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7 *Mycoskie, LLC*

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

11 MYCOSKIE, LLC, a California) CASE NO. 2:16-cv-03259-ODW-SK
12 Limited Liability Company,)
13 Plaintiff,) **STIPULATED PROTECTIVE ORDER**
14 vs.)
15 [DISCOVERY DOCUMENT: REFERRED
16 EBUYS, INC., a California) TO MAGISTRATE JUDGE STEVE KIM]
17 Corporation doing business as SHOE)
18 METRO; and DOES 1-10, inclusive,)
19 Defendant.)

20 1.
21 A. PURPOSES AND LIMITATIONS
22 Discovery in this action is likely to involve production of confidential,
23 proprietary, or private information for which special protection from public disclosure
24 and from use for any purpose other than prosecuting this litigation may be warranted.
25 Accordingly, the parties hereby stipulate to and petition the Court to enter the
26 following Stipulated Protective Order. The parties acknowledge that this Order does
27 not confer blanket protections on all disclosures or responses to discovery and that the
28 protection it affords from public disclosure and use extends only to the limited

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

7 B. GOOD CAUSE STATEMENT

8 This action is likely to involve trade secrets, customer and pricing lists and other
9 valuable research, development, commercial, financial, technical and/or proprietary
10 information for which special protection from public disclosure and from use for any
11 purpose other than prosecution of this action is warranted. Such confidential and
12 proprietary materials and information consist of, among other things, confidential
13 business or financial information, information regarding confidential business
14 practices, or other confidential research, development, or commercial information
15 (including information implicating privacy rights of third parties), information
16 otherwise generally unavailable to the public, or which may be privileged or otherwise
17 protected from disclosure under state or federal statutes, court rules, case decisions, or
18 common law. Accordingly, to expedite the flow of information, to facilitate the prompt
19 resolution of disputes over confidentiality of discovery materials, to adequately protect
20 information the parties are entitled to keep confidential, to ensure that the parties are
21 permitted reasonable necessary uses of such material in preparation for and in the
22 conduct of trial, to address their handling at the end of the litigation, and serve the ends
23 of justice, a protective order for such information is justified in this matter. It is the
24 intent of the parties that information will not be designated as confidential for tactical
25 reasons and that nothing be so designated without a good faith belief that it has been
26 maintained in a confidential, non-public manner, and there is good cause why it should
27 not be part of the public record of this case.

1 2. DEFINITIONS

2 2.1 Action: this pending federal law suit.

3 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
4 information or items under this Order.

5 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
6 it is generated, stored or maintained) or tangible things that qualify for protection
7 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
8 Statement.

9 2.4 “HIGHLY CONFIDENTIAL” Information or Items: Information that
10 contains or discloses information that the Designating Party, in good faith, believes to
11 be extremely commercially sensitive or would provide a competitive advantage to
12 competitors or compromise or jeopardize the Designating Party’s business interests if
13 disclosed.

14 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
15 support staff).

16 2.6 Designating Party: a Party or Non-Party that designates information or
17 items that it produces in disclosures or in responses to discovery as
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

19 2.7 Disclosure or Discovery Material: all items or information, regardless of
20 the medium or manner in which it is generated, stored, or maintained (including,
21 among other things, testimony, transcripts, and tangible things), that are produced or
22 generated in disclosures or responses to discovery in this matter.

23 2.8 Expert: a person with specialized knowledge or experience in a matter
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
25 expert witness or as a consultant in this Action.

26 2.9 House Counsel: attorneys who are employees of a party to this Action.
27 House Counsel does not include Outside Counsel of Record or any other outside
28 counsel.

1 2.10 Non-Party: any natural person, partnership, corporation, association, or
2 other legal entity not named as a Party to this action.

3 2.11 Outside Counsel of Record: attorneys who are not employees of a party to
4 this Action but are retained to represent or advise a party to this Action and have
5 appeared in this Action on behalf of that party or are affiliated with a law firm which
6 has appeared on behalf of that party, and includes support staff.

7 2.12 Party: any party to this Action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and their
9 support staffs).

10 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
11 Discovery Material in this Action.

12 2.14 Professional Vendors: persons or entities that provide litigation support
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or
14 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
15 their employees and subcontractors.

16 2.15 Protected Material: any Disclosure or Discovery Material that is
17 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

18 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
19 from a Producing Party.

