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16 MANAGEMENT CORP., KMART CORPORATION,
17 AMERICAN INTERNATIONAL INDUSTRIES, INC.,
and NORTHEASTERN PLASTICS, INC.

18 **UNITED STATES DISTRICT COURT**
19 **CENTRAL DISTRICT OF CALIFORNIA**

21 AARON & ANDREW, INC., and
22 AARON DESIGN, INC.,

23 Plaintiffs,

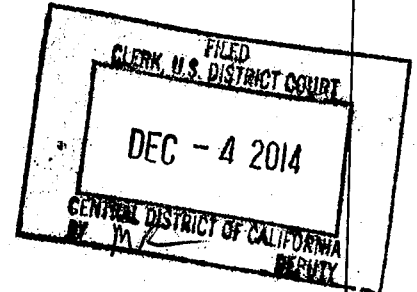
24 v.

25 SEARS HOLDINGS
MANAGEMENT CORP., et al.,

26 Defendants.
27
28

Case No. CV 14-1196-SS

**JOINT STIPULATION FOR
PROTECTIVE ORDER AND
~~PROPOSED~~ ORDER THEREON**



1 The parties, by and through the undersigned counsel, hereby **STIPULATE**
2 to the following:

3 **1. PURPOSE AND LIMITS OF THIS ORDER**

4 1.1 Discovery in this action is likely to involve the production of
5 confidential, proprietary, or private information requiring special protection from
6 public disclosure and from use for any purpose other than this litigation. Further,
7 the disclosure and use for any purpose other than this litigation is likely to have the
8 effect of harming the competitive position of the Designating Party (as defined
9 below) or violation of a confidentiality obligation owed a third party. Therefore,
10 good cause exists for the entry of a protective order. Accordingly, the Parties
11 hereby stipulate to, and request that the Court enter, this Stipulated Protective
12 Order ("Order") pursuant to Federal Rule of Civil Procedure 26(c) and the local
13 rules of this Court.

14 1.2 Protected Material designated under the terms of this Order shall be
15 used by a Receiving Party (as defined below) solely for this litigation, and shall not
16 be used directly or indirectly for any other purpose whatsoever. Disclosure of
17 Protected Material is prohibited except as expressly provided in this Order.

18 1.3 The Parties acknowledge that this Order does not confer blanket
19 protections on all disclosures or responses to discovery, and the protection it gives
20 from public disclosure and use extends only to the specific material entitled to
21 confidential treatment under the applicable legal principles. This Order does not
22 automatically authorize the filing under seal of material designated under this
23 Order. Instead, the parties must comply with L.R. 79-5.1 if they seek to file
24 anything under seal.

25 **2. DEFINITIONS**

26 2.1 Confidential Information or Items: includes information (regardless
27 of how generated, stored, or maintained) or tangible things that include trade

1 secrets, or other proprietary research, development, commercial, non-public,
2 technical, business, financial, sensitive or private information that a Producing
3 Party believes in good faith can be disclosed to individuals of a Receiving Party (as
4 described in paragraph 7.5 below) solely for the purposes of this litigation, but
5 which must be protected from additional disclosure or dissemination.

6 2.2 Copyrights-in-Suit: includes U.S. Copyright Nos. VA 1-325-162 and
7 VA 1-325-163.

8 2.3 Counsel (without qualifier): outside counsel of record (as well as their
9 support staff).

10 2.4 Designated In-House Counsel: In-House Counsel employed by a Party
11 that are: (a) not involved in competitive decision-making; and (2) to whom
12 disclosure is reasonably necessary for this litigation; and (3) who have signed the
13 Acknowledgment and Agreement To Be Bound” (Exhibit A).

14 2.5 Designating Party: includes a Party or non-party that designates
15 information or items that it produces in disclosures or in responses to discovery or
16 subpoena as “Confidential” or “High Confidential-Attorneys Eyes Only”.

17 2.6 Disclosure or Discovery Material: includes all items or information,
18 including items or information from a non-party, regardless of the medium or
19 manner in which the item or information is generated, stored, maintained
20 (including, but not limited to, deposition testimony, deposition transcripts, and
21 tangible things such as night lights) that are produced or generated in this matter as
22 a part of discovery response or is otherwise disclosed as a part of a motion, hearing
23 or mandatory disclosure.

24 2.7 Expert: includes a person with specialized knowledge or experience in
25 a matter pertinent to the litigation who has been retained by a Party or its counsel
26 to serve as an expert witness or as a consultant in this action and who has been
27 approved to receive Protected Material in accordance with paragraph 7.7 herein.

