

1 David M. Given, (SBN 142375)  
 2 dmg@phillaw.com  
 3 Nicholas A. Carlin, (SBN 112532)  
 4 nac@phillaw.com  
 5 Anna Gourgiotopoulou, (SBN 304998)  
 6 agw@phillaw.com  
 7 PHILLIPS, ERLEWINE, GIVEN & CARLIN LLP  
 8 39 Mesa Street, Suite 201  
 9 The Presidio  
 10 San Francisco, CA 94129  
 11 Tel: 415-398-0900  
 12 Fax: 415-398-0911

13 Attorneys for Defendants

14 UNITED STATES DISTRICT COURT  
 15 CENTRAL DISTRICT OF CALIFORNIA

16 Case No. CV16-03910 GW(ASx)

17 WINSTON SMITH,  
 18 Plaintiff,  
 19 v.  
 20 CHAPTER 4 CORP.; BLACKROCK  
 21 CREATIVE MANAGEMENT  
 22 COMPANY; and DOES 1 -10,  
 23 inclusive,  
 24 Defendants.

25 ~~PROPOSED~~ STIPULATED  
 26 PROTECTIVE ORDER

27 **1. PURPOSES AND LIMITATIONS**

28 Disclosure and discovery activity in this action are likely to involve  
 production of confidential, proprietary, or private information for which special  
 protection from public disclosure and from use for any purpose other than  
 prosecuting this litigation may be warranted. Accordingly, the Parties hereby  
 stipulate to and petition the court to enter the following Stipulated Protective

PHILLIPS, ERLEWINE, GIVEN & CARLIN LLP  
 39 Mesa Street, Suite 201  
 San Francisco, CA 94129  
 (415) 398-0900

1 Order. The Parties acknowledge that this Order does not confer blanket protections  
2 on all disclosures or responses to discovery and that the protection it affords from  
3 public disclosure and use extends only to the limited information or items that are  
4 entitled to confidential treatment under the applicable legal principles. The Parties  
5 further acknowledge, as set forth in Section 13.3, below, that this Stipulated  
6 Protective Order does not entitle them to file confidential information under seal;  
7 Civil Local Rule 79-5 sets forth the procedures that must be followed and the  
8 standards that will be applied when a Party seeks permission from the court to file  
9 material under seal.  
10  
11  
12

13 **2. GOOD CAUSE STATEMENT**

14 This action is likely to involve trade secrets, customer and pricing lists and  
15 other valuable research, development, commercial, financial, technical and/or  
16 proprietary information, taxpayer information, information implicating the privacy  
17 rights of third parties, and information for which special protection from public  
18 disclosure and from use for any purpose other than prosecution of this action is  
19 warranted. Such confidential and proprietary materials and information consist of,  
20 among other things, confidential business or financial information, information  
21 regarding confidential business practices, business relationships and commercial  
22 agreements, or other confidential research, development, or commercial  
23 information, cost, revenue or profit margin information, designs, processes,  
24  
25  
26  
27  
28

1 computer databases, invoices, pricing records, customer information, trade secrets,  
2 accounting, state and federal taxpayer information, information otherwise  
3 generally unavailable to the public, or which may implicate third party privacy  
4 rights, be privileged or otherwise protected from disclosure under state or federal  
5 statutes, court rules, case decisions, or common law. Accordingly, to expedite the  
6 flow of information, to facilitate the prompt resolution of disputes over  
7 confidentiality of discovery materials, to adequately protect information the  
8 Parties are entitled to keep confidential, to ensure that the Parties are permitted  
9 reasonable necessary uses of such material in preparation for and in the conduct of  
10 trial, to address their handling at the end of the litigation, and serve the ends of  
11 justice, a protective order for such information is justified in this matter. It is the  
12 intent of the Parties that information will not be designated as confidential for  
13 tactical reasons and that nothing be so designated without a good faith belief that it  
14 has been maintained in a confidential, non-public manner, and there is good cause  
15 why it should not be part of the public record of this case.

