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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

SOS CO., INC., et al.,  
Plaintiffs,

v.

E-COLLAR TECHNOLOGIES, INC.,  
et al.,  
Defendants.

Case No. 2:16-cv-09667-AB-AFM

**[PROPOSED] ORDER GRANTING  
STIPULATED PROTECTIVE  
ORDER**

1 PURPOSES AND LIMITATIONS

2       Discovery in this action is likely to involve production of information that the  
3 Producing Party claims is confidential, proprietary and/or and for which special  
4 protection from public disclosure and from use for any purpose other than  
5 prosecuting this litigation may be warranted. Accordingly, the Parties hereby  
6 stipulate to and petition the Court to enter the following Stipulated Protective Order  
7 (“Order”). The Parties acknowledge that this Order does not confer blanket  
8 protections on all disclosures or responses to discovery and that the protection it  
9 affords from public disclosure and from use for any purpose other than prosecuting  
10 this litigation may be warranted. Accordingly, the Parties hereby stipulate to and  
11 petition the Court to enter the following Stipulated Protective Order (“Order”). The  
12 Parties acknowledge that this Order does not confer blanket protections on all  
13 disclosures or responses to discovery and that the protection it affords from public  
14 disclosure and use extends only to the limited information or items that are entitled  
15 to confidential treatment under the applicable legal principles.

16

17       B.     GOOD CAUSE STATEMENT

18       Given that this action concerns the alleged misappropriation of trade secrets,  
19 the Parties recognize that the materials to be exchanged throughout the course of the  
20 litigation between the Parties, as well as by third parties, not only may contain  
21 customer, vendor and pricing lists, confidential research, cost, price, marketing,  
22 technical, or other proprietary commercial information, as is contemplated by Fed.  
23 R. Civ. P. 26(c)(1)(g), but also that the Producing Party asserts are trade secrets that,  
24 for competitive reasons, is normally kept confidential by the respective Parties.  
25 Specifically, the Parties may exchange documents and seek deposition testimony  
26 relating to, among other things, manufacturing and production-related information,  
27 technical information, financial records and information, sales information, quality  
28 control and service information, strategic planning information, customer and

1 vendor information, marketing planning information, and/or information relating to  
2 product development. The Parties respectfully submit that a protective order for  
3 such information is justified in this matter.

4 Accordingly, this Order is designed to expedite the flow of information, to  
5 minimize disruption or interference with the proceedings in this matter or in any  
6 other litigation and to facilitate the prompt resolution of disputes over  
7 confidentiality of discovery materials, to adequately protect information the Parties  
8 are entitled to keep confidential, to ensure that the Parties are permitted reasonable  
9 necessary uses of such material in preparation for and in the conduct of trial, to  
10 address their handling at the end of the litigation, and to serve the ends of justice.

11 It is the intent of the Parties that information will not be designated as  
12 confidential for tactical reasons and that nothing be so designated without a good  
13 faith belief that it has been maintained in a confidential, non-public manner, and  
14 there is good cause why it should not be part of the public record of this case.

15  
16 C. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING UNDER  
17 SEAL

18 The Parties further acknowledge, as set forth in Section 12.3, below, that this  
19 Order does not entitle them to file confidential information under seal; Local Civil  
20 Rule 79-5 sets forth the procedures that must be followed and the standards that will  
21 be applied when a Party seeks permission from the court to file material under seal.

22 There is a strong presumption that the public has a right of access to judicial  
23 proceedings and records in civil cases. In connection with non-dispositive motions,  
24 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
25 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
26 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics,*  
27 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
28 require good cause showing), and a specific showing of good cause or compelling

1 reasons with proper evidentiary support and legal justification, must be made with  
2 respect to Protected Material that a Party seeks to file under seal. The Parties' mere  
3 designation of Disclosure or Discovery Material as CONFIDENTIAL does not –  
4 without the submission of competent evidence by declaration, establishing that the  
5 material sought to be filed under seal qualifies as confidential, privileged, or  
6 otherwise protectable – constitute good cause.

7 Further, if a Party requests sealing related to a dispositive motion or trial, then  
8 compelling reasons, not only good cause, for the sealing must be shown, and the  
9 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
10 *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For  
11 each item or type of information, document, or thing sought to be filed or introduced  
12 under seal in connection with a dispositive motion or trial, the Party seeking  
13 protection must articulate compelling reasons, supported by specific facts and legal  
14 justification, for the requested sealing order. Again, competent evidence supporting  
15 the application to file documents under seal must be provided by declaration.