20 3. SCOPE

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

26 Any use of Protected Material at trial shall be governed by the orders of the
27 trial judge. This Order does not govern the use of Protected Material at trial.

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1 4. DURATION

2 Once a case proceeds to trial, all of the information that was designated as
3 confidential or maintained pursuant to this protective order becomes public and will be
4 presumptively available to all members of the public, including the press, unless
5 compelling reasons supported by specific factual findings to proceed otherwise are
6 made to the trial judge in advance of the trial. See Kamakana v. City and County of
7 Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause”
8 showing for sealing documents produced in discovery from “compelling reasons”
9 standard when merits-related documents are part of court record). Accordingly, the
10 terms of this protective order do not extend beyond the commencement of the trial.

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

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection.

20 Each Party or Non-Party that designates information or items for protection under this
21 Order must take care to limit any such designation to specific material that qualifies
22 under the appropriate standards. The Designating Party must designate for protection
23 only those parts of material, documents, items, or oral or written communications that
24 qualify so that other portions of the material, documents, items, or communications for
25 which protection is not warranted are not swept unjustifiably within the ambit of this
26 Order.

27 Mass, indiscriminate, or routinized designations are prohibited. Designations
28 that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber the case development process or to impose
2 unnecessary expenses and burdens on other parties) may expose the Designating Party
3 to sanctions.

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

7 5.2 Manner and Timing of Designations. Except as otherwise provided in this
8 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
9 or ordered, Disclosure or Discovery Material that qualifies for protection under this
10 Order must be clearly so designated before the material is disclosed or produced.

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic
13 documents, but excluding transcripts of depositions or other pretrial or trial
14 proceedings), that the Producing Party affix at a minimum, the legend
15 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" (hereinafter "Confidentiality
16 Legend"), to each page that contains protected material. If only a portion or portions of
17 the material on a page qualifies for protection, the Producing Party also must clearly
18 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

19 A Party or Non-Party that makes original documents available for inspection
20 need not designate them for protection until after the inspecting Party has indicated
21 which documents it would like copied and produced. During the inspection and before
22 the designation, all of the material made available for inspection shall be deemed
23 "HIGHLY CONFIDENTIAL." After the inspecting Party has identified the documents
24 it wants copied and produced, the Producing Party must determine which documents,
25 or portions thereof, qualify for protection under this Order. Then, before producing the
26 specified documents, the Producing Party must affix the appropriate Confidentiality
27 Legend to each page that contains Protected Material. If only a portion or portions of
28

1 the material on a page qualifies for protection, the Producing Party also must clearly
2 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

3 (b) for testimony given in depositions that the Designating Party
4 identify the Disclosure or Discovery Material on the record, before the close of the
5 deposition all protected testimony. Failure of counsel to designate testimony or
6 exhibits at a deposition, however, shall not waive the protected status of the testimony
7 or exhibits. Counsel may designate specific testimony or exhibits as Protected
8 Material within fifteen(15) calendar days after receiving the transcript of the deposition
9 or fifteen (15) calendar days after the date on which this Protective Order becomes
10 effective, whichever occurs later. The testimony shall be considered and treated as
11 “HIGHLY CONFIDENTIAL” during the pendency of this fifteen (15) calendar day
12 period. If counsel for the deponent or Party fails to designate the transcript or exhibits
13 as Protected Material within the above-described fifteen-day period, any Party shall be
14 entitled to treat the transcript or exhibits as non-Confidential Material. For purposes of
15 this Paragraph, this Protective Order shall be deemed effective on the date this
16 stipulation is filed with the court.

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

23 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
24 failure to designate qualified information or items does not, standing alone, waive the
25 Designating Party’s right to secure protection under this Order for such material.
26 Upon timely correction of a designation, the Receiving Party must make reasonable
27 efforts to assure that the material is treated in accordance with the provisions of this
28 Order.

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court’s Scheduling
4 Order and, as necessary, all relevant authority governing *ex parte* motion practice.

5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
6 resolution process under Local Rule 37.1 et seq., except as required under the
7 circumstances and in good faith application of all relevant authority governing *ex parte*
8 motion practice.