22 **3. DEFINITIONS**

23 3.1 Challenging Party: a Party or Non-Party that challenges the  
24 designation of information or items under this Order.  
25

26 3.2 “CONFIDENTIAL” Information or Items: information (regardless of  
27 how it is generated, stored or maintained) or tangible things that qualify for  
28

1 protection under Federal Rule of Civil Procedure 26(c) and as specified above in  
2 the Good Cause Statement.

3 3.3 “CONFIDENTIAL - ATTORNEYS’ EYES ONLY” Information or  
4 Items: CONFIDENTIAL information or tangible things that the Producing Party  
5 believes constitutes, reflects or discloses especially sensitive, confidential and/or  
6 proprietary information meriting restriction of its dissemination to those identified  
7 in Section 8.3, below.

8 3.4 Counsel (without qualifier): Outside Counsel of Record and House  
9 Counsel (as well as their support staff).

10 3.5 Designating Party: a Party or Non-Party that designates information  
11 or items that it produces in disclosures or in responses to discovery as  
12 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

13 3.6 Disclosure or Discovery Material: all items or information, regardless  
14 of the medium or manner in which it is generated, stored, or maintained  
15 (including, among other things, testimony, transcripts, and tangible things), that  
16 are produced or generated in disclosures or responses to discovery in this matter or  
17 which were produced by Outside Counsel of Record with confidentiality  
18 designations after this action was filed but prior to discovery in this matter.  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1           3.7    Expert: a person with specialized knowledge or experience in a  
2 matter pertinent to the litigation who has been retained by a Party or its counsel to  
3 serve as an expert witness or as a consultant in this action.  
4

5           3.8    House Counsel: attorneys who are employees of a Party to this action.  
6 House Counsel does not include Outside Counsel of Record or any other outside  
7 counsel.  
8

9           3.9    Non-Party: any natural person, partnership, corporation, association,  
10 or other legal entity not named as a Party to this action.  
11

12           3.10 Outside Counsel of Record: attorneys who are not employees of a  
13 Party but are retained to represent or advise a Party and have appeared in this  
14 action on behalf of that Party or are affiliated with a law firm which has appeared  
15 on behalf of that Party.  
16

17           3.11 Party: any Party to this action, including all of its officers, directors,  
18 employees, consultants, retained experts, and Outside Counsel of Record (and  
19 their support staff).  
20

21           3.12 Producing Party: a Party or Non-Party that produces Disclosure or  
22 Discovery Material in this action.  
23

24           3.13 Professional Vendors: persons or entities that provide litigation  
25 support services (e.g., photocopying, videotaping, translating, preparing exhibits  
26  
27  
28

1 or demonstrations, and organizing, storing, or retrieving data in any form or  
2 medium) and their employees and subcontractors.

3 3.14 Protected Material: any Disclosure or Discovery Material that is  
4 designated as “CONFIDENTIAL” or “CONFIDENTIAL - ATTORNEYS’ EYES  
5 ONLY.”  
6

7 3.15 Receiving Party: a Party that receives Disclosure or Discovery  
8 Material from a Producing Party.  
9

10 **4. SCOPE**

11 The protections conferred by this Stipulation and Order cover not only  
12 Protected Material (as defined above), but also (1) any information copied or  
13 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
14 compilations of Protected Material; and (3) any testimony, conversations, or  
15 presentations by Parties or their Counsel that might reveal Protected Material.  
16

17 However, the protections conferred by this Stipulation and Order do not cover the  
18 following information: (a) any information that is in the public domain at the time  
19 of disclosure to a Receiving Party or becomes part of the public domain after its  
20 disclosure to a Receiving Party as a result of publication not involving a violation  
21 of this Order, including becoming part of the public record through trial or  
22 otherwise; and (b) any information known to the Receiving Party prior to the  
23 disclosure or obtained by the Receiving Party after the disclosure from a source  
24  
25  
26  
27  
28

1 who obtained the information lawfully and under no obligation of confidentiality  
2 to the Designating Party. Any use of Protected Material at trial shall be governed  
3 by a separate agreement or order.  
4

