

NOTE: CHANGES MADE BY THE COURT

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8 *Attorneys for Defendant and Counterclaimant*
 9 *VidAngel, Inc.*

10 UNITED STATES DISTRICT COURT
 11 CENTRAL DISTRICT OF CALIFORNIA
 12 WESTERN DIVISION

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 14 DISNEY ENTERPRISES, INC.;
 LUCASFILM LTD, LLC;
 15 TWENTIETH CENTURY FOX FILM
 CORPORATION; and WARNER
 16 BROS. ENTERTAINMENT INC.

17 Plaintiffs,

18 vs.

19 VIDANGEL, INC.,

20 Defendant.

21 VIDANGEL, INC.

22 Counterclaimant,

23 vs.

24 DISNEY ENTERPRISES, INC.;
 LUCASFILM LTD, LLC;
 25 TWENTIETH CENTURY FOX FILM
 CORPORATION; and WARNER
 26 BROS. ENTERTAINMENT INC.,

27 Counterclaim Defendants.

Case No. 2:16-cv-04109-AB-PLA

STIPULATED PROTECTIVE ORDER

Judge: Hon. André Birotte Jr.
Courtroom 4

1 WHEREAS, information and documents provided in discovery in the above-
2 captioned litigation, whether by a party or non-party, may be of a trade secret or
3 confidential nature within the meaning of Rule 26(c)(1)(G) of the Federal Rules of
4 Civil Procedure; and

5 WHEREAS, one of the purposes of this Stipulated Protective Order (the
6 “Order”) is to protect the confidentiality of information the designating party
7 reasonably believes is entitled to confidential treatment under applicable law;

8 IT IS HEREBY ORDERED THAT:

9 1. As used in this Order, “Litigation Material(s)” includes: (a) documents,
10 exhibits, answers to interrogatories, responses to requests for admissions, deposition
11 testimony and transcriptions (including exhibits), and all written, recorded, graphic
12 or electronically-stored matters (and all identical and non-identical copies thereof);
13 (b) any copies, notes, abstracts or summaries of such information, and the
14 information itself; and (c) any pleading, affidavit, declaration, brief, motion,
15 transcript, including exhibits to any of these, or other writing containing such
16 information.

17 2. Litigation Materials containing confidential or proprietary information,
18 including pricing, rates, customers/subscribers, company security matters, customer
19 lists, financial data and other non-public commercial, financial, research or technical
20 information, may be designated “Confidential” by any producing party (for purposes
21 of this Order, a “producing party” includes any non-party that produces information
22 in connection with the above-captioned litigation (“this litigation”). Litigation
23 Materials containing trade secret or other highly valuable proprietary or confidential
24 research, development or commercial information, including, but not limited to,
25 special formulas, proprietary software and/or computer programs, current or future
26 marketing plans, current or future business plans or strategies, current or future
27 plans for products or services, customer and subscriber data and information, vendor
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1 and/or supplier information, agreements with third parties, information regarding
2 current or future business or financial transactions, internal financial reports or
3 plans, current or future pricing, rates or planning information, financial data,
4 production data, internal notes, memoranda, logs or other data, and other highly
5 sensitive non-public commercial, financial, research or technical information that
6 the producing party believes, in good faith, should be afforded the highest level of
7 confidentiality hereunder (and subject to Paragraph 23), may be designated “Highly
8 Confidential” by any producing party.

9 3. All Litigation Materials provided (before or after entry of this Order) in
10 discovery in connection with this litigation, and the contents thereof: (a) shall be
11 used or disclosed by the parties, their counsel, or anyone else provided with
12 Litigation Materials pursuant to the terms of this order, solely for the purpose of the
13 prosecution or defense of this litigation, including preparing for and conducting pre-
14 trial, trial and post-trial proceedings in this litigation, and for no other purpose; (b)
15 shall not be used or disclosed for any business, commercial or competitive purpose;
16 and (c) shall not be used or disclosed in connection with any other litigation or
17 proceeding. In addition, Litigation Materials designated “Confidential” or “Highly
18 Confidential” and the contents thereof, shall not be disclosed other than as provided
19 by the terms of this Order.

20 4. Any Litigation Materials that the producing party disclosed to the
21 general public prior to their production in this litigation or disclosed during the
22 course of this litigation shall not be designated or treated as “Confidential” or
23 “Highly Confidential,” including without limitation for purposes of the temporary
24 treatment of produced Litigation Materials as “Confidential” as set forth in
25 Paragraph 6.a.i.