1 2.8 Highly Confidential-Attorneys Eyes Only Information or Items:
2 includes extremely sensitive “Confidential Information” or “Confidential Items”
3 (as defined herein) that a Producing Party believes in good faith: (a) creates a
4 substantial risk of harm to a Producing Party if disclosed to a Receiving Party ; (b)
5 is required to be kept confidential to protect the privacy interests of an individual;
6 or (c) is subject to an express obligation of confidentiality owed by the Producing
7 Party to a third party.

8 2.9 Party: includes any party named as a plaintiff or defendant in this
9 action, including all of its officers, directors and employees.

10 3.0 Patents-in-Suit: includes U.S. Patent No. 7,832,917 (“the ’917
11 Patent”), U.S. Patent No. 7,871,192 (“the ’192 Patent”), U.S. Patent No. 8,083,377
12 (“the ’377 Patent”) and U.S. Patent No. 8,128,274 (“the ’274 Patent”).

13 3.10 Producing Party: includes a Party or non-party that produces
14 Disclosure or Discovery Material in this action.

15 3.11 Professional Vendors: includes persons or entities that provide
16 litigation support services (photocopying, organization, storage or retrieval of
17 information in any form or medium, videotaping, translating, exhibit preparation)
18 and their employees and subcontractors. This definition includes a professional
19 jury or trial consultant retained in connection with this litigation.

20 3.12 Protected Material: includes any Disclosure or Discovery Material
21 that is designated as “Confidential” or “High Confidential-Attorneys Eyes Only”.

22 3.13 Receiving Party: includes a Party that receives Disclosure or
23 Discovery Material from a Producing Party.

24 **3. SCOPE**

25 The protections conferred by this Order cover not only Protected Material,
26 but also any information copied or extracted from such Protected Material, as well
27 as all copies, excerpts, summaries, or compilations thereof, plus testimony,

1 conversations, or presentations by Parties or counsel to, or in Court or in other
2 settings that might reasonably be expected to reveal Protected Material. Nothing in
3 this section shall be construed to prejudice either Party's right to use any Protected
4 Material in court, or in any filing in this Court with the consent of the Producing
5 Party or by order of the Court.

6 **4. DURATION**

7 Even after the final disposition of this litigation, the confidentiality
8 obligations imposed by this Order shall remain in effect until a Designating Party
9 agrees otherwise in writing or a court order otherwise directs. Final disposition
10 shall be deemed to be the later of 1) dismissal of all claims and defenses in this
11 action, with or without prejudice; and 2) final judgment herein after the completion
12 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
13 including the time limits for filing any motions or applications for extension of
14 time pursuant to applicable law.

15 **5. DESIGNATION OF PROTECTED MATERIAL**

16 **5.1 *Manner and Timing of Designations.***

17 Except as otherwise provided in this Order, or as otherwise stipulated or
18 ordered, material that qualifies for protection under this Order must be clearly
19 designated before the material is disclosed or produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (other than transcripts of
22 depositions or other pretrial proceedings): the Producing Party shall affix the
23 legend "CONFIDENTIAL," or "HIGHLY CONFIDENTIAL -- ATTORNEY
24 EYES ONLY" to each page that contains Protected Material. If only a portion or
25 portions of the material on a page qualifies for protection, the Producing Party
26 must clearly identify the protected portions by, for example, making appropriate

1 markings in the margins, and must specify, for each portion, the level of protection
2 being asserted.

3 A Party or non-party that makes original documents or materials available
4 for inspection need not designate them for production until after the inspecting
5 Party has indicated which material it would like copied and produced. During the
6 inspection, and before the designation, all of the material made available for
7 inspection shall be deemed "HIGHLY CONFIDENTIAL-ATTORNEYS EYES
8 ONLY". After the inspecting Party has identified the documents it wants copied
9 and produced, the Producing Party must determine which documents, or portions
10 thereof, qualify for protection under this Order. Thereafter, the Producing Party
11 shall affix the appropriate legend "CONFIDENTIAL," or "HIGHLY
12 CONFIDENTIAL – ATTORNEY EYES ONLY" to each page that contains
13 Protected Material. If only a portion or portions of the material on a page qualifies
14 for protection, the Producing Party must clearly identify the protected portions by,
15 for example, making appropriate markings in the margins, and must specify, for
16 each portion, the level of protection being asserted.

