



1 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
2 enter the following Stipulated Protective Order. The parties acknowledge that this  
3 Order does not confer blanket protections on all disclosures or responses to  
4 discovery and that the protection it affords from public disclosure and use extends  
5 only to the limited information or items that are entitled to confidential treatment  
6 under the applicable legal principles.

7 **B. GOOD CAUSE STATEMENT**

8 This action involves claims for copyright infringement and is likely to  
9 involve commercial, financial, and/or proprietary information for which special  
10 protection from public disclosure and from use for any purpose other than  
11 prosecution of this action is warranted. Such confidential and proprietary  
12 materials and information consist of, among other things, confidential business or  
13 financial information related to the development, financing, production, principal  
14 photography, marketing, distribution, display, exhibition, exploitation, streaming  
15 and/or broadcast of the motion picture at issue in this action (*i.e.*, *Sweet Micky for*  
16 *President*), information regarding confidential business practices, or other  
17 confidential research, development, or commercial information (including  
18 information implicating privacy rights of third parties), information otherwise  
19 generally unavailable to the public, or which may be privileged or otherwise  
20 protected from disclosure under state or federal statutes, court rules, case  
21 decisions, or common law. The parties recognize that discovery requesting the  
22 foregoing information from the parties, including development information,  
23 production information, financial information, market information and other  
24 commercially and competitively sensitive information may be necessary to prove  
25 and/or disprove Plaintiff's and Defendants' claims and defenses. Accordingly, to  
26 expedite the flow of information, to facilitate the prompt resolution of disputes  
27 over confidentiality of discovery materials, to adequately protect information the  
28 parties are entitled to keep confidential, to ensure that the parties are permitted

1 reasonable necessary uses of such material in preparation for and in the conduct of  
2 trial, to address their handling at the end of the litigation, and serve the ends of  
3 justice, a protective order for such information is justified in this matter. It is the  
4 intent of the parties that information will not be designated as confidential for  
5 tactical reasons and that nothing be so designated without a good faith belief that  
6 it has been maintained in a confidential, non-public manner, and there is good  
7 cause why it should not be part of the public record of this case.

8 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING**  
9 **UNDER SEAL**

10 The parties further acknowledge, as set forth in Section 12.4, below, that  
11 this Stipulated Protective Order does not entitle them to file confidential  
12 information under seal; Local Civil Rule 79-5 sets forth the procedures that must  
13 be followed and the standards that will be applied when a party seeks permission  
14 from the court to file material under seal.

15 There is a strong presumption that the public has a right of access to judicial  
16 proceedings and records in civil cases. In connection with non-dispositive  
17 motions, good cause must be shown to support a filing under seal. *See Kamakana*  
18 *v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v.*  
19 *Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v.*  
20 *Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated  
21 protective orders require good cause showing), and a specific showing of good  
22 cause or compelling reasons with proper evidentiary support and legal  
23 justification, must be made with respect to Protected Material that a party seeks to  
24 file under seal. The parties' mere designation of Disclosure or Discovery Material  
25 as CONFIDENTIAL does not— without the submission of competent evidence by  
26 declaration, establishing that the material sought to be filed under seal qualifies as  
27 confidential, privileged, or otherwise protectable—constitute good cause. Further,  
28 if a party requests sealing related to a dispositive motion or trial, then compelling

1 reasons, not only good cause, for the sealing must be shown, and the relief sought  
2 shall be narrowly tailored to serve the specific interest to be protected. *See Pintos*  
3 *v. Pacific Creditors Ass’n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item  
4 or type of information, document, or thing sought to be filed or introduced under  
5 seal in connection with a dispositive motion or trial, the party seeking protection  
6 must articulate compelling reasons, supported by specific facts and legal  
7 justification, for the requested sealing order. Again, competent evidence  
8 supporting the application to file documents under seal must be provided by  
9 declaration. Any document that is not confidential, privileged, or otherwise  
10 protectable in its entirety will not be filed under seal if the confidential portions  
11 can be redacted.