9 6.3 The burden of persuasion in any such challenge proceeding shall be on the
10 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
11 to harass or impose unnecessary expenses and burdens on other parties) may expose
12 the Challenging Party to sanctions. Unless the Designating Party has waived or
13 withdrawn the confidentiality designation, all parties shall continue to afford the
14 material in question the level of protection to which it is entitled under the Producing
15 Party’s designation until the Court rules on the challenge.

16 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

23 Protected Material must be stored and maintained by a Receiving Party at a
24 location and in a secure manner that ensures that access is limited to the persons
25 authorized under this Order.

26 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
27 ordered by the court or permitted in writing by the Designating Party, a Receiving
28 Party may disclose any information or item designated “CONFIDENTIAL” only to:

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

4 (b) the officers, directors, and employees (including House Counsel) of
5 the Receiving Party to whom disclosure is reasonably necessary for this Action;

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

9 (d) the court and its personnel;

10 (e) court reporters and their staff;

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

14 (g) the author or recipient of a document containing the information or
15 a custodian or other person who otherwise possessed or knew the information;

16 (h) during their depositions, witnesses ,and attorneys for witnesses, in
17 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
18 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they
19 will not be permitted to keep any confidential information unless they sign the (i)
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
21 by the Designating Party or ordered by the court. Pages of transcribed deposition
22 testimony or exhibits to depositions that reveal Protected Material may be separately
23 bound by the court reporter and may not be disclosed to anyone except as permitted
24 under this Stipulated Protective Order; and

25 (i) any mediator or settlement officer, and their supporting personnel,
26 mutually agreed upon by any of the parties engaged in settlement discussions.

27 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items. Unless
28 otherwise ordered by the court or permitted in writing by the Designating Party, a

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

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

6 (b) Experts (as defined in this Order) of the Receiving Party to whom
7 disclosure is reasonably necessary for this Action and who have signed the
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

9 (c) the court and its personnel;

10 (d) court reporters and their staff;

11 (e) professional jury or trial consultants, mock jurors, and Professional
12 Vendors to whom disclosure is reasonably necessary for this Action and who have
13 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (f) the author or recipient of a document containing the information or
15 a custodian or other person who otherwise possessed or knew the information;

16 (g) during their depositions, witnesses ,and attorneys for witnesses, in
17 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
18 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they
19 will not be permitted to keep any confidential information unless they sign the (i)
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
21 by the Designating Party or ordered by the court. Pages of transcribed deposition
22 testimony or exhibits to depositions that reveal Protected Material may be separately
23 bound by the court reporter and may not be disclosed to anyone except as permitted
24 under this Stipulated Protective Order; and

25 (h) any mediator or settlement officer, and their supporting personnel,
26 mutually agreed upon by any of the parties engaged in settlement discussions.

27 7.4 Disclosure of Protected Material to Certain Experts. If a Party wants to
28 disclose another Party’s or a Non-Party’s Protected Material to an Expert (as defined in

1 this Order) that is an employee, shareholder, officer, director, and/or consultant
2 (excluding any consultant retained by a Party relating to or for purposes of this
3 dispute) of a Party, disclosure shall be allowed only if the Party desiring such
4 disclosure obtains the Designating Party's consent or a court order. The following
5 procedure shall apply to obtaining consent for such disclosure:

6 (a) Notice of the name, address, telephone number and title or position
7 of such expert, a curriculum vitae for the expert, notice of the relevant professional or
8 employment-related relationship with a Party, a list of all other cases in which, during
9 the previous four years, the expert testified as an expert at trial or by deposition, and a
10 signed copy of the "Acknowledgment and Agreement to Be Bound" (Exhibit A), shall
11 be served in writing by e-mail on counsel of record for the Designating Party for such
12 Party's consent to disclosure of Protected Material to such expert.

13 (b) Consent to the disclosure shall not be unreasonably withheld, and
14 shall be granted or denied, by e-mail to all counsel of record in this action, within
15 seven (7) days of receipt of the notice by e-mail. A failure to respond within that
16 seven-day period shall operate as consent.

17 (c) If any objection to disclosing Protected Material to such an
18 identified expert is made within that seven-day period, and that objection cannot be
19 resolved by agreement between the Party seeking disclosure and the Designating Party,
20 the Party seeking disclosure of the Protected material may move the Court for an order
21 allowing such disclosure, in accordance with the procedures set forth in C.D. CAL.
22 LOCAL RULES 37-1 through 37-4.