5 **5. DURATION**

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

15 **6. DESIGNATING PROTECTED MATERIAL**

16 **6.1 Exercise of Restraint and Care in Designating Material for Protection.**

17 Each Party or Non-Party that designates information or items for protection under  
18 this Order must take care to limit any such designation to specific material that  
19 qualifies under the appropriate standards. The Designating Party must designate  
20 for protection only those parts of material, documents, items, or oral or written  
21 communications that qualify – so that other portions of the material, documents,  
22 items, or communications for which protection is not warranted are not swept  
23  
24  
25  
26  
27  
28

1 unjustifiably within the ambit of this Order. Notwithstanding the foregoing, if  
2 limiting designations within specific documents would be unduly time consuming  
3 and burdensome to the Designating Party and if such designations will not  
4 prejudice the Receiving Party's ability to use the material for purposes of this case,  
5 the Designating Party may include in its designations material that may not, in  
6 itself, qualify for protection (for instance, the Designating Party may designate an  
7 entire page CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS' EYES  
8 ONLY in lieu of blocking out or designating particular CONFIDENTIAL or  
9 CONFIDENTIAL – ATTORNEYS' EYES ONLY information on that page).

13 Mass, indiscriminate, or routinized designations are prohibited.

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

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

22 6.2 Manner and Timing of Designations. Except as otherwise provided in  
23 this Order (see, e.g., second paragraph of section 6.2(a) below), or as otherwise  
24



1 stipulated or ordered, Disclosure or Discovery Material that qualifies for  
2 protection under this Order must be clearly so designated before the material is  
3 disclosed or produced.  
4

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic  
7 documents, but excluding transcripts of depositions or other pretrial or trial  
8 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or, as  
9 the case may be, “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” to each  
10 page that contains protected material. If only a portion or portions of the material  
11 on a page qualifies for protection, the Producing Party also must clearly identify  
12 the protected portion(s) (e.g., by making appropriate markings in the margins).  
13

14 A Party or Non-Party that makes original documents or materials available  
15 for inspection need not designate them for protection until after the inspecting  
16 Party has indicated which material it would like copied and produced. During the  
17 inspection and before the designation, all of the material made available for  
18 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
19 identified the documents it wants copied and produced, the Producing Party must  
20 determine which documents, or portions thereof, qualify for protection under this  
21 Order. Then, before producing the specified documents, the Producing Party must  
22 affix the “CONFIDENTIAL,” or “CONFIDENTIAL – ATTORNEYS’ EYES  
23  
24  
25  
26  
27  
28

1 ONLY,” legend to each page that contains Protected Material. If only a portion or  
2 portions of the material on a page qualifies for protection, the Producing Party also  
3 must clearly identify the protected portion(s) (e.g., by making appropriate  
4 markings in the margins).

5  
6 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
7 that the Designating Party identify on the record, before the close of the  
8 deposition, hearing, or other proceeding, all protected testimony.

9  
10 (c) for information produced in some form other than documentary and for  
11 any other tangible items, that the Producing Party affix in a prominent place on the  
12 exterior of the container or containers in which the information or item is stored  
13 the legend “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES  
14 ONLY.” If only a portion or portions of the information or item warrant  
15 protection, the Producing Party, to the extent practicable, shall identify the  
16 protected portion(s).  
17  
18  
19

20  
21 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
22 failure to designate qualified information or items does not, standing alone, waive  
23 the Designating Party’s right to secure protection under this Order for such  
24 material. Upon timely correction of a designation, the Receiving Party must make  
25 reasonable efforts to assure that the material is treated in accordance with the  
26 provisions of this Order.  
27  
28

1       **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2           7.1    Timing of Challenges. Any Party or Non-Party may challenge a  
3  
4 designation of confidentiality at any time. Unless a prompt challenge to a  
5 Designating Party’s confidentiality designation is necessary to avoid foreseeable,  
6 substantial unfairness, unnecessary economic burdens, or a significant disruption  
7 or delay of the litigation, a Party does not waive its right to challenge a  
8 confidentiality designation by electing not to mount a challenge promptly after the  
9 original designation is disclosed.  
10

