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10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 LIVE FACE ON WEB, LLC,  
13 A Pennsylvania limited liability company,

14 Plaintiff,

15 vs.

16 FREE MY PAWS, INC., *et al.*,

17 Defendants.

Case No. 2:16-cv-08506-RSWL-SK  
Hon. Ronald S. W. Lew

**STIPULATION AND ~~PROPOSED~~**  
**ORDER RE: PROTECTIVE ORDER**

18  
19  
20 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, Plaintiff Live Face  
21 on Web, LLC (“Plaintiff” or “LFOW”), and Defendants Free My Paws, Inc. and Jason  
22 Michaels (“Defendants”), through counsel undersigned, jointly submit this Stipulated  
23 Protective Order to govern the handling of information and materials produced in the  
24 course of discovery or filed with the Court in this Action:

25 **1. PURPOSES, LIMITATIONS AND GOOD CAUSE.**

26 1.1. Purpose and Limitations. Disclosure and discovery activity in this Action are likely  
27 to involve production of confidential, proprietary, or private information for which  
28 special protection from public disclosure and from use for any purpose other than

1 prosecuting this Action may be warranted. Accordingly, the parties hereby stipulate  
2 to and petition the court to enter the following Stipulated Protective Order. The  
3 parties acknowledge that this Order does not confer blanket protections on all  
4 disclosures or responses to discovery and that the protection it affords from public  
5 disclosure and use extends only to the limited information or items that are entitled  
6 to confidential treatment under the applicable legal principles. The parties further  
7 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective  
8 Order does not entitle them to file confidential information under seal; Civil Local  
9 Rule 79-5 sets forth the procedures that must be followed and the standards that will  
10 be applied when a party seeks permission from the court to file material under seal.

11 1.2. Good Cause Statement. It is the intent of the parties and the Court that information  
12 will not be designated as confidential for tactical reasons in this case and that  
13 nothing be so designated without a good faith belief that there is good cause why it  
14 should not be part of the public record of this case. Generally, information and  
15 documents shall be designated where the Designating Party believes is proprietary,  
16 confidential, and/or is trade secret, and which the Designating Party would not  
17 publicly release. Examples of confidential information that the parties may seek to  
18 protect from unrestricted or unprotected disclosure include:

- 19 • Information that is the subject of a non-disclosure or confidentiality  
20 agreement or obligation;
- 21 • The names, or other information tending to reveal the identity of a Party's  
22 supplier, designer, distributor, or customer;
- 23 • Agreements with third-parties;
- 24 • Research and development information;
- 25 • Proprietary engineering or technical information, including product design,  
26 manufacturing techniques, processing information, drawings, memoranda and  
27 reports;
- 28

- 1 • Information related to budgets, sales, profits, costs, margins, product pricing,  
2 or other internal financial/accounting information, including non-public  
3 information related to financial condition or performance and income or other  
4 non-public tax information;
- 5 • Information related to internal operations including personnel information;
- 6 • Information related to past, current and future product development;
- 7 • Information related to past, current and future market analyses and business  
8 and marketing development, including plans, strategies, forecasts and  
9 competition;
- 10 • Information related to employees and their employment;
- 11 • Information related a treatment received by a specific patient (as applicable);  
12 and,
- 13 • Trade secrets (as defined by the jurisdiction in which the information is  
14 located).

15 Unrestricted or unprotected disclosure of such confidential, technical,  
16 commercial or personal information would result in prejudice or harm to the  
17 Designating Party by revealing the Designating Party’s competitive confidential  
18 information, which has been developed at the expense of the Designating Party  
19 and which represents valuable tangible and intangible assets of that party.  
20 Additionally, privacy interests must be safeguarded. Accordingly, the parties  
21 respectfully submit that there is good cause for the entry of this Protective Order.  
22

## 23 **2. DEFINITIONS.**

24 2.1. Action: The above captioned federal lawsuit.

