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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

VAPORSTREAM, INC.,

Plaintiff,

vs.

SNAP INC. d/b/a SNAPCHAT, INC.

Defendant.

Case No. 2:17-cv-00220-BRO-KS

**STIPULATED PROTECTIVE  
ORDER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 13.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the

1 procedures that must be followed and the standards that will be applied when a  
2 party seeks permission from the court to file material under seal.

3 B. GOOD CAUSE STATEMENT

4 This action is likely to involve trade secrets, customer and pricing lists,  
5 source code, and other valuable research, development, commercial, financial,  
6 technical and/or proprietary information for which special protection from public  
7 disclosure and from use for any purpose other than prosecution of this action is  
8 warranted. Such confidential and proprietary materials and information consist of,  
9 among other things, confidential source code for proprietary computer programs,  
10 information regarding confidential business practices, or other confidential  
11 research, development, or commercial information (including information  
12 implicating privacy rights of third parties), information otherwise generally  
13 unavailable to the public, or which may be privileged or otherwise protected from  
14 disclosure under state or federal statutes, court rules, case decisions, or common  
15 law. Accordingly, to expedite the flow of information, to facilitate the prompt  
16 resolution of disputes over confidentiality of discovery materials, to adequately  
17 protect information the parties are entitled to keep confidential, to ensure that the  
18 parties are permitted reasonable necessary uses of such material in preparation for  
19 and in the conduct of trial, to address their handling at the end of the litigation, and  
20 serve the ends of justice, a protective order for such information is justified in this  
21 matter. It is the intent of the parties that information will not be designated as  
22 confidential for tactical reasons and that nothing be so designated without a good  
23 faith belief that it has been maintained in a confidential, non-public manner, and  
24 there is good cause why it should not be part of the public record of this case.

25 2. DEFINITIONS

26 2.1 Action: *Vaporstream, Inc. v. Snap Inc. d/b/a Snapchat, Inc.*, Case No.  
27 2:17-cv-00220-BRO-KS.

1           2.2 Challenging Party: a Party or Non-Party that challenges the  
2 designation of information or items under this Order.

3           2.3 “CONFIDENTIAL” Information or Items: all information or material  
4 produced for or disclosed in connection with this action to a receiving party that a  
5 producing party, including any party to this action and any non-party producing  
6 information or material voluntarily or pursuant to a subpoena or a court order in  
7 connection with this action, considers to comprise confidential technical, sales,  
8 marketing, financial, or other sensitive information qualifying for protection under  
9 standards developed pursuant to Federal Rule of Civil Procedure 26(c), whether  
10 embodied in physical objects, documents, or the factual knowledge of persons, and  
11 which has been designated by the producing party.

12           2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
13 their support staff).

14           2.5 Designating Party: a Party or Non-Party that designates information or  
15 items that it produces in disclosures or in responses to discovery as  
16 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY,”  
17 OR “HIGHLY CONFIDENTIAL – SOURCE CODE.”

18           2.6 Disclosure or Discovery Material: all items or information, regardless  
19 of the medium or manner in which it is generated, stored, or maintained (including,  
20 among other things, testimony, transcripts, and tangible things), that are produced  
21 or generated in disclosures or responses to discovery in this matter.

22           2.7 Expert: a person with specialized knowledge or experience in a matter  
23 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
24 an expert witness or as a consultant in this Action.

25           2.8 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY”  
26 Information or Items: CONFIDENTIAL information or items that constitute (a)  
27 commercially sensitive competitive information, including, without limitation,  
28 information obtained from a nonparty pursuant to a current Non-disclosure

1 Agreement (“NDA”); and (b) information or data relating to future products not yet  
2 commercially released and/or strategic plans.