17 The use of a document as an exhibit at a deposition shall not in any way
18 affect its designation.

19 *(b) for testimony given in deposition or other pretrial or trial proceeding:*
20 the Producing Party or non-party offering or sponsoring the testimony shall state
21 on the record, before the close of the deposition, hearing, or other proceeding, that
22 the transcript or portions thereof shall be designated "CONFIDENTIAL," or
23 "HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY". If at the close of a
24 deposition, hearing or other proceeding a proper designation cannot be made then
25 a Designating Party shall make such designations within 21 days from the
26 deposition, hearing or proceeding. During the 21 day period the testimony shall be
27 treated as "HIGHLY CONFIDENTIAL-ATTORNEYS EYES ONLY". If no

1 designation is made within the 21 day period then the testimony shall not be
2 considered Protected Material.

3 Transcripts containing designated material shall have a legend on the title
4 page noting the presence of designated material, and the title page shall be
5 followed by a list of all pages (including line numbers as appropriate) that have
6 been designated, and the level of protection being asserted. The Designating Party
7 shall inform the court reporter of these requirements.

8 (c) *for tangible items*: the Producing Party shall affix the legend
9 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEY EYES
10 ONLY” to a prominent place on the exterior of the container or package in which
11 the tangible item is stored.

12 5.2 *Inadvertent Failures to Designate*. An inadvertent failure to designate
13 qualified information as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
14 ATTORNEY EYES ONLY” does not, standing alone, waive the Designating
15 Party's right to secure protection under this Order for such material. Upon
16 discovering the inadvertent failure, the Designating Party must promptly notify the
17 Receiving Party or non-Designating Party in writing of the inadvertent failure to
18 designate, provide a designation category, and take steps to provide designated
19 materials to the Receiving Party or non-Designating Party. Upon receipt of such
20 written notice the Receiving Party or non-Designating Party must promptly take all
21 reasonable steps and make all reasonable efforts to assure that the material is
22 treated as indicated in the written notice, including retrieving any copies that have
23 been distributed to, or have otherwise been obtained by, unauthorized individuals.
24 Upon receipt of designated material from the Designating Party, the Receiving
25 Party or non-Designating Party shall promptly destroy and/or delete any copies of
26 the original material.

1 5.3 *Materials That Are Mistakenly Designated.* If it comes to a
2 Designating Party's attention that information or items that it has designated for
3 protection do not qualify for protection at all, or do not qualify for the level of
4 protection asserted, then the Designating Party must promptly notify all other
5 Parties, and to the extent necessary non-Parties, that is withdrawing or correcting
6 the mistaken designation.

7 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8 6.1 At any time of this litigation a Party may challenge the designation of
9 material in accordance with Federal Rule of Civil Procedure 37 and Local Rules
10 37-1 through 37-4.

11 Until the Court rules on the challenge all parties shall continue to treat the
12 material subject to the challenge in accordance with the level of protection
13 associated with the designation level assigned to the material by the Designating
14 Party.

15 **7. ACCESS TO USE OF DESIGNATED MATERIAL**

16 7.1 *Basic Principles:* All Protected Material shall be used solely for this
17 litigation and the preparation and trial in this case, or any related appellate
18 proceeding, and not any business or competitive purpose or function. Protected
19 Material shall not be distributed, disclosed, or made available to anyone except as
20 expressly provided in this Order.

21 7.2 *Secure Storage:* Protected Material must be stored and maintained by
22 a Receiving Party at a location and in a secure manner that ensures that access is
23 limited to the persons authorized under this Order.

24 7.3. *Legal Advice Based on Protected Material:* Nothing in this Order
25 shall be construed to prevent a Party's counsel from advising their client with
26 respect to this litigation based in whole or in part upon Protected Materials,
27

1 provided such counsel does not disclose the Protected Material itself except as
2 provided in this Order.

3 7.4 *Limitations*: Nothing in this Order shall restrict a Producing Party's
4 use or disclosure of its own Confidential or Highly Confidential Information, nor
5 the use or disclosure of information by a Receiving Party: (a) that is or has become
6 publicly known through no fault of the Receiving Party; (b) that is lawfully
7 acquired by or known to the Receiving Party independent of the Producing Party;
8 (c) with the consent of the Producing Party; or (d) pursuant to Order of the Court.