11  
12           7.2    Meet and Confer. The Challenging Party shall initiate the dispute  
13 resolution process under Local Rule 37.1 et seq.  
14

15           7.3    The burden of persuasion in any such challenge proceeding shall be  
16 on the Designating Party. Frivolous challenges, and those made for an improper  
17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
18 parties) may expose the Challenging Party to sanctions. Unless the Designating  
19 Party has waived the confidentiality designation by failing to file a motion to  
20 retain confidentiality as described above, all Parties shall continue to afford the  
21 material in question the level of protection to which it is entitled under the  
22 Producing Party’s designation until the court rules on the challenge.  
23  
24  
25  
26  
27  
28

1 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 8.1 Basic Principles. A Receiving Party may use Protected Material that  
3 is disclosed or produced by another Party or by a Non-Party in connection with  
4 this case only for prosecuting, defending, or attempting to settle this litigation.  
5 Such Protected Material may be disclosed only to the categories of persons and  
6 under the conditions described in this Order. When the litigation has been  
7 terminated, a Receiving Party must comply with the provisions of section 14  
8 below (FINAL DISPOSITION).

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

12 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
13 otherwise ordered by the court or permitted in writing by the Designating Party, a  
14 Receiving Party may disclose any information or item designated  
15 “CONFIDENTIAL” only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this action, as well  
17 as employees of said Outside Counsel of Record to whom it is reasonably  
18 necessary to disclose the information for this litigation and who have signed the  
19 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
20 A;  
21  
22  
23  
24  
25  
26  
27  
28

1 (b) the officers, directors, and employees (including House Counsel) of the  
2 Receiving Party to whom disclosure is reasonably necessary for this litigation and  
3 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
4 A);

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

11 (d) the court and its personnel;

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

18 (f) during their depositions, witnesses in the action to whom disclosure is  
19 reasonably necessary and who have signed the “Acknowledgment and Agreement  
20 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or  
21 ordered by the court. Pages of transcribed deposition testimony or exhibits to  
22 depositions that reveal Protected Material must be separately bound by the court  
23 reporter and may not be disclosed to anyone except as permitted under this  
24 Stipulated Protective Order; and  
25  
26  
27  
28

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

3 8.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
4 Information or Items. Unless otherwise ordered by the court or permitted in  
5 writing by the Designating Party, a Receiving Party may disclose any information  
6 or item designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:  
7

8 (a) the Receiving Party’s Outside Counsel of Record in this action, as well  
9 as employees of said Outside Counsel of Record to whom it is reasonably  
10 necessary to disclose the information for this litigation and who have signed the  
11 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
12 A;  
13

14 (b) Experts of the Receiving Party to whom disclosure is reasonably  
15 necessary for this litigation and who have signed the “Acknowledgement and  
16 Agreement to Be Bound” (Exhibit A);  
17

18 (c) the court and its personnel;

19 (d) court reporters and their staff, professional jury or trial consultants,  
20 mock jurors, and Professional Vendors to whom disclosure is reasonably  
21 necessary for this litigation and who have signed the “Acknowledgment and  
22 Agreement to Be Bound” (Exhibit A);  
23  
24  
25  
26  
27  
28

1 (e) during their depositions, Non-Party witnesses in the action to whom  
2 disclosure is reasonably necessary and who have signed the “Acknowledgment  
3 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the  
4 Designating Party or ordered by the court. Pages of transcribed deposition  
5 testimony or exhibits to depositions that reveal Protected Material must be  
6 separately bound by the court reporter and may not be disclosed to anyone except  
7 as permitted under this Stipulated Protective Order;  
8

9 (f) the author or recipient of a document containing the information or a  
10 custodian or other person who otherwise possessed or knew the information; and  
11