3 2.9 “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or  
4 Items: CONFIDENTIAL information or items that contain or substantively relate to  
5 a party’s “Source Code,” which shall mean documents containing or substantively  
6 relating to confidential, proprietary and/or trade secret source code—i.e. computer  
7 instructions or data definitions expressed in a form suitable for input to an  
8 assembler, compiler, other translator, or other data processing module—or technical  
9 design documentation.

10 2.10 House Counsel: attorneys who are employees of a party to this Action.  
11 House Counsel does not include Outside Counsel of Record or any other outside  
12 counsel.

13 2.11 Non-Party: any natural person, partnership, corporation, association, or  
14 other legal entity not named as a Party to this action.

15 2.12 Outside Counsel of Record: attorneys who are not employees of a  
16 party to this Action but are retained to represent or advise a party to this Action and  
17 have appeared in this Action on behalf of that party or are affiliated with a law firm  
18 which has appeared on behalf of that party, and includes support staff.

19 2.13 Party: any party to this Action, including all of its officers, directors,  
20 employees, consultants, retained experts, and Outside Counsel of Record (and their  
21 support staffs).

22 2.14 Producing Party: a Party or Non-Party that produces Disclosure or  
23 Discovery Material in this Action.

24 2.15 Professional Vendors: persons or entities that provide litigation  
25 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
26 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
27 and their employees and subcontractors.  
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1           2.16 Protected Material: any Disclosure or Discovery Material that is  
2 designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEY  
3 EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

4           2.17 Receiving Party: a Party that receives Disclosure or Discovery  
5 Material from a Producing Party.

6       3.     SCOPE

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

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

14       4.     DURATION

15           Even after final disposition of this litigation, the confidentiality obligations  
16 imposed by this Order shall remain in effect until a Designating Party agrees  
17 otherwise in writing or a court order otherwise directs. Final disposition shall be  
18 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
19 with or without prejudice; and (2) final judgment herein after the completion and  
20 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
21 including the time limits for filing any motions or applications for extension of time  
22 pursuant to applicable law.

23       5.     DESIGNATING PROTECTED MATERIAL

24           5.1     Exercise of Restraint and Care in Designating Material for Protection.  
25 Each Party or Non-Party that designates information or items for protection under  
26 this Order must take care to limit any such designation to specific material that  
27 qualifies under the appropriate standards. The Designating Party must designate for  
28 protection only those parts of material, documents, items, or oral or written

1 communications that qualify so that other portions of the material, documents,  
2 items, or communications for which protection is not warranted are not swept  
3 unjustifiably within the ambit of this Order.

4 5.2 Mass, indiscriminate, or routinized designations are prohibited.  
5 Designations that are shown to be clearly unjustified or that have been made for an  
6 improper purpose (e.g., to unnecessarily encumber the case development process or  
7 to impose unnecessary expenses and burdens on other parties) may expose the  
8 Designating Party to sanctions.

9 5.3 If it comes to a Designating Party's attention that information or items  
10 that it designated for protection do not qualify for protection, that Designating Party  
11 must promptly notify all other Parties that it is withdrawing the inapplicable  
12 designation.

13 5.4 Manner and Timing of Designations. Except as otherwise provided in  
14 this Order (see, e.g., second paragraph of section 5.4(a) below), or as otherwise  
15 stipulated or ordered, Disclosure of Discovery Material that qualifies for protection  
16 under this Order must be clearly so designated before the material is disclosed or  
17 produced.

18 Designation in conformity with this Order requires:

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

28 A Party or Non-Party that makes original documents available for inspection

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

12 (b) for testimony given in depositions that the Designating Party identify  
13 the Disclosure or Discovery Material within ten (10) days of receipt of the final  
14 transcript.

15 (c) for information produced in some form other than documentary and  
16 for any other tangible items, that the Producing Party affix in a prominent place on  
17 the exterior of the container or containers in which the information is stored the  
18 legend “CONFIDENTIAL.” If only a portion or portions of the information  
19 warrants protection, the Producing Party, to the extent practicable, shall identify the  
20 protected portion(s).