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1 5. Nothing in this Order affects the right of any producing party that
2 produced Litigation Materials to use or disclose such Litigation Materials, or the
3 contents thereof, in any way.

4 6. a.i. Any producing party may designate Litigation Materials, or
5 portions thereof, as confidential or highly confidential by marking them
6 “Confidential” or “Highly Confidential.” To provide the parties adequate
7 opportunity to properly designate Litigation Materials hereunder, all Litigation
8 Materials shall be deemed “Confidential,” whether or not stamped with that legend,
9 for five (5) calendar days following their production.

10 ii. The failure to designate Litigation Materials as “Confidential” or
11 “Highly Confidential” within that five (5) day period shall not waive a producing
12 party’s right to later so designate such Litigation Materials with prospective effect.
13 If Litigation Materials claimed to be “Confidential” or “Highly Confidential” were
14 previously produced without such designation but timely redesignated, such
15 Litigation Materials and all copies thereof shall within five (5) days of any written
16 notice requesting their return, be returned to the designating party for such
17 designation, destroyed, or stamped “Confidential” or “Highly Confidential,” as
18 requested by the designating party (a “designating party” may include a non-party
19 that is a producing party). The receiving party may challenge the designation of the
20 documents as provided in this Order, but the inadvertent production of Litigation
21 Materials (including, without limitation, testimony) claimed to be “Confidential” or
22 “Highly Confidential” without the designation shall not constitute a waiver of
23 confidentiality.

24 b. Counsel for a deponent may invoke the protections of this Order
25 by stating on the record during the deposition that some or all testimony given at the
26 deposition is designated “Confidential” or “Highly Confidential,” or by designating
27 the deposition transcript or portions with such designation(s) within fifteen (15)
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1 business days after receipt of the final deposition transcript. All information
2 disclosed during a deposition shall be deemed “Confidential” for fifteen (15)
3 business days, whether or not any portion of the transcript was so designated during
4 the deposition, and thereafter shall be treated as “Confidential” or “Highly
5 Confidential,” as applicable, if so designated. No person shall be present during any
6 portion of any deposition designated as provided herein, or any portion of any
7 deposition wherein Litigation Materials designated hereunder are disclosed, unless
8 that person is an authorized recipient of Litigation Materials containing
9 “Confidential” or “Highly Confidential” information under the terms of this Order
10 or unless all parties agree to allow the attendance of such person.

11 c. Written discovery, documents, and tangible things that meet the
12 requirements for the confidentiality designations set forth in this Order may be so
13 designated by placing the appropriate designation on at least the cover page of the
14 written material prior to production, except for documents produced in native format
15 which shall have the appropriate designation affixed on the face of the media
16 containing the native format documentation. To the extent that documents are
17 produced in electronic form, the addition of a confidentiality designation in the file
18 name, or in the name of the folder or database in which the file is produced, shall be
19 sufficient to provide notice of confidentiality and additional written notice will be
20 unnecessary. Tangible things not produced in documentary form may be designated
21 by affixing the appropriate designation on a cover page or label for such material
22 and in a prominent place on the exterior of the container or containers in which the
23 information or things are stored.

24 7. The producing party designating any Litigation Materials hereunder
25 shall, in the first instance, determine in good faith whether such Litigation Materials
26 contain “Confidential” or “Highly Confidential” information covered by this Order.
27 Another party may object in good faith to such designation. The objecting party and
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1 the other person(s) involved shall follow the provisions of Local Rule 37-1, *et seq.*,
2 of the Central District of California in (a) their attempt to informally resolve their
3 designation dispute and (b) any motion practice before this Court should such
4 dispute not be resolved informally, provided, however, that counsel, upon request
5 from one side, shall meet-and-confer pursuant to Local Rule 37-1 within two
6 business days of the written communication requesting the meet-and-confer; and
7 counsel shall provide the responsive portion of any joint stipulation pursuant to
8 Local Rule 37-2.2 within two business days of receiving the moving party's
9 material. Any Litigation Materials, the designation of which are subject to such
10 dispute, shall be treated as designated pending further order of the Court. The party
11 asserting the confidentiality of any such Litigation Materials shall bear the burden of
12 establishing that the Litigation Materials are entitled to be classified as designated.

13 8. If any Litigation Materials designated hereunder are used during the
14 course of a deposition, the portion of the deposition record containing testimony
15 related to such information shall be designated as "Confidential" or "Highly
16 Confidential," as applicable, and access thereto shall be limited pursuant to the
17 terms of this Order.