23 (d) The parties further agree that an expert whose identity is disclosed
24 pursuant to this paragraph cannot be deposed regarding any subject related to this
25 litigation, unless the expert has been designated as a testifying expert by the retaining
26 party, and then in a manner consistent with the Federal Rules of Civil Procedure
27 governing expert discovery.
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1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
2 OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any Protected Material, that Party must:

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

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

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

13 If the Designating Party timely seeks a protective order, the Party served with
14 the subpoena or court order shall not produce any Protected Material before a
15 determination by the court from which the subpoena or order issued, unless the Party
16 has obtained the Designating Party's permission. The Designating Party shall bear the
17 burden and expense of seeking protection in that court of its confidential material and
18 nothing in these provisions should be construed as authorizing or encouraging a
19 Receiving Party in this Action to disobey a lawful directive from another court.

20 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
21 IN THIS LITIGATION

22 (a) The terms of this Order are applicable to information produced by a Non-
23 Party in this Action and designated as Protected Material. Such information produced
24 by Non-Parties in connection with this litigation is protected by the remedies and relief
25 provided by this Order. Nothing in these provisions should be construed as prohibiting
26 a Non-Party from seeking additional protections.

27 (b) In the event that a Party is required, by a valid discovery request, to
28 produce a Non-Party's confidential information in its possession, and the Party is

1 subject to an agreement with the Non-Party not to produce the Non-Party's
2 confidential information, then the Party shall:

3 (1) notify in a reasonably timely manner and in writing the Requesting
4 Party and the Non-Party that some or all of the information requested is subject to a
5 confidentiality agreement with a Non-Party;

6 (2) promptly provide the Non-Party with a copy of the Stipulated
7 Protective Order in this Action, the relevant discovery request(s), and a reasonably
8 specific description of the information requested; and

9 (3) make the information requested available for inspection by the
10 Non-Party, if requested.

11 (c) If the Non-Party fails to seek a protective order from this court within 14
12 days of receiving the notice and accompanying information, the Receiving Party may
13 produce the Non-Party's confidential information responsive to the discovery request.
14 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
15 any information in its possession or control that is subject to the confidentiality
16 agreement with the Non-Party before a determination by the court. Absent a court
17 order to the contrary, the Non-Party shall bear the burden and expense of seeking
18 protection in this court of its confidential information.

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
21 Protected Material to any person or in any circumstance not authorized under this
22 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
23 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
24 all unauthorized copies of the Protected Material, (c) inform the person or persons to
25 whom unauthorized disclosures were made of all the terms of this Order, and (d)
26 request such person or persons to execute the "Acknowledgment and Agreement to Be
27 Bound" that is attached hereto as Exhibit A.

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1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
2 PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain
4 inadvertently produced material is subject to a claim of privilege or other protection,
5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
7 may be established in an e-discovery order that provides for production without prior
8 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
9 parties reach an agreement on the effect of disclosure of a communication or
10 information covered by the attorney-client privilege or work product protection, the
11 parties may incorporate their agreement in the stipulated protective order submitted to
12 the court.

13 12. MISCELLANEOUS

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
15 person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this
17 Protective Order no Party waives any right it otherwise would have to object to
18 disclosing or producing any information or item on any ground not addressed in this
19 Stipulated Protective Order. Similarly, no Party waives any right to object on any
20 ground to use in evidence of any of the material covered by this Protective Order.

21 12.3 Filing Protected Material. A Party that seeks to file under seal any
22 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
23 only be filed under seal pursuant to a court order authorizing the sealing of the specific
24 Protected Material at issue. If a Party's request to file Protected Material under seal is
25 denied by the court, then the Receiving Party may file the information in the public
26 record unless otherwise instructed by the court.

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13. FINAL DISPOSITION

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

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: January 6, 2017

BLAKELY LAW GROUP

/s/ Cindy Chan
Brent H. Blakely
Cindy Chan

Attorneys for Plaintiff Mycoskie, LLC

1 DATED: January 6, 2017

SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP

2
3 /s/ Paul A. Bost

Craig Cardon
Paul A. Bost
Calvin Berman

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5 *Attorneys for Defendant Ebuys, Inc.*

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8 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

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10 DATED: January 9, 2017

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14 _____
Honorable Steve Kim
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 Mycoskie, LLC v. Ebuys, Inc.; Case No. 2:16-cv-03259-ODW-SK. 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. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____