16 Any document that is not confidential, privileged, or otherwise protectable in  
17 its entirety will not be filed under seal if the confidential portions can be redacted.  
18 If documents can be redacted, then a redacted version for public viewing, omitting  
19 only the confidential, privileged, or otherwise protectable portions of the document,  
20 shall be filed. Any application that seeks to file documents under seal in their  
21 entirety should include an explanation of why redaction is not feasible.

## 22 23 2. DEFINITIONS

24 2.1 Action: This pending federal lawsuit, *SOS Co., Inc., et al. v. E-Collar*  
25 *Technologies, Inc.*, et al., Case No. 2:16-cv-09667-AB-AFM.

26 2.2 Challenging Party: a Party or Non-Party that challenges the  
27 designation of information or items under this Order.

28 2.3 "CONFIDENTIAL" Information or Items: information (regardless of

1 how it is generated, stored or maintained) or tangible things that qualify for  
2 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
3 the Good Cause Statement.

4       2.4    “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL ONLY”

5 Information or Items: extremely sensitive CONFIDENTIAL Information or Items,  
6 the disclosure of which to another Party or Non-Party would create a substantial risk  
7 of serious competitive harm that could not be avoided by less restrictive means.  
8 This type of information and items may include, for example, confidential trade  
9 secrets, products not yet commercially released, inventions in progress, pending  
10 patent applications, business/strategic plans, future sales/financial projections,  
11 current and future marketing plans, detailed sales and financial data, product design  
12 and development, confidential research and development, non-public customer and  
13 vendor lists, potential future acquisitions, license and settlement agreements,  
14 strategies for developing competitive products or achieving competitive advantage,  
15 or other competitively sensitive business or technical information. Disclosure or  
16 Discovery Material in this Action may be designated as “HIGHLY  
17 CONFIDENTIAL - OUTSIDE COUNSEL ONLY” if the Producing Party or Non-  
18 Party claims in good faith that such material warrants such a designation. The Party  
19 receiving material designated “HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL  
20 ONLY” shall treat it as proprietary information and shall not use or disclose the  
21 information except for the purposes set forth in this Order or by such orders as may  
22 be issued by the Court during the course of this Action.

23       2.5    Counsel: Outside Counsel of Record and House Counsel (as well as  
24 their support staff).

25       2.6    Designating Party: a Party or Non-Party that designates information or  
26 items that it produces in disclosures or in responses to discovery as  
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL  
28 ONLY.”

1           2.7 Disclosure or Discovery Material: all items or information, regardless  
2 of the medium or manner in which it is generated, stored, or maintained (including,  
3 among 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  
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
7 an expert witness or as a consultant in this Action.

8           2.9 House Counsel: attorneys who are employees of a Party to this Action  
9 or who act as in-house or general counsel for a Party. House Counsel does not  
10 include Outside Counsel of Record.

11           2.10 Non-Party: any natural person, partnership, corporation, association or  
12 other legal entity not named as a Party to this action.

13           2.11 Outside Counsel of Record: attorneys who are not employees of a  
14 Party but who have been retained to represent or advise a Party in this Action and  
15 who have appeared in this Action on behalf of that Party or are affiliated with a law  
16 firm that has appeared on behalf of that Party, including support staff.

17           2.12 Party: any party to this Action, including all of its officers, directors,  
18 employees, consultants, retained experts, and Outside Counsel of Record (and their  
19 support staffs).

20           2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
21 Discovery Material in this Action.

22           2.14 Professional Vendors: persons or entities that provide litigation  
23 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
25 and their employees and subcontractors.

26           2.15 Protected Material: any Disclosure or Discovery Material that is  
27 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - OUTSIDE  
28 COUNSEL ONLY.”

1           2.16 Receiving Party: a Party that receives Disclosure or Discovery  
2 Material from a Producing Party.