21 5.5 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
22 failure to designate qualified information or items does not, standing alone, waive  
23 the Designating Party’s right to secure protection under this Order for such  
24 material. Upon timely correction of a designation, the Receiving Party must make  
25 reasonable efforts to assure that the material is treated in accordance with the  
26 provisions of this Order.

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1     6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

2             6.1     Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court’s  
4 Scheduling Order.

5             6.2     Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process under Local Rule 37.1 et seq.

7             6.3     The burden of persuasion in any such challenge proceeding shall be on  
8 the Designating Party. Frivolous challenges, and those made for an improper  
9 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
10 parties) may expose the Challenging Party to sanctions. Unless the Designating  
11 Party has waived or withdrawn the confidentiality designation, all parties shall  
12 continue to afford the material in question the level of protection to which it is  
13 entitled under the Producing Party’s designation until the Court rules on the  
14 challenge.

15     7.     ACCESS TO AND USE OF PROTECTED MATERIAL

16             7.1     Basic Principles. A Receiving Party may use Protected Material that is  
17 disclosed or produced by another Party or by a Non-Party in connection with this  
18 Action only for prosecuting, defending, or attempting to settle this Action. Such  
19 Protected Material may be disclosed only to the categories of persons and under the  
20 conditions described in this Order. When the Action has been terminated, a  
21 Receiving Party must comply with the provisions of section 14 below (FINAL  
22 DISPOSITION).

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

26             7.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless  
27 otherwise ordered by the court or permitted in writing by the Designating Party, a  
28 Receiving Party may disclose any information or item designated



1 “CONFIDENTIAL” only to:

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

5 (b) the officers, directors, and employees (including House Counsel) of  
6 the Receiving Party to whom disclosure is reasonably necessary for this Action and  
7 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

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

16 (g) the author or recipient of a document containing the information, a  
17 current employee of the designating party, or a custodian or other person who  
18 otherwise possessed or knew the information;

19 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
20 Action to whom disclosure is reasonably necessary provided it is agreed to in  
21 writing by the Designating Party or ordered by the court. Pages of transcribed  
22 deposition testimony or exhibits to depositions that reveal Protected Material may  
23 be separately bound by the court reporter and may not be disclosed to anyone  
24 except as permitted under this Stipulated Protective Order; and

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

27 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEY EYES  
28 ONLY” and “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or

1 Items. Unless otherwise ordered by the court or permitted in writing by the  
2 Designating Party, a Receiving Party may disclose any information or item  
3 designated “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” or  
4 “HIGHLY CONFIDENTIAL – SOURCE CODE” only to:

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

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

11 (c) the court and its personnel;

12 (d) court reporters and their staff;

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

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

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

20 7.4 A party seeking to disclose to an expert retained by outside counsel of  
21 record any information or item that has been designated CONFIDENTIAL,  
22 HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY or HIGHLY  
23 CONFIDENTIAL – SOURCE CODE by an opposing party must first make a  
24 written request to the designator that (1) sets forth the full name of the expert and  
25 the city and state of his or her primary residence, (2) attaches a copy of the expert’s  
26 current resume, (3) identifies the expert’s current employer(s), (4) identifies each  
27 person or entity from whom the expert has received compensation or funding for  
28 work in his or her areas of expertise (including in connection with litigation) in the

1 past five years, and (5) identifies (by name and number of the case, filing date, and  
2 location of court) any litigation where the expert has offered expert testimony,  
3 including by declaration, report or testimony at deposition or trial, in the past five  
4 years. If the expert believes any of this information at (3) - (5) is subject to a  
5 confidentiality obligation to a third party, then the expert should provide whatever  
6 information the expert believes can be disclosed without violating any  
7 confidentiality agreements, and the party seeking to disclose the information to the  
8 expert shall be available to meet and confer with the designator regarding any such  
9 confidentiality obligations.