18 9. Litigation Materials designated or treated as "Confidential," copies or
19 extracts thereof and information contained therein, may be disclosed, given, shown,
20 made available, or communicated only to the following (and then only for purposes
21 of the prosecution, defense or appeal of this litigation):

- 22 a. employees of the parties provided they are deposition or trial
23 witnesses or are otherwise actively involved in the prosecution,
24 defense or appeal of this litigation and have executed the
25 attached Schedule A;
- 26 b. outside counsel retained by the parties to assist in the
27 prosecution, defense or appeal of this litigation, including
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1 employees of such counsel's firms, and any companies,
2 independent contractors or other litigation support service
3 personnel with whom such counsel works in connection with this
4 litigation, provided that such outside counsel have either
5 executed this Order or the attached Schedule A and that any
6 companies, independent contractors or other litigation support
7 service personnel with whom such counsel works in connection
8 with this litigation have executed the attached Schedule A;

9 c. in-house counsel for each party (and their paralegal, clerical
10 and/or secretarial assistants), provided that such in-house counsel
11 are actively involved in the prosecution, defense or appeal of this
12 litigation and are not acting in a business capacity;

13 d. consultants and/or experts retained by counsel or a party in
14 connection with this litigation to whom it is necessary that
15 "Confidential" Litigation Materials be shown for the sole
16 purpose of assisting in, or consulting with respect to, this
17 litigation, and only upon their agreement to be bound by this
18 Protective Order evidenced by execution of the attached
19 Schedule A;

20 e. any person expressly identified in any "Confidential" Litigation
21 Materials as an author, a recipient, or as to whom it is shown
22 (prior to reviewing the materials) the person has personal
23 knowledge of "Confidential" Litigation Materials;

24 f. any person employed by the party that produced the
25 "Confidential" Litigation Materials;

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- g. the Court in this litigation, and any members of its staff to whom it is necessary to disclose “Confidential” Litigation Materials for the purpose of assisting the Court in this litigation.
- h. stenographers, videographers and court reporters recording or transcribing testimony relating to this litigation and who have executed the attached Schedule A;
- i. personnel employed by anyone providing a receiving party with document litigation support, graphics, translation, design, and/or trial consulting services to whom disclosure is reasonably necessary for this litigation, provided that each such person, including their staff, has executed the attached Schedule A agreeing to be bound by the terms of this Order, and provided that such personnel are not an officer, director, or employee of the receiving party;
- j. any mediator assigned to hear this matter and his or her staff, subject to their agreement to maintain confidentiality to the same degree as required by this Protective Order;
- k. mock jurors who have executed the attached Schedule A agreeing to be bound by the terms and conditions of this Order (said signed acknowledgement for mock jurors need not be provided to counsel for any other party); and
- l. other persons only upon written consent of the producing person (which agreement may be recorded in a deposition or other transcript) or upon order of the Court issued after affording the producing person due notice and an opportunity to be heard.

10. Litigation Materials designated or treated as “Highly Confidential,” copies or extracts thereof, and information contained therein, shall be treated as

1 “Attorneys’ Eyes Only” and may be disclosed, given, shown, made available, or
2 communicated to only the following (and then only for purposes of the prosecution,
3 defense or appeal of this litigation):

4 a. outside counsel retained by the parties to assist in the
5 prosecution, defense or appeal of this litigation, including
6 employees of such counsel’s firms, and any companies,
7 independent contractors or other litigation support service
8 personnel with whom such counsel works in connection with this
9 litigation, provided that such outside counsel have either
10 executed this Order or the attached Schedule A and that any
11 companies, independent contractors or other litigation support
12 service personnel with whom such counsel works in connection
13 with this litigation have executed the attached Schedule A;

14 b. up to three (except in the case of Warner Bros., as to which the
15 number is four) in-house counsel for each party (i) who are
16 primarily responsible for overseeing the prosecution, defense or
17 appeal of this litigation on behalf of the party he or she
18 represents and he or she is not acting in a business capacity for
19 such party, (ii) who agree not to disclose any “Highly
20 Confidential” Litigation Materials to in-house attorneys not
21 responsible for overseeing the prosecution, defense or appeal of
22 this litigation on behalf of the party he or she represents, and
23 (iii) who have been disclosed to the opposing party without
24 objection within three (3) business days after such disclosure.
25 (The Plaintiffs have disclosed to Defendants the in-house counsel
26 for Plaintiffs Disney Enterprises, Inc. and Lucasfilm Ltd. LLC
27 (three total); Twentieth Century Fox Film Corporation (three
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1 total); and Warner Bros. Entertainment Inc. (four total) within
2 the scope of this section.) If the opposing party does object, the
3 parties shall follow the dispute resolution procedures (including
4 applicable timetables for the same) set forth in Paragraph 12
5 below.