12 (g) should any Party produce any document or information designated  
13 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” and should counsel for the  
14 Receiving Party believe it necessary to disclose any such document or information  
15 to persons not provided for above, counsel for the Receiving Party shall first seek  
16 permission from the Producing Party for such disclosure on a case-by-case basis,  
17 and permission shall not be unreasonably withheld by the Producing Party  
18 (provided the person to whom disclosure is proposed executes the Agreement to  
19 Be Bound in the form annexed as Exhibit A hereto prior to receiving any such  
20 information). Unless and until such a request is granted, or it is otherwise directed  
21 by the Court, information designated “CONFIDENTIAL – ATTORNEYS’ EYES  
22 ONLY” will be disclosed only as provided for herein.  
23  
24  
25  
26  
27  
28

1 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
2 **PRODUCED IN OTHER LITIGATION**

3  
4 If a Party is served with a subpoena or a court order issued in other litigation  
5 that compels disclosure of any information or items designated in this action as  
6 “CONFIDENTIAL,” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that  
7  
8 Party must:

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

11  
12 (b) promptly notify in writing the party who caused the subpoena or order to  
13 issue in the other litigation that some or all of the material covered by the  
14 subpoena or order is subject to this Protective Order. Such notification shall  
15 include a copy of this Stipulated Protective Order; and

16  
17 (c) cooperate with respect to all reasonable procedures sought to be pursued  
18 by the Designating Party whose Protected Material may be affected. If the  
19 Designating Party timely seeks a protective order, the Party served with the  
20 subpoena or court order shall not produce any information designated in this  
21 action as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES  
22 ONLY” before a determination by the court from which the subpoena or order  
23 issued, unless the Party has obtained the Designating Party’s permission. The  
24  
25  
26  
27  
28



1 Designating Party shall bear the burden and expense of seeking protection in that  
2 court of its confidential material – and nothing in these provisions should be  
3 construed as authorizing or encouraging a Receiving Party in this action to disobey  
4 a lawful directive from another court.  
5

6 **10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
7  
8 **PRODUCED IN THIS LITIGATION**

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

16 (b) In the event that a Party is required, by a valid discovery request, to  
17 produce a Non- Party’s confidential information in its possession, and the Party is  
18 subject to an agreement with the Non-Party not to produce the Non-Party’s  
19 confidential information, then the Party shall:  
20

21 (1) promptly notify in writing the Requesting Party and the Non-Party  
22 that some or all of the information requested is subject to a confidentiality  
23 agreement with a Non-Party;  
24  
25  
26  
27  
28

1 (2) promptly provide the Non-Party with a copy of the Stipulated  
2 Protective Order in this litigation, the relevant discovery request(s), and a  
3 reasonably specific description of the information requested; and  
4

5 (3) make the information requested available for inspection by the  
6 Non-Party.  
7

8 (c) If the Non-Party fails to object or seek a protective order from this court  
9 within 14 days of receiving the notice and accompanying information, the  
10 Receiving Party may produce the Non-Party's confidential information responsive  
11 to the discovery request. If the Non-Party timely seeks a protective order, the  
12 Receiving Party shall not produce any information in its possession or control that  
13 is subject to the confidentiality agreement with the Non-Party before a  
14 determination by the court. Absent a court order to the contrary, the Non-Party  
15 shall bear the burden and expense of seeking protection in this court of its  
16 Protected Material.  
17  
18  
19

20 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**  
21

22 If a Receiving Party learns that, by inadvertence or otherwise, it has  
23 disclosed Protected Material to any person or in any circumstance not authorized  
24 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
25 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
26 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
27  
28

1 the person or persons to whom unauthorized disclosures were made of all the  
2 terms of this Order, and (d) request such person or persons to execute the  
3 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
4  
5 A.