10 7.5 A party that makes a request and provides the information specified in  
11 paragraphs 7.4 may disclose the designated material to the identified expert unless,  
12 within seven calendar days of delivering the request, the party receives a written  
13 objection from the designator providing detailed grounds for the objection.

14 7.6 All challenges to objections from the designator shall proceed under  
15 Local Rule 37-1 through Local Rule 37-4. The burden of persuasion in any such  
16 proceeding shall be on the party objecting to the disclosure.

17 8. SOURCE CODE

18 8.1 Designation of Source Code. If Production of source code is necessary,  
19 a party may designate it as “HIGHLY CONFIDENTIAL – SOURCE CODE if it is,  
20 or includes, confidential, proprietary, or trade secret source code.

21 8.2 Location and Supervision of Inspection. Any “HIGHLY  
22 CONFIDENTIAL – SOURCE CODE” produced in discovery shall be made  
23 available for inspection, in a format allowing it to be reasonably reviewed and  
24 searched, during normal business hours or at other mutually agreeable times, at an  
25 office of the designating party’s counsel or another mutually agreeable location.  
26 The source code shall be made available for inspection on a secured computer in a  
27 secured room, and the inspecting party shall not copy, remove or otherwise transfer  
28 any portion of the source code onto any recordable media or recordable device. The

1 designator may visually monitor the activities of the inspecting party’s  
2 representatives during any source code review, but only to ensure that there is no  
3 unauthorized recording, copying or transmission of the source code.

4 8.3 Paper Copies of Source Code Excerpts. The inspecting party may  
5 request paper copies of limited portions of source code that are reasonably  
6 necessary for the preparation of court filings, pleadings, expert reports, other papers  
7 or for deposition or trial. The designator shall provide all such source code in paper  
8 form, including Bates numbers and the label “HIGHLY CONFIDENTIAL –  
9 SOURCE CODE.”

10 8.4 Access Record. The inspecting party shall maintain a record of any  
11 individual who has inspected any portion of the source code in electronic or paper  
12 form, and shall maintain all paper copies of any printed portions of the source code  
13 in a secured, locked area. The inspecting party shall not convert any of the  
14 information contained in the paper copies into any electronic format other than for  
15 the preparation of a pleading, exhibit, expert report, discovery document, deposition  
16 transcript or other Court document. Any paper copies used during a deposition shall  
17 be retrieved at the end of each day and must not be left with a court reporter or any  
18 other unauthorized individual.

19 9. PROSECUTION BAR

20 Absent written consent from the Producing Party, any individual who  
21 reviews or otherwise learns information designated “HIGHLY CONFIDENTIAL –  
22 ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE  
23 CODE” by an opposing party shall not be involved in the prosecution of patents or  
24 patent applications relating to the subject matter of electronic messaging security.  
25 For purposes of this paragraph, “prosecution” includes directly or indirectly  
26 drafting, amending, advising, or otherwise affecting the scope or maintenance of  
27 patent claims in any original prosecution, reissue, reexamination, and other post-  
28 grant proceedings. To avoid any doubt, this provision does not prevent an attorney

1 from assisting a party in a proceeding that challenges a patent-in-suit before a  
2 domestic or foreign agency (including, but not limited to, a reissue protest, ex parte  
3 reexamination or inter partes reexamination, post grant review, covered business  
4 method review, or *inter partes* review) unless the attorney is involved in directly or  
5 indirectly drafting, amending, advising, or otherwise affecting the scope of patent  
6 claims on behalf of a patent owner. This Prosecution Bar shall begin when access to  
7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY  
8 CONFIDENTIAL – SOURCE CODE” information is first received and shall end  
9 two (2) years after final termination of this action.