- 6 c. outside consultants and/or experts retained by counsel or a party
7 in connection with this litigation to whom it is necessary that
8 “Highly Confidential” Litigation Materials be shown for the sole
9 purpose of assisting in, or consulting with respect to, this
10 litigation, and only upon their agreement to be bound by this
11 Protective Order evidenced by execution of the attached
12 Schedule A;
- 13 d. any person expressly identified in any “Highly Confidential”
14 Litigation Materials as an author, a recipient, or as to whom it is
15 shown (prior to reviewing the materials) the person has personal
16 knowledge of “Highly Confidential” Litigation Materials.;
- 17 e. any person employed by the party that produced the “Highly
18 Confidential” Litigation Materials;
- 19 f. the Court, and any members of its staff to whom it is necessary
20 to disclose “Highly Confidential” Litigation Materials for the
21 purpose of assisting the Court in this litigation;
- 22 g. stenographers, videographers and court reporters recording or
23 transcribing testimony relating to this litigation who have
24 executed the attached Schedule A;
- 25 h. other persons only upon written consent of the producing person
26 (which agreement may be recorded in a deposition or other
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1 transcript) or upon order of the Court after affording the
2 producing person due notice and an opportunity to be heard.

3 11. a. Before any of the persons described in paragraphs 9d and 10c
4 shall have access to “Confidential” or “Highly Confidential” material, he or she
5 must certify that he or she has been made aware of the provisions of this Order and
6 has manifested his or her assent to be bound thereby by signing a copy of the
7 attached Schedule A, and the signed Schedule A must be served upon the opposing
8 parties, along with a current resume or curriculum vitae reasonably identifying the
9 person, each individual or company for which the person has done work in the past
10 five years or with which the person has an agreement to do work in the future, and
11 his or her relationship, if any, to any party, competitor, or other client. The party
12 that produced the designated Litigation Material shall then have five business days
13 to serve a written objection to access by such person. Any written objection shall
14 state with specificity the reason(s) for such objection. If such objection is made,
15 there shall be no disclosure to such person except by agreement of the parties, by
16 order of the Court, or if the time for the objecting party to file a motion as set forth
17 herein has expired. If an objection is made to disclosure, counsel for the parties
18 shall meet and confer within two business days of the objection in an effort to reach
19 an agreement. Failing an agreement, the objecting party, to prevent such disclosure,
20 must provide its portion of a Local Rule 37-2 joint stipulation within two business
21 days of the meet-and-confer, and the responsive portion of the joint stipulation must
22 be provided not later than two business days after the provision of the objecting
23 party’s portion of the joint stipulation. On any such motion, the party that
24 designated the material shall bear the burden of showing why disclosure to the
25 person should be precluded.

26 b. The other persons described in paragraphs 9 and 10 and given
27 access to the “Confidential” and/or “Highly Confidential” material pursuant to the
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1 terms of this Order after signing a copy of the attached Schedule A do not need to be
2 disclosed to the opposing party prior to receipt of “Confidential” or “Highly
3 Confidential” materials. A list shall be maintained by counsel for the parties hereto
4 of the names of all persons who have signed Schedule A and to whom the content of
5 any “Highly Confidential” material is disclosed, or to whom the information
6 contained therein is disclosed, and such list shall be available for inspection by the
7 Court and opposing counsel upon good cause shown. At the time of the termination
8 of this lawsuit by settlement, judgment or otherwise, the parties hereto shall provide
9 other counsel with a copy of the pertinent aforementioned lists upon request. The
10 persons receiving “Confidential” or “Highly Confidential” material are enjoined
11 from disclosing it to any other person, except in conformance with this Order.

12 12. Each individual who receives any “Confidential” or “Highly
13 Confidential” material hereby agrees to subject himself/herself to the jurisdiction of
14 this Court for the purpose of any proceedings relating to the performance under,
15 compliance with or violation of this Order.