25 2.2. “ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive

26 “Confidential Information or Items,” disclosure of which to another Party or Non-  
27 Party would create a substantial risk of serious harm that could not be avoided by  
28

1 less restrictive means. The Parties agree that the designations under this Stipulation  
2 and Protective Order of “ATTORNEYS’ EYES ONLY” shall be limited to:

3 2.2.1. Unredacted licenses for what Plaintiff asserts is for version 7.0.0 of the LFOW  
4 Code;

5 2.2.2. Sales documents/licenses of the Parties to the extent that such documents are  
6 responsive to any request and/or the Court orders disclosure of the same;

7 2.2.3. Unredacted or non-anonymized documents that reveal Customer and vendor  
8 identities and/or contact information (to the extent called for in a request);

9 2.2.4. Financial statements of the Parties;

10 2.2.5. Defendants’ tax returns to the extent that Defendant’s financial statements are  
11 unavailable (and for which Defendant waives the tax return privilege);

12 2.2.6. A five-page document (copyright 2007) that LFOW deems trade secret that is  
13 confidentially shared with its production partners which detail production costs  
14 of flash videos; and

15 2.2.7. A letter between LFOW and a customer dated 8/24/2009.

16 2.2.8. No other Disclosure or Discovery Material will be designated  
17 “ATTORNEYS’ EYES ONLY” except upon specific agreement of the Parties  
18 or further order of the Court.

19 2.3. Challenging Party: a Party or Non-Party that challenges the designation of  
20 information or items under this Order.

21 2.4. “CONFIDENTIAL” Information or Items: information (regardless of how it is  
22 generated, stored or maintained) or tangible things that qualify for protection under  
23 Federal Rule of Civil Procedure 26(c).

24 2.5. Counsel (without qualifier): Outside Counsel of Record (as well as their support  
25 staff).

26 2.6. Designating Party: a Party or Non-Party that designates information or items that it  
27 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or  
28 “ATTORNEYS’ EYES ONLY”.

- 1 2.7. Disclosure or Discovery Material: all items or information, regardless of the  
2 medium or manner in which it is generated, stored, or maintained (including, among  
3 other things, testimony, transcripts, and tangible things), that are produced or  
4 generated in disclosures or responses to discovery in this matter.
- 5 2.8. Expert: a person with specialized knowledge or experience in a matter pertinent to  
6 the litigation who has been retained by a Party or its counsel to serve as an expert  
7 witness or as a consultant in this Action.
- 8 2.9. Non-Party: any natural person, partnership, corporation, association, or other legal  
9 entity not named as a Party to this Action.
- 10 2.10. Outside Counsel of Record: attorneys who are not employees of a party to this  
11 Action but are retained to represent or advise a party to this Action and have  
12 appeared in this Action on behalf of that party or are affiliated with a law firm which  
13 has appeared on behalf of that party.
- 14 2.11. Party: any party to this Action, including all of its officers, directors, employees,  
15 consultants, and Outside Counsel of Record (and their support staffs).
- 16 2.12. Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
17 Material in this Action.
- 18 2.13. Professional Vendors: persons or entities that provide litigation support services  
19 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,  
20 and organizing, storing, or retrieving data in any form or medium) and their  
21 employees and subcontractors.
- 22 2.14. Protected Material: any Disclosure or Discovery Material that is designated as  
23 “CONFIDENTIAL,” or as “ATTORNEYS’ EYES ONLY.”
- 24 2.15. Receiving Party: a Party that receives Disclosure or Discovery Material from a  
25 Producing Party.
- 26

27 **3. SCOPE.** The protections conferred by this Stipulation and Order cover not only  
28 Protected Material (as defined above), but also (1) any information copied or extracted

1 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
2 Protected Material; and (3) any testimony, conversations, or presentations by Parties or  
3 their Counsel that might reveal Protected Material. Any use of Protected Material at  
4 trial shall be governed by the orders of a trial judge. This Order does not govern the use  
5 of Protected Material at trial.

6 3.1. Exclusions. The protections conferred by this Stipulation and Order do not cover the  
7 following information: (a) any information that is in the public domain at the time of  
8 disclosure to a Receiving Party or becomes part of the public domain after its  
9 disclosure to a Receiving Party as a result of publication not involving a violation of  
10 this Order, including becoming part of the public record through trial or otherwise;  
11 (b) any information known to the Receiving Party prior to the disclosure or obtained  
12 by the Receiving Party after the disclosure from a source who obtained the  
13 information lawfully and under no obligation of confidentiality to the Designating  
14 Party; and (c) any Protected Material that is disclosed at trial that was not afforded  
15 protection by the trial judge.

16 3.2. Nothing in this Stipulated Protective Order shall govern or apply to a Party's use or  
17 disclosure of its own Disclosure or discovery Material.

18  
19 **4. DURATION.** Consistent with the exclusions set forth in Section 3.1 and 3.2, even after  
20 final disposition of this Action, the confidentiality obligations imposed by this Order  
21 shall remain in effect until a Designating Party agrees otherwise in writing or a court  
22 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal  
23 of all claims and defenses in this Action, with or without prejudice; and (2) final  
24 judgment herein after the completion and exhaustion of all appeals, rehearings,  
25 remands, trials, or reviews of this Action, including the time limits for filing any  
26 motions or applications for extension of time pursuant to applicable law.

27  
28 **5. DESIGNATING PROTECTED MATERIAL.**

1 5.1. Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
2 Non-Party that designates information or items for protection under this Order must  
3 take care to limit any such designation to specific material that qualifies under the  
4 appropriate standards. To the extent it is practical to do so, the Designating Party  
5 must designate for protection only those parts of material, documents, items, or oral  
6 or written communications that qualify – so that other portions of the material,  
7 documents, items, or communications for which protection is not warranted are not  
8 swept unjustifiably within the ambit of this Order. Mass, indiscriminate, or  
9 routinized designations are prohibited. Designations that are shown to be clearly  
10 unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
11 encumber or retard the case development process or to impose unnecessary  
12 expenses and burdens on other parties) expose the Designating Party to sanctions. If  
13 it comes to a Designating Party’s attention that information or items that it  
14 designated for protection do not qualify for protection at all or do not qualify for the  
15 level of protection initially asserted, that Designating Party must promptly notify all  
16 other parties that it is withdrawing the mistaken/inapplicable designation.

17 5.2. Manner and Timing of Designations. Except as otherwise provided in this Order  
18 (see, e.g., second paragraph of section 5.2.1 below), or as otherwise stipulated or  
19 ordered, Disclosure or Discovery Material that qualifies for protection under this  
20 Order must be clearly so designated before the material is disclosed or produced.  
21 Designation in conformity with this Order requires:

22 5.2.1. **Documents:** for information in documentary form (e.g., paper or electronic  
23 documents, but excluding transcripts of depositions or other pretrial or trial  
24 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or  
25 “ATTORNEYS’ EYES ONLY” to each page that contains protected material. If  
26 only a portion or portions of the material on a page qualifies for protection, the  
27 Producing Party also must clearly identify the protected portion(s) (e.g., by  
28

1 making appropriate markings in the margins) and must specify, for each portion,  
2 the level of protection being asserted.

3 **5.2.2. Originals:** A Party or Non-Party that makes original documents or materials  
4 available for inspection need not designate them for protection until after the  
5 inspecting Party has indicated which material it would like copied and produced.  
6 During the inspection and before the designation, all of the material made  
7 available for inspection shall be deemed “ATTORNEYS’ EYES ONLY.” After  
8 the inspecting Party has identified the documents it wants copied and produced,  
9 the Producing Party must determine which documents, or portions thereof,  
10 qualify for protection under this Order. Then, before producing the specified  
11 documents, the Producing Party must affix the appropriate legend  
12 (“CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY”) to each page that  
13 contains Protected Material. If only a portion or portions of the material on a  
14 page qualifies for protection, the Producing Party also must clearly identify the  
15 protected portion(s) (e.g., by making appropriate markings in the margins) and  
16 must specify, for each portion, the level of protection being asserted.

17 **5.2.3. Testimony:** for testimony given in deposition that the Designating Party  
18 identify on the record, before the close of the deposition, all protected testimony  
19 and specify the level of protection being asserted. When it is impractical to  
20 identify separately each portion of testimony that is entitled to protection and it  
21 appears that substantial portions of the testimony may qualify for protection, the  
22 Designating Party may invoke on the record (before the deposition, hearing, or  
23 other proceeding is concluded) a right to have up to 21 days to identify the  
24 specific portions of the testimony as to which protection is sought and to specify  
25 the level of protection being asserted. Only those portions of the testimony that  
26 are appropriately designated for protection within the 21 days shall be covered  
27 by the provisions of this Stipulated Protective Order.  
28



1 5.2.4. **Other items:** for information produced in some form other than documentary  
2 and for any other tangible items, that the Producing Party affix in a prominent  
3 place on the exterior of the container or containers in which the information or  
4 item is stored the legend “CONFIDENTIAL” or “ATTORNEYS’ EYES  
5 ONLY”. If only a portion or portions of the information or item warrant  
6 protection, the Producing Party, to the extent practicable, shall identify the  
7 protected portion(s) and specify the level of protection being asserted.

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

## 14 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

15 6.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of  
16 confidentiality at any time that is consistent with the Court’s scheduling Order.  
17 Unless a prompt challenge to a Designating Party’s confidentiality designation is  
18 necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
19 burdens, or a significant disruption or delay of the litigation, a Party does not waive  
20 its right to challenge a confidentiality designation by electing not to mount a  
21 challenge promptly after the original designation is disclosed. Any motion  
22 challenging confidentiality designations pursuant to this paragraph must be brought  
23 in strict compliance with Local Rules 37-1 and 37-2, in their entirety, including the  
24 Joint Stipulation Requirement.

25 6.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution process  
26 under local Rule 37.1 et seq.

27 6.3. The burden of persuasion in any such challenge proceeding shall be on the  
28 Designating Party. Frivolous challenges and those made for an improper purpose

1 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
2 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
3 the confidentiality designation by failing to file an applicable motion (e.g. to retain  
4 confidentiality), all parties shall continue to afford the material in question the level  
5 of protection to which it is entitled under the Producing Party’s designation until the  
6 court rules on the challenge.  
7

## 8 **7. ACCESS TO AND USE OF PROTECTED MATERIAL.**

9 7.1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
10 produced by another Party or by a Non-Party in connection with this case only for  
11 prosecuting, defending, or attempting to settle this Action. Such Protected Material  
12 may be disclosed only to the categories of persons and under the conditions  
13 described in this Order. When the Action has been terminated, a Receiving Party  
14 must comply with the provisions of section 13 below (FINAL DISPOSITION).  
15 Protected Material must be stored and maintained by a Receiving Party at a location  
16 and in a secure manner that ensures that access is limited to the persons authorized  
17 under this Order.

18 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered  
19 by the court or permitted in writing by the Designating Party, a Receiving Party may  
20 disclose any information or item designated “CONFIDENTIAL” only to:

21 7.2.1. the Receiving Party’s Outside Counsel of Record in this Action, as well as  
22 employees of said Outside Counsel of Record to whom it is reasonably  
23 necessary to disclose the information for this Action;

24 7.2.2. the officers, directors, and employees of the Receiving Party to whom  
25 disclosure is reasonably necessary for this Action and who have signed the  
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A);  
27  
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1 7.2.3. Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
2 reasonably necessary for this Action and who have signed the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 7.2.4. the court and its personnel;

5 7.2.5. court reporters and their staff;

6 7.2.6. professional jury or trial consultants, and Professional Vendors to whom  
7 disclosure is reasonably necessary for this Action and who have signed the  
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

9 7.2.7. the author or recipient of a document containing the information or a custodian  
10 or other person who otherwise possessed or knew the information;

11 7.2.8. during their depositions, witnesses in the Action to whom disclosure is  
12 reasonably necessary and who have signed the “Acknowledgment and  
13 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the  
14 Designating Party or ordered by the court. Pages of transcribed deposition  
15 testimony or exhibits to depositions that reveal Protected Material must be  
16 separately bound by the court reporter and may not be disclosed to anyone  
17 except as permitted under this Stipulated Protective Order; and

18 7.2.9. Any mediator or settlement officer, and their supporting personnel, mutually  
19 agreed upon by any of the parties engaged in settlement discussions.

20 7.3. Disclosure of “ATTORNEYS’ EYES ONLY” Information or Items. Unless  
21 otherwise ordered by the court or permitted in writing by the Designating Party, a  
22 Receiving Party may disclose any information or item designated “ATTORNEYS’  
23 EYES ONLY” only to:

24 7.3.1. the Receiving Party’s Outside Counsel of Record in this Action, as well as  
25 employees of said Outside Counsel of Record to whom it is reasonably  
26 necessary to disclose the information for this Action;

1 7.3.2. Experts of the Receiving Party (1) to whom disclosure is reasonably necessary  
2 for this Action, and (2) who have signed the “Acknowledgment and Agreement  
3 to Be Bound” (Exhibit A);

4 7.3.3. the court and its personnel;

5 7.3.4. court reporters and their staff;

6 7.3.5. professional jury or trial consultants, and Professional Vendors to whom  
7 disclosure is reasonably necessary for this Action and who have signed the  
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

9 7.3.6. the author or recipient of a document containing the information or a custodian  
10 or other person who otherwise possessed or knew the information; and

11 7.3.7. Any mediator or settlement officer, and their supporting personnel, mutually  
12 agreed upon by any of the parties engaged in settlement discussions.

13 7.4. Procedures for Approving or Objecting to Disclosure of “ATTORNEYS’ EYES  
14 ONLY” Information or Items to Experts.

15 7.4.1. Unless otherwise ordered by the court or agreed to in writing by the  
16 Designating Party, a Party that seeks to disclose to an Expert (as defined in this  
17 Order) any information or item that has been designated “ATTORNEYS’ EYES  
18 ONLY” pursuant to paragraph 7.3 et seq. first must make a written request to the  
19 Designating Party that (1) identifies the general categories of “ATTORNEYS’  
20 EYES ONLY” information that the Receiving Party seeks permission to disclose  
21 to the Expert, (2) sets forth the full name of the Expert and the city and state of  
22 his or her primary residence, (3) attaches a copy of the Expert’s current resume,  
23 (4) identifies the Expert’s current employer(s), (5) identifies each person or  
24 entity from whom the Expert has received compensation or funding for work in  
25 his or her areas of expertise or to whom the expert has provided professional  
26 services, including in connection with a litigation, at any time during the  
27 preceding five years, and (6) identifies (by name and number of the case, filing  
28 date, and location of court) any litigation in connection with which the Expert

1 has offered expert testimony, including through a declaration, report, or  
2 testimony at a deposition or trial, during the preceding five years.

3 7.4.2. A Party that makes a request and provides the information specified in the  
4 preceding respective paragraphs may disclose the subject Protected Material to  
5 the identified Expert unless, within 14 days of delivering the request, the Party  
6 receives a written objection from the Designating Party. Any such objection  
7 must set forth in detail the grounds on which it is based.

8 7.4.3. A Party that receives a timely written objection must meet and confer with the  
9 Designating Party (through direct voice to voice dialogue) to try to resolve the  
10 matter by agreement within seven days of the written objection. If no agreement  
11 is reached, the Party seeking to make the disclosure to the Expert may file a  
12 motion as provided in Civil Local Rule 7 (and in compliance with Civil Local  
13 Rule 79-5, if applicable) seeking permission from the court to do so. Any such  
14 motion must describe the circumstances with specificity, set forth in detail the  
15 reasons why the disclosure to the Expert is reasonably necessary, assess the risk  
16 of harm that the disclosure would entail, and suggest any additional means that  
17 could be used to reduce that risk. In addition, any such motion must be  
18 accompanied by a competent declaration describing the parties' efforts to  
19 resolve the matter by agreement (i.e., the extent and the content of the meet and  
20 confer discussions) and setting forth the reasons advanced by the Designating  
21 Party for its refusal to approve the disclosure. **Any motion to challenge a  
22 Party's designation of material as Protected Material or seeking permission  
23 to disclose Protected Material to an Expert must be brought in strict  
24 compliance with Local Rules 37-1 and 37-2, in their entirety, including the  
25 Joint Stipulation Requirement.**

26 In any such proceeding, the Party opposing disclosure to the Expert shall bear the  
27 burden of proving that the risk of harm that the disclosure would entail (under the  
28

1 safeguards proposed) outweighs the Receiving Party’s need to disclose the Protected  
2 Material to its Expert.

3  
4 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
5 **OTHER LITIGATION.** If a Party is served with a subpoena or a court order issued in  
6 other litigation that compels disclosure of any information or items designated in this  
7 Action as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” that Party must: (a)  
8 promptly notify in writing the Designating Party. Such notification shall include a copy  
9 of the subpoena or court order; (b) promptly notify in writing the party who caused the  
10 subpoena or order to issue in the other litigation that some or all of the material covered  
11 by the subpoena or order is subject to this Protective Order. Such notification shall  
12 include a copy of this Stipulated Protective Order; and (c) cooperate with respect to all  
13 reasonable procedures sought to be pursued by the Designating Party whose Protected  
14 Material may be affected.

15 **8.1. Right to Seek Protective Order.** If the Designating Party timely seeks a protective  
16 order, the Party served with the subpoena or court order shall not produce any  
17 information designated in this Action as “CONFIDENTIAL” or “ATTORNEYS’  
18 EYES ONLY” before a determination by the court from which the subpoena or  
19 order issued, unless the Party has obtained the Designating Party’s permission. The  
20 Designating Party shall bear the burden and expense of seeking protection in that  
21 court of its confidential material – and nothing in these provisions should be  
22 construed as authorizing or encouraging a Receiving Party in this Action to disobey  
23 a lawful directive from another court.

24  
25 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**  
26 **THIS LITIGATION.**

27 9.1. The terms of this Order are applicable to information produced by a Non-Party in  
28 this Action and designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES

1 ONLY". Such information produced by Non-Parties in connection with this Action  
2 is protected by the remedies and relief provided by this Order. Nothing in these  
3 provisions should be construed as prohibiting a Non-Party from seeking additional  
4 protections.

5 9.2. In the event that a Party is required, by a valid discovery request, to produce a Non-  
6 Party's confidential information in its possession, and the Party is subject to an  
7 agreement with the Non-Party not to produce the Non-Party's confidential  
8 information, then the Party shall: (a) promptly notify in writing the Requesting Party  
9 and the Non-Party that some or all of the information requested is subject to a  
10 confidentiality agreement with a Non-Party; (b) promptly provide the Non-Party  
11 with a copy of the Stipulated Protective Order in this Action, the relevant discovery  
12 request(s), and a reasonably specific description of the information requested; and  
13 (c) make the information requested available for inspection by the Non-Party.

14 9.3. If the Non-Party fails to object or seek a protective order from this court within 14  
15 days of receiving the notice and accompanying information, the Receiving Party  
16 may produce the Non-Party's confidential information responsive to the discovery  
17 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
18 not produce any information in its possession or control that is subject to the  
19 confidentiality agreement with the Non-Party before a determination by the court.  
20 Absent a court order to the contrary, the Non-Party shall bear the burden and  
21 expense of seeking protection in this court of its Protected Material.

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

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

## 5 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**

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

## 16 **12. MISCELLANEOUS.**

17 12.1. Right to Further Relief. Nothing in this Order abridges the right of any person to  
18 seek its modification by the court in the future.

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

24 12.3. Filing Protected Material. Without written permission from the Designating Party or  
25 a court order secured after appropriate notice to all interested persons, a Party may  
26 not file in the public record in this Action any Protected Material. A Party that seeks  
27 to file under seal any Protected Material must comply with Civil Local Rule 79-5 et  
28 seq. Protected Material may only be filed under seal pursuant to a court order



1 authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil  
2 Local Rule 79-5, a sealing order will issue only upon a request establishing that the  
3 Protected Material at issue is privileged, protectable as a trade secret, or otherwise  
4 entitled to protection under the law. If a Receiving Party's request to file Protected  
5 Material under seal pursuant to Civil Local Rule 79-5.2 is denied by the court, then  
6 the Receiving Party may file the Protected Material in the public record unless  
7 otherwise instructed by the court.

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

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

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2  
3 Dated: June 7, 2017

**NEXIO, PC**

4  
5 By:  /s/ Imran F. Vakil /  
6 Imran F. Vakil,  
7 *Attorneys for Plaintiff,*  
8 *Live Face on Web, LLC*

9 Dated: June 7, 2017

**MCCORMICK, BARSTOW,  
SHEPPARD, WAYTE & CARRUTH  
LLP**

10  
11 By:  /s/ D. Greg Durbin /  
12 D. Greg Durbin  
13 *Attorneys for Defendants*  
14 *Free My Paws, Inc.*

15  
16  
17 IT IS SO ORDERED.

18  
19 Dated: June 13, 2017

20  
21 

22 Hon. Steve Kim  
23 United States Magistrate Judge

**ATTACHMENT A**

1  
2 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
3 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
4 that I have read in its entirety and understand the Stipulated Protective Order that was  
5 issued by the United States District Court for the Central District of California in the case  
6 of *Live Face on Web, LLC v. Free My Paws, Inc., et al.*, Case No.  
7 2:16-cv-08506-RSWL-SK. I agree to comply with and to be bound by all the terms of  
8 this Stipulated Protective Order and I understand and acknowledge that failure to so  
9 comply could expose me to sanctions and punishment in the nature of contempt. I solemnly  
10 promise that I will not disclose in any manner any information or item that is subject to this  
11 Stipulated Protective Order to any person or entity except in strict compliance with the  
12 provisions of this Order.

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

17 I hereby appoint \_\_\_\_\_ [print or type full name] of  
18 \_\_\_\_\_ [print or type full address and telephone  
19 number] as my California agent for service of process in connection with this Action or any  
20 proceedings related to enforcement of this Stipulated Protective Order.

21  
22 Date: \_\_\_\_\_

23 City and State where sworn and signed: \_\_\_\_\_

24 Printed name: \_\_\_\_\_

25  
26 Signature: \_\_\_\_\_  
27  
28