10 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
11 IN OTHER LITIGATION

12 If a Party is served with a subpoena or a court order issued in other litigation  
13 that compels disclosure of any information or items designated in this Action as  
14 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY,”  
15 or “HIGHLY CONFIDENTIAL – SOURCE CODE,” that Party must:

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

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

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

24 If the Designating Party timely seeks a protective order, the Party served with  
25 the subpoena or court order shall not produce any information designated in this  
26 action as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEY EYES  
27 ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE,” before a  
28 determination by the court from which the subpoena or order issued, unless the

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

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

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

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

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

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

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

27 (c) If the Non-Party fails to seek a protective order from this court within  
28 14 days of receiving the notice and accompanying information, the Receiving Party

1 may produce the Non-Party’s confidential information responsive to the discovery  
2 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
3 not produce any information in its possession or control that is subject to the  
4 confidentiality agreement with the Non-Party before a determination by the court.  
5 Absent a court order to the contrary, the Non-Party shall bear the burden and  
6 expense of seeking protection in this court of its Protected Material.

7 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

16 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
17 PROTECTED MATERIAL

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

28

1 14. MISCELLANEOUS

2 14.1 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 14.2 Right to Assert Other Objections. By stipulating to the entry of this  
5 Protective Order no Party waives any right it otherwise would have to object to  
6 disclosing or producing any information or item on any ground not addressed in  
7 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
8 any ground to use in evidence of any of the material covered by this Protective  
9 Order.

10 14.3 Filing Protected Material. A Party that seeks to file under seal any  
11 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
12 may only be filed under seal pursuant to a court order authorizing the sealing of the  
13 specific Protected Material at issue. If a Party's request to file Protected Material  
14 under seal is denied by the court, then the Receiving Party may file the information  
15 in the public record unless otherwise instructed by the court.

16 15. FINAL DISPOSITION

17 After the final disposition of this Action, as defined in paragraph 4, within 60  
18 days of a written request by the Designating Party, each Receiving Party must  
19 return all Protected Material to the Producing Party or destroy such material. As  
20 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
21 compilations, summaries, and any other format reproducing or capturing any of the  
22 Protected Material. Whether the Protected Material is returned or destroyed, the  
23 Receiving Party must submit a written certification to the Producing Party (and, if  
24 not the same person or entity, to the Designating Party) by the 60 day deadline that  
25 (1) identifies (by category, where appropriate) all the Protected Material that was  
26 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
27 copies, abstracts, compilations, summaries or any other format reproducing or  
28 capturing any of the Protected Material. Notwithstanding this provision, Counsel



1 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
2 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
3 and trial exhibits, expert reports, attorney work product, and consultant and expert  
4 work product, even if such materials contain Protected Material. Any such archival  
5 copies that contain or constitute Protected Material remain subject to this Protective  
6 Order as set forth in Section 4 (DURATION).

7 15. Any violation of this Order may be punished by any and all appropriate  
8 measures including, without limitation, contempt proceedings and/or monetary  
9 sanctions.

10 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

11  
12 Dated: August 22, 2107

13   
14 KAREN L. STEVENSON  
15 UNITED STATES MAGISTRATE JUDGE  
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or  
5 type full address], declare under penalty of perjury that I have read in its entirety  
6 and understand the Stipulated Protective Order that was issued by the United States  
7 District Court for the Central District of California on \_\_\_\_\_ [date] in the  
8 case of *Vaporstream, Inc. v. Snap Inc. d/b/a Snapchat, Inc.*, Case No. 2:17-cv-  
9 00220-BRO-KS. I agree to comply with and to be bound by all the terms of this  
10 Stipulated Protective Order and I understand and acknowledge that failure to so  
11 comply could expose me to sanctions and punishment in the nature of contempt. I  
12 solemnly promise that I will not disclose in any manner any information or item  
13 that is subject to this Stipulated Protective Order to any person or entity except in  
14 strict compliance with the provisions of this Order.

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

23 Date: \_\_\_\_\_

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

25 Printed name: \_\_\_\_\_

26  
27 Signature: \_\_\_\_\_

28