6 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
7  
8 **OTHERWISE PROTECTED MATERIAL**

9 When a Producing Party gives notice to Receiving Parties that certain  
10 inadvertently produced material is subject to a claim of privilege or other  
11 protection, the obligations of the Receiving Parties are those set forth in Federal  
12 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
13 whatever procedure may be established in an e-discovery order that provides for  
14 production without prior privilege review. Pursuant to Federal Rule of Evidence  
15 502(d) and (e), insofar as the Parties reach an agreement on the effect of disclosure  
16 of a communication or information covered by the attorney-client privilege or  
17 work product protection, the Parties may incorporate their agreement in the  
18 stipulated protective order submitted to the court.  
19  
20  
21  
22

23 **13. MISCELLANEOUS**

24  
25 13.1 Right to Further Relief. Nothing in this Order abridges the right of  
26 any person to seek its modification by the court in the future.  
27  
28

1           13.2 Right to Assert Other Objections. By stipulating to the entry of this  
2 Protective Order no Party waives any right it otherwise would have to object to  
3 disclosing or producing any information or item on any ground not addressed in  
4 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
5 any ground to use in evidence of any of the material covered by this Protective  
6 Order.  
7

8  
9           13.3 Filing Protected Material. Without written permission from the  
10 Designating Party or a court order secured after appropriate notice to all interested  
11 persons, a Party may not file in the public record in this action any Protected  
12 Material. A Party that seeks to file under seal any Protected Material must comply  
13 with Civil Local Rule 79-5. Protected Material may only be filed under seal  
14 pursuant to a court order authorizing the sealing of the specific Protected Material  
15 at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a  
16 request establishing that the Protected Material at issue is privileged, protectable  
17 as a trade secret, or otherwise entitled to protection under the law. If a Receiving  
18 Party's request to file Protected Material under seal is denied by the court, then the  
19 Receiving Party may file the information in the public record unless otherwise  
20 instructed by the court.  
21  
22  
23  
24  
25  
26  
27  
28

1 **14. FINAL DISPOSITION**

2 Within 60 days after the final disposition of this action, as defined in  
3 Section 5, each Receiving Party must return all Protected Material to the  
4 Producing Party or destroy such material. As used in this subdivision, “all  
5 Protected Material” includes all copies, abstracts, compilations, summaries, and  
6 any other format reproducing or capturing any of the Protected Material. Whether  
7 the Protected Material is returned or destroyed, the Receiving Party must submit a  
8 written certification to the Producing Party (and, if not the same person or entity,  
9 to the Designating Party) by the 60 day deadline that (1) identifies (by category,  
10 where appropriate) all the Protected Material that was returned or destroyed and  
11 (2) affirms that the Receiving Party has not retained any copies, abstracts,  
12 compilations, summaries or any other format reproducing or capturing any of the  
13 Protected Material. Notwithstanding this provision, Counsel are entitled to retain  
14 an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
15 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
16 reports, attorney work product, and consultant and expert work product, even if  
17 such materials contain Protected Material. Any such archival copies that contain or  
18 constitute Protected Material remain subject to this Protective Order as set forth in  
19 Section 5 (DURATION).  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 Any violation of this Order may be punished by any and all appropriate  
2 measures including, without limitation, contempt proceedings and/or monetary  
3 sanctions.  
4

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6  
7 DATED: November 11, 2016

THE LINDE LAW FIRM

8  
9 By: /s/ Douglas A. Linde  
10 Douglas A. Linde  
11 Erica Allen Gonzales  
12 Attorneys for Plaintiff  
13 *Winston Smith*

14 DATED: November 14, 2016

PHILLIPS, ERLEWINE, GIVEN &  
CARLIN LLP

15  
16 By: /s/ Nicholas A. Carlin  
17 Nicholas A. Carlin  
18 David M. Given  
19 Anna Gourgiotopoulou  
20 Attorneys for Defendants  
21 *Chapter 4 Corp.; Blackrock*  
*Creative Management Company*

22 **ORDER**

23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24  
25 DATED: November 16, 2016

/ s /  
26 Honorable Alka Sagar  
27 United States Magistrate Judge  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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 *Winston Smith v. Chapter 4 Corp., et al.*, USDC  
Central District Case No. CV16-03910 GW(ASx). 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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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: \_\_\_\_\_