16 13. The recipient of any designated material that is provided under this
17 Order shall maintain such records in a secure and safe area and shall exercise the
18 same standard of due and proper care with respect to the storage, custody, use and/or
19 dissemination of such records as is exercised by the recipient with respect to his or
20 her own proprietary information.

21 14. Nothing in this Order shall allow non-testifying experts and consultants
22 to be deposed or otherwise be the subject of discovery other than as provided under
23 the Federal Rules of Civil Procedure.

24 15. a. Nothing in this Order shall prevent or otherwise restrict counsel
25 from rendering advice to their clients and, in the course thereof, relying generally on
26 designated Litigation Materials; provided, that in rendering such advice and
27 otherwise communicating with such client, counsel shall not make any disclosure of
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1 the specific substance of Litigation Materials so designated except as otherwise
2 allowed by this Order.

3 b. If, at any time, any Litigation Materials in the possession,
4 custody or control of any person other than the person who originally produced such
5 Litigation Materials are subpoenaed or requested by any court, administrative
6 agency, legislative body or other person or entity, the party to whom the subpoena
7 or other request is directed shall immediately give written notice thereof to each
8 party who has produced such Litigation Materials (directly or through the producing
9 party's outside counsel), and shall provide each producing party with an opportunity
10 to object and intervene as appropriate regarding the request for the production of
11 Litigation Materials. If a producing party does not object and/or intervene to
12 prevent disclosure of such documents within twenty-one (21) days of the date
13 written notice is given, the party to whom the subpoena or other request is directed
14 may produce such documents in response thereto. Nothing in this Section, however,
15 shall be interpreted to require the party to whom the subpoena or other request is
16 directed to refuse to comply with any legal duty or obligation imposed by a court or
17 other judicial, arbitral, administrative, or legislative body.

18 16. Except as agreed in writing by counsel of record or as ordered by the
19 Court, Litigation Materials designated or treated as "Confidential" or "Highly
20 Confidential" shall be submitted and/or filed under seal in accordance with Local
21 Rule 79-5. **Good cause must be shown for the under seal filing.**

22 17. Nothing herein shall prevent any of the parties from using Litigation
23 Materials designated hereunder in any trial in this litigation or from seeking further
24 protection with respect to the use of any designated Litigation Materials in any trial
25 in this litigation. Means to preserve the confidentiality of Litigation Materials
26 presented at any trial of this matter shall be considered and implemented prior to the
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1 beginning of such trial. Designated Litigation Materials that are not received into
2 evidence at trial shall retain their designated status under this Order.

3 18. The terms of this Order shall apply to all manner and means of
4 discovery. The provisions of this Order may be modified at any time by stipulation
5 of the parties, approved by order of the Court. In addition, a party may at any time
6 apply to the Court for modification of this Order. Nothing in this Order shall
7 constitute: (a) any agreement to produce in discovery any testimony, document or
8 other information; (b) a waiver of any right to object to or seek a further protective
9 order with respect to any discovery or other matter in this or any other litigation; or
10 (c) a waiver of any claim or immunity, protection, or privilege with respect to any
11 testimony, document or information.

12 19. In the event that Litigation Materials designated or treated as
13 “Confidential” or “Highly Confidential” are disclosed to someone not authorized to
14 receive such information under this Order, counsel of record for the party making
15 that disclosure shall, promptly upon learning of such disclosure, give notice to
16 counsel of record for the designating person and to counsel of record for the
17 producing person (if different), and shall describe the circumstances surrounding the
18 unauthorized disclosure.

19 20. If any party inadvertently produces in discovery any information
20 subject to attorney-client privilege, work-product doctrine or any other privilege,
21 protection or immunity, and the requirements of Federal Rule of Evidence 502(b)
22 have been satisfied, the producing party may (promptly upon learning of such
23 production) notify the receiving party(ies) of such production and seek the return
24 and/or destruction of such information as set forth below. Upon such notification:
25 the receiving party(ies) shall promptly return to the producing person or shall
26 destroy all such information (including, without limitation, all originals and copies
27 of any documents containing or comprising such information); the information
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1 (including, without limitation, all originals and copies of any documents containing
2 or comprising such information) shall continue to be privileged, protected, and/or
3 immune; and no use shall be made of such information (including, without
4 limitation, all originals and copies of any documents containing or comprising such
5 information) by the receiving party(ies), nor shall it be disclosed to anyone by the
6 receiving party(ies). The receiving party(ies) shall promptly provide to the
7 producing person a written certification of the complete return or destruction of such
8 information (including, without limitation, all originals and copies of any documents
9 containing or comprising such information); provided that, to the extent any
10 receiving party has incorporated any such information in its own work product, it
11 may (instead of providing such work product to the producing person) destroy such
12 information incorporated in that work product and promptly certify to such
13 destruction. Nothing herein, however, shall preclude the receiving party(ies) from
14 subsequently challenging that such materials are privileged, or that any such
15 privilege has not been waived.