9 7.5 *Disclosure of "CONFIDENTIAL" Information or Items*. Unless
10 otherwise ordered by the Court or permitted in writing by the Designating Party, a
11 Receiving Party may disclose any information or item designated
12 "CONFIDENTIAL" only to:

13 (a) the Receiving Party's outside counsel of Record in this action,
14 including such counsel's support staff (paralegals, secretaries);

15 (b) Designated In-House Counsel;

16 (c) experts or consultants of the Receiving Party to whom disclosure
17 is reasonably necessary for this litigation who have been approved in accordance
18 with paragraph 7.7 below, and their administrative support staff if any;

19 (d) the Court and its personnel;

20 (e) court reporters, their staffs, and Professional Vendors such as
21 graphics services, jury consultants and electronic document management services
22 to whom disclosure is reasonably necessary for this litigation and who have signed
23 the "Acknowledgment And Agreement To be Bound" (Exhibit A) by this Order.

24 Jury research participants hired by jury consultants maybe told or shown Protected
25 Materials or information provided: (1) they are not affiliated with any Party or its
26 direct competitors; (2) are not themselves given custody of any copies, summaries,
27 or excerpts of Protected Material or permitted to remove any notes taken during the

1 exercise from the research facility; and (3) agree in writing to be bound by a
2 confidentiality agreement.

3 (f) only during their deposition or trial, (1) a current or former officer
4 or director, or employee of the Producing Party or original source of the
5 information, (2) any person selected by a Producing Party to provide testimony
6 pursuant to Federal Rule of Civil Procedure 30(b)(6), and (3) as to documents
7 produced by a named inventor or previous owner of the Patents or Copyrights-in-
8 Suit only, a current or former officer, director, employee, or 30(b)(6) designee of
9 the Plaintiffs. Persons authorized to view Protected Material under this paragraph
10 (e) shall not retain any Protected Material.

11 (g) a person who appears on the face of the document to be an author,
12 addressee, or recipient of the document or the original source of the information.
13 Persons authorized to view Protected Material under this paragraph (g) shall not
14 retain any Protected Material.

15 (h) for Plaintiffs and Defendants, one additional officer or employee
16 of the Receiving Party to whom disclosure is reasonably necessary for this
17 litigation, and who has signed the "Acknowledgment And Agreement To Be
18 Bound" (Exhibit A) by this Order,

19 (i) In the event that the additional officer or employee named under
20 section (h) immediately above is no longer employed by a Receiving Party or is
21 otherwise unavailable, a Receiving Party may, with notice to all Parties, identify
22 another individual to receive Confidential Information and Items under paragraph
23 (h) provided that such individual complies with the requirements of paragraph (h)
24 and this Order. Within ten (10) business days of receipt of notice identifying an
25 individual under paragraph (h), either initially or subsequently, the Party receiving
26 notice may object in writing to the individual for good cause. Any such objection
27 must be made in accordance with the procedures set forth in Federal Rule of Civil

1 Procedure 37 and Local Rules 37-1 through 37-4. If relief is sought, Protected
2 Material shall not be disclosed to the individual in question until the objection is
3 resolved by the Court. In the absence of an objection at the end of the ten day
4 period, the individual shall be deemed approved under this Order.

5 7.6 Disclosure of "HIGHLY CONFIDENTIAL-ATTORNEYS EYES
6 ONLY" Information or Items. Unless otherwise indicated below in section 7.6.1
7 or ordered by the Court or permitted in writing by the Designating Party, a
8 Receiving Party may disclose any information or item designated "HIGHLY
9 CONFIDENTIAL-ATTORNEYS EYES ONLY" only to:

10 (a) the Receiving Party's outside counsel of Record in this action,
11 including such counsel's support staff (paralegals, secretaries);

12 (b) experts or consultants of the Receiving Party to whom disclosure
13 is reasonably necessary for this litigation who have been approved in accordance
14 with paragraph 7.7 below, and their administrative support staff if any;

15 (c) the Court and its personnel;

16 (d) court reporters, their staffs, and Professional Vendors such as
17 graphics services, jury consultants and electronic document management services
18 to whom disclosure is reasonably necessary for this litigation and who have signed
19 the "Acknowledgment And Agreement To be Bound" (Exhibit A) by this Order.

20 Jury research participants hired by jury consultants maybe told or shown Protected
21 Materials or information provided: (1) they are not affiliated with any Party or its
22 direct competitors; (2) are not themselves given custody of any copies, summaries,
23 or excerpts of Protected Material or permitted to remove any notes taken during the
24 exercise from the research facility; and (3) agree in writing to be bound by a
25 confidentiality agreement.

