planet Blue’s
8 initial Complaints or the date of retention of litigation Counsel of Record,
9 whichever came first, need not be produced or disclosed on a privilege log in
10 response to a discovery request served by another Party, absent an order of the
11 Court, except as required to rely on an opinion of counsel as part of a defense in
12 this Action. This agreement is without prejudice to any Party’s ability to make a
13 particularized request for a limited privilege log relating to specific documents,
14 or upon an appropriate showing of the potential discoverability of the documents
15 over any privilege or protection objections.

16 14. **EXPERT REPORTS, DECLARATIONS AND**
17 **COMMUNICATION**. For experts retained in anticipation of or in connection
18 with this Action, documents constituting drafts of expert reports and
19 declarations, and documents constituting notes created by or for an expert in
20 connection with preparation of his or her expert report or declaration, shall not
21 be discoverable and need not be preserved unless the expert relies upon such
22 drafts and/or notes. Work product materials, including communications,
23 generated in connection with non-testifying experts and consultants who are
24 retained solely in anticipation of or in connection with the above-captioned
25 litigation, shall not be discoverable absent an order by the Court. Conversations
26 or communications between counsel and any testifying expert or consultant shall
27 not be discoverable absent an order by the Court, except to the extent such
28 conversations or communications are relied upon by the expert.

1 15. **UNAUTHORIZED DISCLOSURE.** If a Receiving Party learns
2 that, by inadvertence or otherwise, it has disclosed Designated Material to any
3 person or in any circumstance not authorized under this Order, the Receiving
4 Party must immediately (a) notify in writing the Designating Party of the
5 unauthorized disclosures, (b) use its best efforts to retrieve all copies of the
6 Designated Material, (c) inform the person or persons to whom unauthorized
7 disclosures were made of all the terms of this Order, and (d) request such person
8 or persons to execute the “Acknowledgment and Agreement to Be Bound” that is
9 attached hereto as Exhibit A.

10 16. **NON-PARTY USE OF THIS PROTECTIVE ORDER.** A non-
11 party that produces Material voluntarily, or pursuant to a subpoena or a court
12 order, may designate such Material in the same manner, and shall receive the
13 same level of protection under this Protective Order, as any Party to this
14 lawsuit. A non-party’s use of this Protective Order to protect its Confidential
15 Material, Attorneys’ Eyes Only Material, or Restricted Confidential – Source
16 Code Material does not entitle that non-party access to Confidential Material,
17 Attorneys’ Eyes Only Material, or Restricted Confidential – Source Code
18 Material produced by any Party in this case. Any non-party who is subpoenaed
19 or whose documents, things, or other items are otherwise requested in
20 connection with this action must be provided a copy of this Protective Order and
21 be made aware of their right to produce documents pursuant thereto.

22 17. **MATERIAL SUBPOENAED IN OTHER LITIGATION.** If a
23 Receiving Party is served with a subpoena or a court order that would compel
24 disclosure of any information, documents or things designated in this action as
25 “CONFIDENTIAL,” “ATTORNEYS’ EYES ONLY,” or “RESTRICTED
26 CONFIDENTIAL – SOURCE CODE,” the Receiving Party must so notify the
27 Producing Party, in writing (by fax and email) promptly, and in no event more
28 than five (5) calendar days after receiving the subpoena or order. Such

1 notification must include a copy of the subpoena or order. The Receiving Party
2 also must immediately inform, in writing, the party who caused the subpoena or
3 order to issue that some or all of the material covered by the subpoena or order is
4 subject to this Protective Order. In addition, the Receiving Party must deliver a
5 copy of this Protective Order promptly to the party in the other action that caused
6 the subpoena or order to issue. The Receiving Party must also cooperate with
7 respect to all reasonable procedures sought to be pursued by the Producing Party
8 whose Designated Material may be affected. If the Producing Party timely seeks
9 a protective order, the party served with a subpoena or court order shall not
10 produce any information designated in this Action as “CONFIDENTIAL,”
11 “ATTORNEYS’ EYES ONLY,” or “RESTRICTED CONFIDENTIAL –
12 SOURCE CODE,” before a determination by the court from which the subpoena
13 or order issued, unless the party has obtained the Producing Party’s permission.
14 The Producing Party shall bear the burdens and the expenses of seeking
15 protection in that court of its Designated Material. Nothing in these provisions
16 should be construed as authorizing or encouraging a Receiving Party in this
17 action to disobey a lawful directive from another court.