12 If documents can be redacted, then a redacted version for public viewing,  
13 omitting only the confidential, privileged, or otherwise protectable portions of the  
14 document, shall be filed. Any application that seeks to file documents under seal  
15 in their entirety should include an explanation of why redaction is not feasible.

## 16 **2. DEFINITIONS**

17 2.1 Action: This pending federal lawsuit, namely *Sweet Micky, LLC v.*  
18 *Showtime Networks, Inc., et al*, United States District Court, Central District of  
19 California, Case No. 16-cv-05227 RGK (AFMx).

20 2.2 Challenging Party: a Party or Non-Party that challenges the  
21 designation of information or items under this Order.

22 2.3 “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL-  
23 ATTORNEYS’ EYES ONLY” Information or Items: information (regardless of  
24 how it is generated, stored or maintained) or tangible things that qualify for  
25 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
26 the Good Cause Statement.

27 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
28 their support staff).

1           2.5 Designating Party: a Party or Non-Party that designates information  
2 of items that it produces in disclosures or in responses to discovery as  
3 “CONFIDENTIAL.”

4           2.6 Disclosure or Discovery Material: all items or information, regardless  
5 of the medium or manner in which it is generated, stored, or maintained  
6 (including, among other things, testimony, transcripts, and tangible things), that  
7 are produced or generated in disclosures or responses to discovery in this matter.

8           2.7 Expert: a person with specialized knowledge or experience in a  
9 matter pertinent to the litigation who has been retained by a Party or its counsel to  
10 serve as an expert witness or as a consultant in this Action.

11           2.8 House Counsel: attorneys who are employees of a party to this  
12 Action and such attorneys’ legal department staff that actively support this Action.  
13 House Counsel does not include Outside Counsel of Record or any other outside  
14 counsel.

15           2.9 Non-Party: any natural person, partnership, corporation, association  
16 or other legal entity not named as a Party to this action.

17           2.10 Outside Counsel of Record: attorneys who are not employees of a  
18 party to this Action but are retained to represent or advise a party to this Action  
19 and have appeared in this Action on behalf of that party or are affiliated with a law  
20 firm that has appeared on behalf of that party, and includes support staff.

21           2.11 Party: any party to this Action, including all of its officers, directors,  
22 employees, consultants, retained experts, and Outside Counsel of Record (and  
23 their support staffs).

24           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
25 Discovery Material in this Action.

26           2.13 Professional Vendors: persons or entities that provide litigation  
27 support services (e.g., photocopying, videotaping, translating, preparing exhibits  
28

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

3 2.14 Protected Material: any Disclosure or Discovery Material that is  
4 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-  
5 ATTORNEYS’ EYES ONLY.”

6 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
7 Material from a Producing Party.

8 **3. SCOPE**

9 The protections conferred by this Stipulation and Order cover not only  
10 Protected Material (as defined above), but also (1) any information copied or  
11 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
12 compilations of Protected Material; and (3) any testimony, conversations, or  
13 presentations by Parties or their Counsel that might reveal Protected Material.  
14 Any use of Protected Material at trial shall be governed by the orders of the trial  
15 judge. This Order does not govern the use of Protected Material at trial.

16 **4. CONTINUATION OF PROTECTION AFTER DISPOSITION**

17 Once a case proceeds to trial, information that was designated as  
18 CONFIDENTIAL or maintained pursuant to this protective order used or  
19 introduced as an exhibit at trial becomes public and will be presumptively  
20 available to all members of the public, including the press, unless compelling  
21 reasons supported by specific factual findings to proceed otherwise are made to  
22 the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81  
23 (distinguishing “good cause” showing for sealing documents produced in  
24 discovery from “compelling reasons” standard when merits-related documents are  
25 part of court record). Accordingly, the terms of this protective order do not extend  
26 beyond the commencement of the trial. If, however, the case does not proceed to  
27 trial, then the termination of the Action shall not relieve the Parties from the  
28 obligation of maintaining the confidentiality of all Protected Material produced

1 and designated pursuant to this Stipulated Protective Order, unless the Court  
2 orders or the Parties agree otherwise.

3 **5. DESIGNATING PROTECTED MATERIAL**

4 5.1 Exercise of Restraint and Care in Designating Material for  
5 Protection. Each Party or Non-Party that designates information or items for  
6 protection under this Order must take care to limit any such designation to specific  
7 material that qualifies under the appropriate standards. The Designating Party  
8 must designate for protection only those parts of material, documents, items or  
9 oral or written communications that qualify so that other portions of the material,  
10 documents, items or communications for which protection is not warranted are not  
11 swept unjustifiably within the ambit of this Order.

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

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

21 5.2 Manner and Timing of Designations. Except as otherwise provided  
22 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
23 stipulated or ordered, Disclosure or Discovery Material that qualifies for  
24 protection under this Order must be clearly so designated before the material is  
25 disclosed or produced.

26 Designation in conformity with this Order requires:

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

1 proceedings), that the Producing Party affix at a minimum, the legend  
2 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) or “HIGHLY  
3 CONFIDENTIAL-ATTORNEYS’ EYES ONLY” (hereinafter the “HIGHLY  
4 CONFIDENTIAL legend”), to each page that contains protected material. If only  
5 a portion of the material on a page qualifies for protection, the Producing Party  
6 also must clearly identify the protected portion(s) (e.g., by making appropriate  
7 markings in the margins).

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

20 (b) for testimony given in depositions that the Designating Party  
21 identifies the Disclosure or Discovery Material on the record, before the close of  
22 the deposition all protected testimony. In the absence of any court order  
23 authorizing the de-designation or public disclosure of any deposition or portion  
24 thereof designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-  
25 ATTORNEYS’ EYES ONLY”, the Parties shall not disclose, disseminate, post on  
26 the internet or otherwise release or provide any portion of any deposition directly  
27 or indirectly to the media, including without limitation all of the following: news  
28 outlets, journalists, media organizations, newspapers, periodicals, magazines,



1 publishers, publications, television stations, radio stations, tabloids, internet  
2 service providers, databases, blogs, internet social networks (*e.g.*, Twitter,  
3 Facebook, MySpace, etc.), podcasts, publishers, publishers, databases, internet  
4 publications, and any other person or enterprise involved in the print, wire,  
5 internet or electronic media (all collectively the “Media”).

6 In the absence of any court order authorizing de-designation or public  
7 disclosure, any direct or indirect disclosure of any deposition, or any portion or  
8 the content thereof, to the Media would constitute violation of this Order.  
9 Counsel for the Parties shall take appropriate steps to prevent any portions of the  
10 transcripts or visual (non-print) versions of such depositions, or any portion or the  
11 content thereof, from being disclosed to the Media;

12 For the avoidance of any doubt, the videos of depositions taken in this  
13 action (hereinafter “Video” or “Videos”) shall not be disseminated, disclosed or  
14 provided to the Media or any Non-Party under any circumstances whatsoever,  
15 except as otherwise expressly permitted in this Protective Order or as authorized  
16 by a court order;

17 In the case of each Video of any deposition, the notation  
18 “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” shall be affixed to  
19 the outside of each original and copy of the medium or its container so as to  
20 clearly give notice of the designation. In addition, each container for the Videos  
21 shall have affixed to its exterior the following prominent and conspicuous legend:

22 “THIS VIDEO CONTAINS CONFIDENTIAL  
23 INFORMATION SUBJECT TO A PROTECTIVE ORDER.  
24 UNAUTHORIZED ACCESS TO, USE OF, OR  
25 DISCLOSURE OF ANY PART OF THIS TRANSCRIPT OR  
26 ANY OF ITS CONTENTS IS A VIOLATION COURT  
27 ORDER, A COPY OF WHICH IS CONTAINED HEREIN.”

28

1 (c) for information produced in some form other than documentary and  
2 for any other tangible items, that the Producing Party affix in a prominent place on  
3 the exterior of the container or containers in which the information is stored the  
4 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS  
5 EYES ONLY.” If only a portion or portions of the information warrants  
6 protection, the Producing Party, to the extent practicable, shall identify the  
7 protected portion(s).

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
9 failure to designate qualified information or items does not, standing alone, waive  
10 the Designating Party’s right to secure protection under this Order for such  
11 material. Upon timely correction of a designation, the Receiving Party must make  
12 reasonable efforts to assure that the material is treated in accordance with the  
13 provisions of this Order.

14 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
16 designation of confidentiality at any time that is consistent with the Court’s  
17 Scheduling Order.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
19 resolution process under Local Rule 37-1 et seq.

20 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
21 joint stipulation pursuant to Local Rule 37-2.

22 6.4 The burden of persuasion in any such challenge proceeding shall be  
23 on the Designating Party. Frivolous challenges, and those made for an improper  
24 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
25 parties) may expose the Challenging Party to sanctions. Unless the Designating  
26 Party has waived or withdrawn the confidentiality designation, all parties shall  
27 continue to afford the material in question the level of protection to which it is  
28

1 entitled under the Producing Party's designation until the Court rules on the  
2 challenge.

3 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

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

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

14 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
15 otherwise ordered by the court or permitted in writing by the Designating Party, a  
16 Receiving Party may disclose any information or item designated  
17 "CONFIDENTIAL" only to:

18 (a) the Receiving Party's Outside Counsel of Record in this  
19 Action, as well as employees of said Outside Counsel of Record to whom it is  
20 reasonably necessary to disclose the information for this Action;

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

24 (c) Experts (as defined in this Order) of the Receiving Party to  
25 whom disclosure is reasonably necessary for this Action and who have signed the  
26 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

27 (d) the court and its personnel;

28 (e) court reporters and their staff;

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

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

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

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

21 7.3 Disclosure of “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES  
22 ONLY” Information or Items. Unless otherwise ordered by the court or permitted  
23 in writing by the Designating Party, a Receiving Party may disclose any  
24 information or item designated “HIGHLY CONFIDENTIAL-ATTORNEYS’  
25 EYES ONLY” only to:

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

1 (b) the Receiving Party's House Counsel who are required to  
2 participate in policy decisions with reference to this Action and provided that,  
3 prior to the disclosure, any such House Counsel is provided with a copy of this  
4 Protective Order and acknowledges in writing that he or she agrees to be bound by  
5 these terms by executing the "Acknowledgment and Agreement to Be Bound"  
6 (Exhibit "A");

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

10 (d) the Court and its personnel (under seal prior to the time of  
11 trial);

12 (e) court reporters and their staff (subject to execution of the  
13 "Acknowledgment and Agreement to Be Bound" (Exhibit "A"));

14 (f) Professional jury or trial consultants, mock jurors, and  
15 Professional Vendors to whom disclosure is reasonably necessary for this Action  
16 and who have signed the "Acknowledgment and Agreement to Be Bound"  
17 (Exhibit "A");

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

21 (h) during their depositions, witnesses, and attorneys for  
22 witnesses, in the Action to whom disclosure is reasonably necessary but (1) only  
23 to the extent necessary to assist in the conduct or preparation of this litigation; and  
24 (2) only after the Deponent has certified in writing (by executing an  
25 acknowledgment in the form attached hereto as Exhibit "A") that he or she has  
26 read this Protective Order and agrees to be bound by its terms and conditions or  
27 has been personally served with the Protective Order on the record of his or her  
28

1 Deposition in the presence of counsel for all Parties who have appeared in the  
2 action;

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

6 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
7 **PRODUCED IN OTHER LITIGATION**

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

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

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

17 (c) cooperate with respect to all reasonable procedures sought to  
18 be pursued by the Designating Party whose Protected Material may be affected. If  
19 the 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” before a determination by the court from which the  
22 subpoena or order issued, unless the Party has obtained the Designating Party’s  
23 permission. The Designating Party shall bear the burden and expense of seeking  
24 protection in that court of its confidential material and nothing in these provisions  
25 should be construed as authorizing or encouraging a Receiving Party in this  
26 Action to disobey a lawful directive from another court.

27  
28

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

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

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

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

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

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

21 (c) If the Non-Party fails to seek a protective order from this court within  
22 14 days of receiving the notice and accompanying information, the Receiving  
23 Party may produce the Non-Party’s confidential information responsive to the  
24 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
25 Party shall not produce any information in its possession or control that is subject  
26 to the confidentiality agreement with the Non-Party before a determination by the  
27 court. Absent a court order to the contrary, the Non-Party shall bear the burden  
28 and expense of seeking protection in this court of its Protected Material.

1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

11 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
12 **OTHERWISE PROTECTED MATERIAL**

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

26 **12. MISCELLANEOUS**

27 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
28 any person to seek its modification by the Court in the future. Additionally, the



1 Parties may amend or modify any provision of this Stipulated Protective Order by  
2 mutual agreement.

3 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
4 Protective Order, no Party waives any right it otherwise would have to object to  
5 disclosing or producing any information or item on any ground not addressed in  
6 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
7 any ground to use in evidence of any of the material covered by this Protective  
8 Order.

9 12.3 No Waiver. No action taken in accordance with the Stipulated  
10 Protective Order shall be construed as a waiver of any claim or defense in the  
11 Action or of any position as to discoverability or admissibility of evidence. Nor  
12 shall the designation, or lack of designation of a particular document constitute  
13 evidence that the document does, or does not in fact constitute Protected Material.

14 12.4 Filing Protected Material. A Party that seeks to file under seal any  
15 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
16 may only be filed under seal pursuant to a court order authorizing the sealing of  
17 the specific Protected Material at issue. If a Party's request to file Protected  
18 Material under seal is denied by the court, then the Receiving Party may file the  
19 information in the public record unless otherwise instructed by the court.

20 **13. FINAL DISPOSITION**

21 After the final disposition of this Action, as defined in paragraph 4, within  
22 60 days of a written request by the Designating Party, each Receiving Party must  
23 return all Protected Material to the Producing Party or destroy such material. As  
24 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
25 compilations, summaries, and any other format reproducing or capturing any of  
26 the Protected Material. Whether the Protected Material is returned or destroyed,  
27 the Receiving Party must submit a written certification to the Producing Party  
28 (and, if not the same person or entity, to the Designating Party) by the 60 day

1 deadline that (1) identifies (by category, where appropriate) all the Protected  
2 Material that was returned or destroyed and (2) affirms that the Receiving Party  
3 has not retained any copies, abstracts, compilations, summaries or any other  
4 format reproducing or capturing any of the Protected Material. Notwithstanding  
5 this provision, Counsel are entitled to retain an archival copy of all pleadings,  
6 motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
7 correspondence, deposition and trial exhibits, expert reports, attorney work  
8 product, and consultant and expert work product, even if such materials contain  
9 Protected Material. Any such archival copies that contain or constitute Protected  
10 Material remain subject to this Protective Order as set forth in Section 4  
11 (DURATION).

12 **14. VIOLATION**

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

15 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

16  
17 Dated: February 27, 2017

LAVELY & SINGER  
PROFESSIONAL CORPORATION

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19 By: /s/ Martin D. Singer  
20 MARTIN D. SINGER  
21 Attorneys for Plaintiff  
22 SWEET MICKY LLC

23 Dated: February 27, 2017

KATTEN MUCHIN ROSENMAN LLP  
DAVID HALBERSTADTER

24  
25 By: /s/ David Halberstadter  
26 DAVID HALBERSTADTER  
27 Attorneys for Defendants  
28 SHOWTIME NETWORKS INC.  
and SHOWTIME DIGITAL INC.

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Pursuant to Central District Local Rule 5-4.3.4(a)(2)(i), the filer attests that all other signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

Dated: February 27, 2017

LAVELY & SINGER  
PROFESSIONAL CORPORATION

By: /s/ Martin D. Singer  
MARTIN D. SINGER  
Attorneys for Plaintiff  
SWEET MICKY LLC

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 3/1/ 2017



ALEXANDER F. MacKINNON  
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 \_\_\_\_\_ in the case of *Sweet Micky, LLC v. Showtime Networks, Inc.,  
et al*, United States District Court, Central District of California, Case No. 16-cv-  
05227 RGK (AFMx).. 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 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: \_\_\_\_\_