26 (e) only during their deposition or trial, (1) a current or former officer
27 or director, or employee of the Producing Party or original source of the

1 information, (2) any person selected by a Producing Party to provide testimony
2 pursuant to Federal Rule of Civil Procedure 30(b)(6), and (3) as to documents
3 produced by a named inventor or previous owner of the Patents or Copyrights-in-
4 Suit only, a current or former officer, director, employee, or 30(b)(6) designee of
5 the Plaintiffs. Persons authorized to view Protected Material under this paragraph
6 (e) shall not retain any Protected Material.

7 (f) a person who appears on the face of the document to be an author,
8 addressee, or recipient of the document or the original source of the information.
9 Persons authorized to view Protected Material under this paragraph (g) shall not
10 retain any Protected Material.

11 (g) Outside counsel for any Receiving party may request that any
12 Protected Material designated "HIGHLY CONFIDENTIAL-ATTORNEYS EYES
13 ONLY" be shown to individuals not otherwise approved to receive such
14 information under this Order by specifying the Bates range of the documents
15 sought to be shown and identifying the basis for such disclosure. The Receiving
16 Party and Designating Party shall enter in good faith discussions concerning a
17 request under this paragraph (g), including the possibility of providing a redacted
18 version of any document sought to be shown. If the Parties are unable to reach
19 agreement, the Receiving Party may move the Court for approval to make the
20 requested disclosure.

21 *7.6.1 Additional Disclosure Limitations For Certain "HIGHLY*
22 *CONFIDENTIAL ATTORNEYS' EYES ONLY" Information.* Information
23 designated as "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY --
24 SUBJECT TO P. 7.6.1" that is identified by the Producing Party as being related to
25 new, inventive projection night light technology under development that is not yet
26 the subject of a filed patent application or not yet disclosed to the public may be
27 disclosed to those individuals indicated in sections 7.6 (a) through 7.6(g) **except:**

1 Benjamin E. Urcia, Esq. and any other attorney or staff of the law firm of Bacon
2 and Thomas PLLC, who has been involved in the preparation and prosecution of
3 patent applications of projection night lights for Plaintiffs shall not be given access
4 to such Information. For purpose of this paragraph, "prosecution" includes directly
5 or indirectly drafting, amending, advising, or otherwise prosecuting the patent
6 applications. To avoid any doubt, "prosecution" as used in this paragraph does not
7 include representing a client, including a Party, challenging or defending a patent
8 or application before a domestic or foreign agency including, but not limited to, a
9 reissue protest, ex parte reexamination, inter parties reexamination, inter parties
10 review, post grant review, interference or similar agency matters.

11 *7.7 Experts and Consultants.*

12 (a) prior to disclosing any Protected Material to any outside expert or
13 consultant, the Party seeking to disclose such information shall provide the
14 Producing Party or Parties with written notice that includes: (i) the name of the
15 expert or consultant; (ii) the present employer and title of the expert or consultant;
16 (iii) an up-to-date resume of the expert or consultant; (iv) a listing of all legal cases
17 in which the person has served as testifying expert or over the last five years,
18 including an identification of the entity for which the expert provided services; (v)
19 a listing of all consulting projects undertaken by the consultant within the last five
20 years; and (vi) an executed copy of the "Acknowledgment And Agreement To Be
21 Bound" (Exhibit A) by this Order.

22 (b) Within fourteen (14) business days of receipt of the information in
23 paragraph (a) immediately above, the Party receiving such notice may object in
24 writing to the proposed expert or consultant for good cause. Any such objection
25 must be made in accordance with the procedures set forth in Federal Rule of Civil
26 Procedure 37 and Local Rules 37-1 through 37-4. If relief is sought, Protected
27 Material shall not be disclosed to the expert or consultant in question until the

1 objection is resolved by the Court. In the absence of an objection at the end of the
2 14 day period, the expert or consultant shall be deemed approved under this Order.

3 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
4 **PRODUCED IN OTHER LITIGATION**

5 If any Party or person that has obtained any Protected Material under the
6 terms of this Order receives a subpoena or other legal process commanding the
7 production of any such documents or information, such person shall promptly
8 notify the Designating Party of the service of the subpoena, where such notification
9 shall include a copy of the subpoena or court order. The person receiving the
10 subpoena shall not produce any confidential information in response to the
11 subpoena without either written consent of the Designating Party or an order of a
12 court of competent jurisdiction. However, the Designating Party shall have the
13 burden of seeking a court order relieving the subpoenaed party of the obligation of
14 the subpoena.

15 **9. UNAUTHORIZED DISCLOSURE OF DESIGNATED MATERIAL**

16 If a receiving party learns that, by inadvertence or otherwise, it has disclosed
17 Protected Material to any person or in any circumstance not authorized under this
18 Order, the Receiving Party must immediately: (a) notify in writing the Designating
19 Party of the unauthorized disclosures; (b) use its best efforts to retrieve all copies
20 of the Protected Material; (3) inform the person or persons to whom unauthorized
21 disclosures were made of all the terms of this Order, and (4) request that such
22 person or persons execute the "Acknowledgment And Agreement to Be Bound"
23 (Exhibit A).

24 An unauthorized or inadvertent disclosure does not change the status of
25 Protected Material or waive a right to hold the disclosed document or information
26 as protected under this Order.

1 **10. INADVERTENT PRODUCTION OF PRIVILEGED OR**
2 **OTHERWISE PROTECTED MATERIAL**

3 A Receiving Party has an affirmative obligation to notify the Producing
4 Party if, and when, the Receiving Party discovers a document produced by the
5 Producing Party that the Receiving Party reasonably believes may contain
6 information subject to the attorney-client privilege, the joint defense privilege,
7 and/or the work product privilege.

8 If a Producing Party inadvertently produces a document that it later
9 discovers or in good faith asserts to be a privileged document, or a document
10 protected from disclosure by the work-product doctrine, the production of that
11 document shall not be deemed to constitute a waiver of, nor prejudice, any
12 privilege or immunity with respect to such information or document(s) or of any
13 work product doctrine or other immunity that may attach thereto, including without
14 limitation the attorney-client privilege, the joint defense privilege, and the work
15 product doctrine. Provided, if discovered by the Producing Party, the Producing
16 Party must notify the Receiving Party in writing promptly after discovery of such
17 inadvertent production. All copies of such document(s) shall be returned to the
18 Producing Party or destroyed within 5 days after such notice.

19 In the event documents are returned to the Producing Party, the Producing
20 Party shall maintain the referenced documents until the parties resolve any dispute
21 concerning the privileged nature of such documents or the Court rules on any
22 motion to compel such documents. If a dispute arises concerning the privileged
23 nature of the document(s) demanded or returned, the Parties shall meet and confer
24 in good faith in an effort to resolve the dispute. If the Parties are unable to resolve
25 the dispute, the Receiving Party may file a motion to compel the production of
26 such document(s) in accordance with the procedures set forth in Rule 26 and 37 of
27 the Federal Rules of Civil Procedure and Local Rules 37-1 through 37-4. However,

1 in no case will the return of any demanded document be delayed or refused by
2 reason of a Party's objection to the demand or by the filing of a motion to compel,
3 nor may a Party assert the fact of the inadvertent production a ground for any such
4 motion. The Parties further agree that the Receiving Party will not use or refer to
5 any information contained within the document(s) at issue, including during a
6 deposition, at a hearing or at trial or in any Court filing, unless and until such a
7 motion to compel that document is granted by the Court, except as such
8 information may appear in any applicable privilege log.

9 **11. FILING PROTECTED MATERIAL AND FILING MATERIAL**
10 **UNDER SEAL**

11 Without written permission From the Designating Party or a court Order
12 secured after appropriate notice to all interested persons, a Party may not file in
13 the public record in this action any Protected Material.

14 A party seeking to file under seal any designated material must comply with
15 Local Rule 79-5.1.

16 **12. FINAL DISPOSITION**

17 Unless otherwise ordered or agreed in writing by the Producing Party, within
18 sixty days after the final termination of this action, each Receiving Party must, at
19 the option of the Producing Party, destroy or return to the Producing Party all
20 Protected Material. As used in this section, "all Protected Material" includes all
21 copies, abstracts, compilations, summaries, or any other form of reproducing or
22 capturing any of the Protected Material. The Receiving Party must submit a
23 written certification to the Producing Party (and, if different, the Designating Party)
24 by the sixty day deadline confirming that all Protected Material was destroyed or
25 handled as otherwise agreed and that the Receiving Party has not retained any
26 copies, abstracts, compilations, summaries, or other forms of reproducing or
27 capturing any of the Protected Material. Notwithstanding this provision, Outside