18 18. **WAIVER OF NOTICE PROVISIONS.** Any of the notice
19 requirements herein may be waived, in whole or in part, but only by a writing
20 from the Counsel of Record for the Party against whom such waiver will be
21 effective.

22 19. **MODIFICATION AND OBJECTIONS.** This Order is entered
23 without prejudice to the right of any Party to apply to the Court at any time for
24 modification of this Order, when convenience or necessity requires. Nothing in
25 this Order abridges the right of any person to seek to assert other objections. No
26 Party waives any right it otherwise would have to object to disclosing or
27 producing any information, documents, or things on any ground not addressed in
28 this Protective Order. Similarly, no Party waives any right to object on any

1 ground to the use in evidence of any of the material covered by this Protective
2 Order. The Court shall take appropriate measures to protect Designated Material
3 at trial and any hearing in this case.

4 20. **JURISDICTION.** The United States District Court for the Central
5 District of California, Western Division, is responsible for the interpretation and
6 enforcement of this Protective Order. All disputes concerning Designated
7 Material produced under the protection of this Protective Order shall be resolved
8 by the United States District Court for the Central District of California, Western
9 Division. Every individual who has signed the “Acknowledgement and
10 Agreement To Be Bound By Confidentiality Order” attached as Exhibit A, or
11 who received any Designated Material, agrees to subject himself or herself to the
12 jurisdiction of this Court for the purpose of any proceedings related to
13 performance under, compliance with, or violation of this Order.

14 21. **FINAL DISPOSITION.** Unless otherwise ordered or agreed in
15 writing by the Producing Party, within sixty (60) calendar days after the final
16 termination of this Action as to the Producing Party, all Parties, persons, and
17 entities (including experts and consultants) who received Designated Material
18 shall make a good faith effort to destroy or return to Counsel of Record for the
19 Producing Party all Designated Material and any and all copies of such
20 Designated Material. In the case of material designated “RESTRICTED
21 CONFIDENTIAL – SOURCE CODE,” the Receiving Party must return (not
22 destroy) the material. The Receiving Party must submit a written confirmation of
23 the return or destruction to the Producing Party (and, if not the same person or
24 entity, to the Designating Party) by the 60-day deadline. Notwithstanding this
25 provision, Counsel of Record may retain an archival copy of all pleadings,
26 motion papers, deposition transcripts (including exhibits), transcripts of other
27 proceedings (including exhibits), expert reports (including exhibits), discovery
28 requests and responses (including exhibits), exhibits offered or introduced into

1 evidence at trial, legal memoranda, correspondence, attorney work product, and
2 legal files, even if such materials contain Designated Material. Any such
3 archival copies that contain or constitute Designated Material remain subject to
4 this Protective Order as set forth in Section 20, below.

5 22. **DURATION**. Even after the termination of this Action, the
6 confidentiality obligations imposed by this Order shall remain in effect until a
7 Designating Party agrees otherwise in writing or a court order otherwise directs.

8
9 DATED: May 21, 2014

/S/ FREDERICK F. MUMM
The Honorable Frederick F. Mumm
United States District Magistrate Judge

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA
3 WESTERN DIVISION
4

5 McRO, Inc., d.b.a. Planet Blue,
6 Plaintiff,

7 v.

8 Codemasters USA Group, Inc. and
9 The Codemasters Software Company
10 Limited,

11 Defendants.

CASE No. 2:14-cv-00389-GW (FFMx)

Honorable George H. Wu

**EXHIBIT A:
ACKNOWLEDGEMENT AND
AGREEMENT TO BE BOUND BY
PROTECTIVE ORDER**

12 McRO, Inc., d.b.a. Planet Blue,
13 Plaintiff,

14 v.