16 21. Upon termination of this litigation and the request of the producing
17 person, the originals and all copies, whether exact copies or compilations, digests or
18 non-exact copies in any form, of Litigation Materials shall, within thirty (30) days,
19 be returned to the person who produced such Litigation Materials (with the resulting
20 shipping expense to be paid by the producing person), or shall be destroyed
21 (together with a written certification of the complete destruction of the Litigation
22 Materials), or shall otherwise be disposed as may be mutually agreeable among the
23 applicable persons. The obligation to return or destroy “Confidential” (as opposed
24 to “Highly Confidential”) materials shall be limited to reasonable efforts.
25 Nevertheless, counsel of record may retain their file copies of all court filings,
26 official transcripts and exhibits, any pleading transcript (for each deposition, hearing
27 and trial), written discovery responses, expert reports, and attorney work product,
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1 regardless of whether it contained protected Litigation Materials, provided that
2 counsel continues to treat all Litigation Materials in the manner provided in this
3 Order. Notwithstanding the provisions of this paragraph, inaccessible copies of
4 confidential or proprietary material, including electronic copies created through the
5 routine operation of the recipient(s)' standard archival and backup procedures, do
6 not need to be returned or destroyed.

7 22. This Order shall remain in force and effect until modified, superseded
8 or terminated by agreement of the parties hereto or by order of the Court. The
9 termination of this action shall not relieve the parties from complying with any
10 limitations imposed by this Order, and the Court shall retain jurisdiction to enforce
11 this Order.

12 23. The entry of this Order does not prevent any party from seeking a
13 further order of this Court pursuant to Rule 26(c) of the Federal Rules of Civil
14 Procedure. Without limiting the foregoing, in the event any party believes that
15 documents to be produced in this litigation merit additional protection and/or
16 restrictions on the categories of persons otherwise entitled to review "Confidential"
17 or "Highly Confidential" Litigation Materials, the party may request the other
18 party's (or parties') stipulation to such treatment, or, if necessary file a motion for an
19 order of this Court pursuant to Rule 26(c). Each party's agreement to this Stipulated
20 Protective Order is without prejudice to such party's right to seek or to oppose such
21 a motion.

22 24. The parties agree they will act in accordance with the terms and
23 conditions of this Order upon its execution by all parties even though it may not yet
24 have been so-ordered and entered by the Court.

25 25. This Order shall govern all discovery undertaken in this action.

26 **SO STIPULATED:**

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1 DATED: August 18, 2016

Respectfully submitted,

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BAKER MARQUART LLP

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By: /s/ Ryan G. Baker

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Ryan G. Baker

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Jaime W. Marquart

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Scott M. Malzahn

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Brian T. Grace

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*Attorneys for Defendant and
Counterclaimant*

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11 DATED: August 18, 2016

Respectfully submitted,

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MUNGER, TOLLES & OLSON LLP

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By: /s/ Kelly M. Klaus

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Glenn D. Pomerantz

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Kelly M. Klaus

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Rose Leda Ehler

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Allyson Bennett

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*Attorneys for Plaintiffs and
Counterdefendants*

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SO ORDERED:

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22 Dated: August 19, 2016

 /s/ - Paul L. Abrams

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Hon. Paul L. Abrams

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United States Magistrate Judge

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Schedule A

By my signature, I hereby acknowledge that I have read the Stipulated Protective Order, dated _____, 2016 (the “Protective Order”) entered in *Disney Enterprises, Inc., et al. v. VidAngel, Inc.*, (Case No. 2:16-cv-04109-AB-PLA), pending in the United States District Court for the Central District of California, and hereby agree to be bound by the terms thereof. I further agree that to the extent that my employees are provided with “Confidential” and/or “Highly Confidential” Litigation Materials, I will instruct such employees regarding the terms of the Protective Order. I further agree to subject myself to the jurisdiction of the United States District Court for the Central District of California with respect to all matters relating to compliance of the Protective Order.

Dated: _____

City and State: _____

Signature: _____

Title: _____

Address: _____