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4 3.     SCOPE

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

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

12  
13 4.     DURATION

14          Once a case proceeds to trial, information that was designated as  
15 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL  
16 ONLY” or maintained pursuant to this Order used or introduced as an exhibit at trial  
17 becomes public and will be presumptively available to all members of the public,  
18 including the press, unless compelling reasons supported by specific factual findings  
19 to proceed otherwise are made to the trial judge in advance of the trial. *See*  
20 *Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing  
21 documents produced in discovery from “compelling reasons” standard when merits-  
22 related documents are part of court record). Accordingly, the terms of this Order do  
23 not extend beyond the commencement of the trial.

24  
25 5.     DESIGNATING PROTECTED MATERIAL

26          5.1 Exercise of Restraint and Care in Designating Material for Protection.  
27 Each Party or Non-Party that designates information or items for protection under  
28 this Order must take care to limit any such designation to specific material that

1 qualifies under the appropriate standards. The Designating Party must designate for  
2 protection only those parts of material, documents, items or oral or written  
3 communications that qualify so that other portions of the material, documents, items  
4 or communications for which protection is not warranted are not swept unjustifiably  
5 within the ambit of this Order.

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

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

14 5.2 Manner and Timing of Designations. Except as otherwise provided in  
15 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
16 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
17 under this Order must be clearly so designated before the material is disclosed or  
18 produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic  
21 documents, but excluding transcripts of depositions or other pretrial or trial  
22 proceedings), that the Producing Party affix at a minimum, the legend  
23 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend") or "HIGHLY  
24 CONFIDENTIAL - OUTSIDE COUNSEL ONLY" (hereinafter "HIGHLY  
25 CONFIDENTIAL - OUTSIDE COUNSEL ONLY legend"), to each page that  
26 contains protected material. If only a portion of the material on a page qualifies for  
27 protection, the Producing Party also must clearly identify the protected portion(s)  
28 (e.g., by making appropriate markings in the margins).



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

14           (b) for testimony given in depositions that the Designating Party  
15 identifies the Disclosure or Discovery Material on the record, before the close of the  
16 deposition all protected testimony; provided, however, that the Designating Party  
17 may invoke on the record – before the deposition, hearing, or other proceeding is  
18 concluded – a right to have up to fourteen (14) days from the date the deposition  
19 transcript is received by Outside Counsel of Record for the Designating Party to  
20 identify the specific portions of the testimony as to which protection is sought and to  
21 specify the level of protection being asserted. Only those portions of the testimony  
22 that are appropriately designated for protection within the fourteen (14) days from  
23 the date that the deposition transcript is received by Outside Counsel of Record for  
24 the Designating Party shall be covered by the provisions of this Order.

25           The Designating Party will have the right to exclude from attendance at  
26 any deposition only during such time as “CONFIDENTIAL” or “HIGHLY  
27 CONFIDENTIAL – OUTSIDE COUNSEL ONLY” designated information is to be  
28 disclosed any person who is not granted access to such material pursuant to the

1 terms of this Order.

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

9 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
10 failure to designate qualified information or items does not, standing alone, waive  
11 the Designating Party’s right to secure protection under this Order for such material.  
12 A Producing Party that inadvertently fails to designate qualified information or  
13 items shall, upon discovery, promptly notify the other Parties of the error in writing  
14 and provide replacement pages bearing the appropriate confidentiality legend. Upon  
15 timely receipt of such written notice, the Receiving Party shall destroy all copies of  
16 the improperly marked material within ten (10) business days, along with any other  
17 documents that contain such material. If the Receiving Party has disclosed such  
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL  
19 ONLY” information before receiving the designation, the Receiving Party must  
20 notify the Producing Party in writing of each such disclosure, and the Receiving  
21 Party will make every effort to prevent further disclosure by the person(s) receiving  
22 such inadvertently produced information.

23 A Party or Non-Party shall not use the inadvertent failure to designate  
24 material under this Order to its advantage or refuse to destroy the material as  
25 requested in the notice because it disputes the new designation. Any challenge to  
26 the new designation is subject to the dispute resolution procedures set forth herein.  
27 Unless and until any such failure to so designate is remedied in accordance with  
28 these provisions, no Party shall be responsible for the disclosure of

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL  
2 ONLY” information if the information in question was not identified as such in  
3 accordance with this Order.

4  
5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
7 designation of confidentiality at any time that is consistent with the Court’s  
8 Scheduling Order.

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
10 resolution process under Local Rule 37-1, *et seq.*

11 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
12 Joint Stipulation pursuant to Local Rule 37-2.

13 6.4 The burden of persuasion in any such challenge proceeding shall be on  
14 the Designating Party. Frivolous challenges, and those made for an improper  
15 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
16 parties) may expose the Challenging Party to sanctions. Unless the Designating  
17 Party has waived or withdrawn the confidentiality designation, all Parties shall  
18 continue to afford the material in question the level of protection to which it is  
19 entitled under the Producing Party’s designation until the Court rules on the  
20 challenge.

21  
22 7. ACCESS TO AND USE OF PROTECTED MATERIAL

23 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
24 disclosed or produced by another Party or by a Non-Party in connection with this  
25 Action only for prosecuting, defending or attempting to settle this Action. Such  
26 Protected Material may be disclosed only to the categories of persons and under the  
27 conditions described in this Order. When this Action has been terminated, a  
28 Receiving Party must comply with the provisions of section 13 below (FINAL

1 DISPOSITION).

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

5 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
6 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
7 Receiving Party may disclose any information or item designated  
8 “CONFIDENTIAL” only to:

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

12 (b) the officers, directors, and employees (including House Counsel) of  
13 the Receiving Party to whom disclosure is reasonably necessary to provide  
14 assistance in the conduct of this Action and who have signed the “Acknowledgment  
15 and Agreement to Be Bound” (Exhibit A);

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

19 (d) the Court and its personnel;

20 (e) court reporters and their staff;

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

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

26 (h) during their depositions, witnesses, and attorneys for witnesses, in  
27 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
28 Party requests that the witness sign the form attached as Exhibit A hereto; and (2)

1 they will not be permitted to keep any confidential information unless they sign the  
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
3 agreed by the Designating Party or ordered by the court. Pages of transcribed  
4 deposition testimony or exhibits to depositions that reveal Protected Material may  
5 be separately bound by the court reporter and may not be disclosed to anyone except  
6 as permitted under this Order; and

7 (i) any mediator or settlement officer, and their supporting personnel,  
8 mutually agreed upon by the Parties or designated by the Court engaged in  
9 settlement discussions.

10 7.3 Disclosure of “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL  
11 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted  
12 in writing by the Designating Party, a Receiving Party may disclose any information  
13 or item designated “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL ONLY”  
14 only to:

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

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

21 (c) the Court and its personnel;

22 (d) court reporters and their staff;

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

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

28 (g) any mediator or settlement officer, and their supporting personnel,

1 mutually agreed upon by the Parties or designated by the Court engaged in  
2 settlement discussions.

3  
4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
5 IN OTHER LITIGATION

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

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

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

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

18 If the Designating Party timely seeks a protective order, the Party served with  
19 the subpoena or court order shall not produce any information designated in this  
20 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE  
21 COUNSEL ONLY” before a determination by the court from which the subpoena or  
22 order issued, unless the Party has obtained the Designating Party’s permission. The  
23 Designating Party shall bear the burden and expense of seeking protection in that  
24 court of its confidential material and nothing in these provisions should be construed  
25 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
26 directive from another court. No Party or Counsel who has received  
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL  
28 ONLY” information pursuant to this Order shall aid or encourage a party to any

1 other litigation to subpoena or otherwise seek to obtain information subject to this  
2 Order.

3  
4 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
5 PRODUCED IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced by a  
7 Non-Party to this Action and designated as “CONFIDENTIAL” or “HIGHLY  
8 CONFIDENTIAL – OUTSIDE COUNSEL ONLY.” Such information produced by  
9 Non-Parties in connection with this Action is protected by the remedies and relief  
10 provided by this Order. Nothing in these provisions should be construed as  
11 prohibiting a Non-Party from seeking additional protections.

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

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

19 (2) promptly provide the Non-Party with a copy of this Order, the  
20 relevant discovery request(s), and a reasonably specific description of the  
21 information requested; and

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

24 (c) If the Non-Party fails to seek a protective order from this Court  
25 within fourteen (14) days of receiving the notice and accompanying information, the  
26 Receiving Party may produce the Non-Party’s confidential information responsive  
27 to the discovery request. If the Non-Party timely seeks a protective order, the  
28 Receiving Party shall not produce any information in its possession or control that is

1 subject to the confidentiality agreement with the Non-Party before a determination  
2 by the court. Absent a court order to the contrary, the Non-Party shall bear the  
3 burden and expense of seeking protection in this court of its Protected Material.  
4

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
7 Protected Material to any person or in any circumstance not authorized under this  
8 Order, the Receiving Party must immediately (a) notify in writing the Designating  
9 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all  
10 unauthorized copies of the Protected Material, (c) inform the person or persons to  
11 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
12 request such person or persons to execute the “Acknowledgment and Agreement to  
13 Be Bound” that is attached hereto as Exhibit A.  
14

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
16 PROTECTED MATERIAL

17 When a Producing Party gives notice to Receiving Parties that certain  
18 inadvertently produced material is subject to a claim of privilege or other protection,  
19 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
21 procedure may be established in an e-discovery order that provides for production  
22 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
23 (e), insofar as the Parties reach an agreement on the effect of disclosure of a  
24 communication or information covered by the attorney-client privilege or work  
25 product protection, the Parties may incorporate their agreement in the stipulated  
26 protective order submitted to the court.  
27  
28



1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
3 person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
5 Order, no Party waives any right it otherwise would have to object to disclosing or  
6 producing any information or item on any ground not addressed in this Order.  
7 Similarly, no Party waives any right to object on any ground to use in evidence of  
8 any of the material covered by this Order. Furthermore, by stipulating to the entry  
9 of this Order, no Party shall be deemed to waive any right to challenge or dispute  
10 whether the information subject to this Order constitutes protectable trade secrets  
11 under California Civil Code §3426, *et seq.* In like manner, a party's designation of  
12 material pursuant to this Order does not constitute an admission that the material in  
13 questions constitutes a trade secret under California Civil Code §3426, *et seq.*

14 12.3 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 the  
17 specific Protected Material at issue. If a Party's request to file Protected Material  
18 under seal is denied by the Court, then the Receiving Party may file the information  
19 in the public record unless otherwise instructed by the Court.

20 12.4 Court and Court Personnel. The Court and its personnel are not subject  
21 to this Order and are not required to sign the "Acknowledgment and Agreement to  
22 Be Bound" (Exhibit A).

23 12.5 Retention of Acknowledgement Forms. Outside Counsel of Record for  
24 each Party shall retain the signed "Acknowledgment and Agreement to Be Bound"  
25 forms they obtain, as provided for under this Order.

26 12.6 Disputes After Termination of Action. After termination of this  
27 Action, the provisions of this Order shall continue to be binding except with respect  
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1 to those documents and information that become a matter of public record. This  
2 Court retains and shall have continuing jurisdiction over the Parties and recipients of  
3 the Protected Material for enforcement of this Order following termination of this  
4 litigation. All disputes concerning Protected Material provided or produced under  
5 the protection of this Order shall be resolved by the United States District Court for  
6 the Central District of California.

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8 13. FINAL DISPOSITION

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

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14. VIOLATION

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



Dated: 3/12/ 2018

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Alexander F. MacKinnon  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ *[print or type full name]*, of \_\_\_\_\_  
4 \_\_\_\_\_ *[print or type full address]*, declare under penalty of perjury that I  
5 have read in its entirety and understand the Stipulated Protective Order that was  
6 issued by the United States District Court for the Central District of California on  
7 \_\_\_\_\_, 2018 in the case of *SOS Co., Inc., et al. v. E-Collar Technologies,*  
8 *Inc., et al.*, Case No. 2:16-cv-09667-AB-AFM. I agree to comply with and to be  
9 bound by all the terms of this Stipulated Protective Order, and I understand and  
10 acknowledge that failure to so comply could expose me to sanctions and punishment  
11 in the nature of contempt. I solemnly promise that I will not disclose in any manner  
12 any information or item that is subject to this Stipulated Protective Order to any  
13 person or entity except in strict compliance with the provisions of this Stipulated  
14 Protective Order.

15 I further agree to submit to the jurisdiction of the United States District Court  
16 for the Central District of California for enforcing the terms of this Stipulated  
17 Protective Order, even if such enforcement proceedings occur after termination of  
18 this action. I hereby appoint \_\_\_\_\_ *[print or type full name]* of  
19 \_\_\_\_\_ *[print or type full address and telephone number]* as  
20 my California agent for service of process in connection with this action or any  
21 proceedings related to enforcement of this Stipulated Protective Order.

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

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

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

25 Signature: \_\_\_\_\_

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