15 Codemasters, Inc. and The
16 Codemasters Software Company
17 Limited,

18 Defendants.

CASE No. 2:14-cv-00439-GW (FFMx)

Honorable George H. Wu

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20
21 I, _____ [print or type
22 full name], of _____ hereby affirm that:

23 Information, including documents and things designated as “Confidential,”
24 “Attorneys’ Eyes Only,” or “Restricted Confidential—Source Code,” as defined in
25 the Protective Order entered in this Litigation, will be provided to me pursuant to
26 the terms and restrictions of the Protective Order.
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I have been given a copy of and have read the Protective Order.

I am familiar with the terms of the Protective Order and I agree to comply with and to be bound by its terms. I submit to the jurisdiction of this Court for enforcement of the Protective Order.

I agree not to use any Confidential, Attorneys' Eyes Only, or Restricted Confidential – Source Code information disclosed to me pursuant to the Protective Order except for purposes of this Litigation and not to disclose any of this information to persons, other than those specifically authorized by the Protective Order, without the express written consent of the Party who designated the information as confidential or by order of the Court.

DATED: _____

CITY, STATE WHERE SWORN AND SIGNED: _____

PRINTED NAME: _____

SIGNATURE: _____

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA
3 WESTERN DIVISION
4

5 McRO, Inc., d.b.a. Planet Blue,
6 Plaintiff,

7 v.

8 Codemasters USA Group, Inc. and
9 The Codemasters Software Company
10 Limited,

11 Defendants.

CASE No. 2:14-cv-00389-GW (FFMx)

Honorable George H. Wu

**EXHIBIT B: CERTIFICATION OF
CONSULTANT**

12 McRO, Inc., d.b.a. Planet Blue,
13 Plaintiff,

14 v.

15 Codemasters, Inc. and The
16 Codemasters Software Company
17 Limited,

18 Defendant.

CASE No. 2:14-cv-00439-GW (FFMx)

Honorable George H. Wu

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21
22 I, _____ [print or type
23 full name], of _____ hereby affirm that:

24 Information, including documents and things designated as “Confidential,”
25 “Attorneys’ Eyes Only,” or “Restricted Confidential – Source Code,” as defined in
26 the Protective Order entered in this Litigation, is being provided to me pursuant to
27 the terms and restrictions of the Protective Order. I have been given a copy of and
28 have read the Protective Order.

1 I am familiar with the terms of the Protective Order and I agree to comply
2 with and to be bound by its terms. I submit to the jurisdiction of this Court for
3 enforcement of the Protective Order.

4 I agree not to use any Confidential, Attorneys' Eyes Only, or Restricted
5 Confidential – Source Code information disclosed to me pursuant to the Protective
6 Order, except for purposes of this Litigation, and not to disclose any of this
7 information to persons, other than those specifically authorized by the Protective
8 Order, without the express written consent of the Party who designated the
9 information as confidential or by order of the Court. I also agree to notify any
10 stenographic, clerical or technical personnel who are required to assist me of the
11 terms of this Protective Order and of its binding effect on them and me.

12 Pursuant to Section 6 of the attached Protective Order, I have provided (a)
13 my name and business title; (b) my business address; (c) my business or
14 profession; (d) my CV; (e) any previous or current relationship (personal or
15 professional) with any of the parties or their affiliates; (f) a list of other cases in
16 which I have testified (at trial or by deposition) within the last four years; (g) a list
17 of all companies with which I have consulted or by which I have been employed
18 within the last four years; and (h) a signed copy of the “Acknowledgement and
19 Agreement To Be Bound By Protective Order” attached as Exhibit A.

20 I understand that I am to retain all documents or materials designated as or
21 containing Confidential, Attorneys' Eyes Only, or Restricted Confidential – Source
22 Code information in a secure manner, and that all such documents and materials
23 are to remain in my personal custody until the completion of my assigned duties in
24 this matter, whereupon all such documents and materials, including all copies
25 thereof, and any writings prepared by me containing any Confidential, Attorneys'
26 Eyes Only, or Restricted Confidential– Source Code information are to be returned
27 to counsel who provided me with such documents and materials.

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DATED: _____

CITY, STATE WHERE SWORN AND SIGNED: _____

PRINTED NAME: _____

SIGNATURE:
