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8 **UNITED STATES DISTRICT COURT**
 9 **CENTRAL DISTRICT OF CALIFORNIA**

11 STEFAN BUCHER, an individual,
 12 Plaintiff,

13 vs.

14 GOOD TECHNOLOGY, INC., a
 Delaware Corporation; BASEJUMP
 15 STUDIOS, LLC, a California Limited
 Liability Company; SCOTT SMITH, an
 16 individual; and DOES 1 through 10,
 inclusive,
 17 Defendants.

) Case No. 2:14-cv-03958-JFW-SH
 Hon. John F. Walter

) STIPULATED PROTECTIVE
 ORDER

) DISCOVERY MATTER –
 Magistrate Judge Stephen J. Hillman

) Compl. Filed: May 22, 2014
 1st Am. Compl.: July 16, 2014
 Trial Date: March 31, 2015

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20 1. PURPOSES AND LIMITATIONS

21 Disclosure and discovery activity in this action are likely to involve
 22 production of confidential, proprietary, or private information for which special
 23 protection from public disclosure and from use for any purpose other than
 24 prosecuting this litigation may be warranted. Accordingly, the parties hereby
 25 stipulate to and petition the court to enter the following Stipulated Protective Order.
 26 The parties acknowledge that this Order does not confer blanket protections on all
 27 disclosures or responses to discovery and that the protection it affords from public
 28 disclosure and use extends only to the limited information or items that are entitled

1 to confidential treatment under the applicable legal principles. The parties further
2 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
3 Order does not entitle them to file confidential information under seal; Local Rule
4 79-5.1 sets forth the procedures that must be followed and the standards that will be
5 applied when a party seeks permission from the court to file material under seal.

6 2. DEFINITIONS

7 2.1 Challenging Party: a Party or Non-Party that challenges the
8 designation of information or items under this Order.

9 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
10 how it is generated, stored or maintained) or tangible things that: (1) qualify for
11 protection under Federal Rule of Civil Procedure 26(c); (2) are not generally known
12 to the public; (3) contain confidential, proprietary, and/or sensitive information
13 regarding financial, business, trade secret, or personal matters; and (4) the
14 Designating Party in good faith believes will, if disclosed, have the effect of
15 causing harm to its competitive position.

16 2.3 Counsel (without qualifier): Outside Counsel of Record and House
17 Counsel (as well as their support staff).

18 2.4 Designating Party: a Party or Non-Party that designates information
19 or items that it produces in disclosures or in responses to discovery as
20 “CONFIDENTIAL.”

21 2.5 Disclosure or Discovery Material: all items or information, regardless
22 of the medium or manner in which it is generated, stored, or maintained (including,
23 among other things, testimony, transcripts, and tangible things), that are produced
24 or generated in disclosures or responses to discovery in this matter.

25 2.6 Expert: a person with specialized knowledge or experience in a matter
26 pertinent to the litigation who has been retained by a Party or its counsel to serve as
27 an expert witness or as a consultant in this action.
28

1 2.7 House Counsel: attorneys who are employees of a party to this action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 2.8 Non-Party: any natural person, partnership, corporation, association,
5 or other legal entity not named as a Party to this action.

6 2.9 Outside Counsel of Record: attorneys who are not employees of a
7 party to this action but are retained to represent or advise a party to this action and
8 have appeared in this action on behalf of that party or are affiliated with a law firm
9 which has appeared on behalf of that party.

10 2.10 Party: any party to this action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this action.

15 2.12 Professional Vendors: persons or entities that provide litigation
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 2.13 Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL.”

21 2.14 Receiving Party: a Party that receives Disclosure or Discovery
22 Material from a Producing Party.

23 **3. SCOPE**

24 The protections conferred by this Stipulation and Order cover not only
25 Protected Material (as defined above), but also (1) any information copied or
26 extracted from Protected Material; (2) all copies, excerpts, summaries, or
27 compilations of Protected Material; and (3) any testimony, conversations, or
28 presentations by Parties or their Counsel that might reveal Protected Material.

1 However, the protections conferred by this Stipulation and Order do not cover the
2 following information: (a) any information that is in the public domain at the time
3 of disclosure to a Receiving Party or becomes part of the public domain after its
4 disclosure to a Receiving Party as a result of publication not involving a violation
5 of this Order, including becoming part of the public record through trial or
6 otherwise; and (b) any information known to the Receiving Party prior to the
7 disclosure or obtained by the Receiving Party after the disclosure from a source
8 who obtained the information lawfully and under no obligation of confidentiality to
9 the Designating Party. Any use of Protected Material at trial shall be governed by a
10 separate agreement or order.

11 4. DURATION

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

20 5. DESIGNATING PROTECTED MATERIAL

21 5.1 Manner and Timing of Designations. Except as otherwise provided in
22 this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material
23 that qualifies for protection under this Order must be clearly so designated before
24 the material is disclosed or produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic
27 documents, but excluding transcripts of depositions or other pretrial or trial
28

1 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” to each
2 page that contains protected material.

3 A Party or Non-Party that makes original documents or materials available
4 for inspection need not designate them for protection until after the inspecting Party
5 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 “CONFIDENTIAL.” After the inspecting Party has
8 identified the documents it wants copied and produced, the Producing Party must
9 determine which documents, or portions thereof, qualify for protection under this
10 Order. Then, before producing the specified documents, the Producing Party must
11 affix the “CONFIDENTIAL” legend to each page that contains Protected Material.
12 If only a portion or portions of the material on a page qualifies for protection, the
13 Producing Party also must clearly identify the protected portion(s) (e.g., by making
14 appropriate markings in the margins).

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

18 (c) for information produced in some form other than documentary
19 and for any other tangible items, that the Producing Party affix in a prominent place
20 on the exterior of the container or containers in which the information or item is
21 stored the legend “CONFIDENTIAL.” If only a portion or portions of the
22 information or item warrant protection, the Producing Party, to the extent
23 practicable, shall identify the protected portion(s).

24 5.2 Inadvertent Failures to Designate. If timely corrected, an inadvertent
25 failure to designate qualified information or items does not, standing alone, waive
26 the Designating Party’s right to secure protection under this Order for such
27 material. Upon timely correction of a designation, the Receiving Party must make
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1 reasonable efforts to assure that the material is treated in accordance with the
2 provisions of this Order.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
5 designation of confidentiality at any time. A Party does not waive its right to
6 challenge a confidentiality designation by electing not to mount a challenge
7 promptly after the original designation is disclosed.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
9 resolution process by providing written notice of each designation it is challenging,
10 describing the basis for each challenge, and requesting a meet and confer
11 conference pursuant to this paragraph and Local Rule 37-1. The parties shall
12 attempt to resolve each challenge in good faith and must begin the process by
13 conferring directly (in voice to voice dialogue; other forms of communication are
14 not sufficient) within 10 days of the date of service of notice. In conferring, the
15 Challenging Party must explain the basis for its belief that the confidentiality
16 designation was not proper and must give the Designating Party an opportunity to
17 review the designated material, to reconsider the circumstances, and, if no change
18 in designation is offered, to explain the basis for the chosen designation. A
19 Challenging Party may proceed to the next stage of the challenge process only if it
20 has engaged in this meet and confer process first or establishes that the Designating
21 Party is unwilling to participate in the meet and confer process in a timely manner.

22 6.3 Judicial Intervention. If the Parties cannot resolve a challenge and
23 seek court intervention, the Party must comply with Local Rule 37-2.

24 The burden of persuasion in any such challenge proceeding shall be on the
25 Designating Party. Frivolous challenges, and those made for an improper purpose
26 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
27 expose the Challenging Party to sanctions. All parties shall continue to afford the
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1 material in question the level of protection to which it is entitled under the
2 Producing Party’s designation until the court rules on the challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is
5 disclosed or produced by another Party or by a Non-Party in connection with this
6 case only for prosecuting, defending, or attempting to settle this litigation. Such
7 Protected Material may be disclosed only to the categories of persons and under the
8 conditions described in this Order. When the litigation has been terminated, a
9 Receiving Party must comply with the provisions of section 13 below (FINAL
10 DISPOSITION).

11 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
12 otherwise ordered by the court or permitted in writing by the Designating Party, a
13 Receiving Party may disclose any information or item designated
14 “CONFIDENTIAL” only to:

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

18 (b) the officers, directors, and employees (including House Counsel)
19 of the Receiving Party to whom disclosure is reasonably necessary for this
20 litigation;

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

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock jurors, and Professional
27 Vendors to whom disclosure is reasonably necessary for this litigation and who
28 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

1 (g) during their depositions, witnesses in the action to whom
2 disclosure is reasonably necessary. Pages of transcribed deposition testimony or
3 exhibits to depositions that reveal Protected Material must be separately bound by
4 the court reporter and may not be disclosed to anyone except as permitted under
5 this Stipulated Protective Order.

6 (h) the author or recipient of a document containing the information
7 or a custodian or other person who otherwise possessed or knew the information.

8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
9 IN OTHER LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation
11 that compels disclosure of any information or items designated in this action as
12 “CONFIDENTIAL,” that Party must:

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

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

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

21 If the Designating Party timely seeks a protective order, the Party served
22 with the subpoena or court order shall not produce any information designated in
23 this action as “CONFIDENTIAL” before a determination by the court from which
24 the subpoena or order issued, unless the Party has obtained the Designating Party’s
25 permission. The Designating Party shall bear the burden and expense of seeking
26 protection in that court of its confidential material – and nothing in these provisions
27 should be construed as authorizing or encouraging a Receiving Party in this action
28 to disobey a lawful directive from another court.

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

3 (a) The terms of this Order are applicable to information produced by
4 a Non-Party in this action and designated as “CONFIDENTIAL.” Such information
5 produced by Non-Parties in connection with this litigation is protected by the
6 remedies and relief provided by this Order. Nothing in these provisions should be
7 construed as prohibiting a Non-Party from seeking additional protections.

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

12 (1) promptly notify in writing the Requesting Party and the
13 Non-Party that some or all of the information requested is subject to a
14 confidentiality agreement with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the
16 Stipulated Protective Order in this litigation, the relevant discovery request(s), and
17 a reasonably specific description of the information requested; and

18 (3) make the information requested available for inspection by
19 the Non-Party.

20 (c) If the Non-Party fails to object or seek a protective order from this
21 court within 21 business days of receiving the notice and accompanying
22 information, the Receiving Party may produce the Non-Party’s confidential
23 information responsive to the discovery request. If the Non-Party timely seeks a
24 protective order, the Receiving Party shall not produce any information in its
25 possession or control that is subject to the confidentiality agreement with the Non-
26 Party before a determination by the court. Absent a court order to the contrary, the
27 Non-Party shall bear the burden and expense of seeking protection in this court of
28 its Protected Material.

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

10 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
11 PROTECTED MATERIAL

12 When a Producing Party gives notice to Receiving Parties that certain
13 inadvertently produced material is subject to a claim of privilege or other
14 protection, the obligations of the Receiving Parties are those set forth in Federal
15 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
16 whatever procedure may be established in an e-discovery order that provides for
17 production without prior privilege review.

18 12. MISCELLANEOUS

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
20 person to seek its modification by the court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this
22 Protective Order no Party waives any right it otherwise would have to object to
23 disclosing or producing any information or item on any ground not addressed in
24 this Stipulated Protective Order. Similarly, no Party waives any right to object on
25 any ground to use in evidence of any of the material covered by this Protective
26 Order.

27 12.3 Filing Protected Material. Without written permission from the
28 Designating Party or a court order secured after appropriate notice to all interested

1 persons, a Party may not file in the public record in this action any Protected
2 Material. A Party that seeks to file under seal any Protected Material must comply
3 with Civil Local Rule 79-5.1. If a Receiving Party's request to file Protected
4 Material under seal pursuant to Civil Local Rule 79-5.1 is denied by the court, then
5 the Receiving Party may file the information in the public record unless otherwise
6 instructed by the court.

7 13. FINAL DISPOSITION

8 Within 60 days after the final disposition of this action, as defined in
9 paragraph 4, each Receiving Party must return all Protected Material to the
10 Producing Party or destroy such material. As used in this subdivision, "all Protected
11 Material" includes all copies, abstracts, compilations, summaries, and any other
12 format reproducing or capturing any of the Protected Material. Whether the
13 Protected Material is returned or destroyed, the Receiving Party must submit a
14 written certification to the Producing Party (and, if not the same person or entity, to
15 the Designating Party) by the 60 day deadline that (1) identifies (by category,
16 where appropriate) all the Protected Material that was returned or destroyed and (2)
17 affirms that the Receiving Party has not retained any copies, abstracts,
18 compilations, summaries or any other format reproducing or capturing any of the
19 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
20 archival copy of all pleadings, motion papers, trial, deposition, and hearing
21 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
22 reports, attorney work product, and consultant and expert work product, even if
23 such materials contain Protected Material. Any such archival copies that contain or
24 constitute Protected Material remain subject to this Protective Order as set forth in
25 Section 4 (DURATION).

26 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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28 DATED: September 9, 2014

WOLK & LEVINE, LLP


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/s/ Zachary Levine
Attorneys for Stefan Bucher

DATED: September 9, 2014 CYPRESS, LLP
/s/ Doug Roy
Attorneys for Good Technology Corporation

DATED: September 9, 2014 SKAGGS FAUCETTE, LLP
/s/ Jeffrey E. Faucette
Attorneys for BaseJump Studios, LLC

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: September 09, 2014 
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of Bucher v. Good Technology, Inc., *et al.* I agree to comply
with and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me to sanctions
and punishment in the nature of contempt. I solemnly promise that I will not
disclose in any manner any information or item that is subject to this Stipulated
Protective Order to any person or entity except in strict compliance with the
provisions of this Order.

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____