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 14 Jason Lust and Third-Party Defendants
 SAJ Productions, LLC.

15 **UNITED STATES DISTRICT COURT**
 16 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

17 JASON LUST, an individual,
 18 Plaintiff,

19 v.

20 ANIMAL LOGIC ENTERTAINMENT
 21 US, a California limited liability
 22 corporation; ZAREH NALBANDIAN,
 an individual; and DOES 1 through 20,
 inclusive,

23 Defendants.

24 ANIMAL LOGIC ENTERTAINMENT,
 25 LLC, a California limited liability
 26 corporation; ANIMAL LOGIC LLC, a
 California limited liability corporation,
 and ANIMAL LOGIC

CASE NO.: 2:17-CV-00308-
 JAK(AFMx)

[PROPOSED] PROTECTIVE
 ORDER¹

Hon. John A. Kronstadt

Magistrate Judge Alexander F.
 MacKinnon

27 _____
 28 ¹ This Stipulation For Protective Order is based substantially on the model protective order provided under
 Magistrate Judge Alexander F. MacKinnon's Procedures.

1 ENTERTAINMENT PTY LTD, an
Australian company,

2 Counterclaimants,

3 v.

4 JASON LUST, an individual,

5 Counterclaim-Defendant.

6 ANIMAL LOGIC ENTERTAINMENT,
7 LLC, a California limited liability
8 corporation; ANIMAL LOGIC LLC, a
9 California limited liability corporation,
and ANIMAL LOGIC
ENTERTAINMENT PTY LTD, an
Australian company,

10 Third-Party Complainants,

11 v.

12 SAJ PRODUCTIONS, LLC, a
California limited liability company,

13
14 Third-Party Defendant.

1 1. A. PURPOSES AND LIMITATIONS

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

11 B. GOOD CAUSE STATEMENT

12 This action is likely to involve sensitive financial, commercial information
13 relating to the Parties and third-parties for which special protection from public
14 disclosure and, in some instances, from disclosure to the non-designating Parties
15 and their House Counsel, and from use for any purpose other than prosecution of
16 this action is warranted. Such confidential and proprietary materials and
17 information consist of, among other things, confidential business or financial
18 information, information regarding confidential business practices, or other
19 confidential commercial information (including information implicating privacy
20 rights of third parties), information otherwise generally unavailable to the public, or
21 which may be privileged or otherwise protected from disclosure under state or
22 federal statutes, court rules, case decisions, or common law. Accordingly, to
23 expedite the flow of information, to facilitate the prompt resolution of disputes over
24 confidentiality of discovery materials, to adequately protect information the parties
25 are entitled to keep confidential, to ensure that the parties are permitted reasonable
26 necessary uses of such material in preparation for and in the conduct of trial, to
27 address their handling at the end of the litigation, and serve the ends of justice, a
28 protective order for such information is justified in this matter. It is the intent of the

1 parties that information will not be designated as confidential for tactical reasons
2 and that nothing be so designated without a good faith belief that it has been
3 maintained in a confidential, non-public manner, and there is good cause why it
4 should not be part of the public record of this case.

5 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
6 SEAL

7 The parties further acknowledge, as set forth in Section 12.3, below, that this
8 Stipulated Protective Order does not entitle them to file confidential information
9 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
10 and the standards that will be applied when a party seeks permission from the court
11 to file material under seal.

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

26 Further, if a party requests sealing related to a dispositive motion or trial,
27 then compelling reasons, not only good cause, for the sealing must be shown, and
28 the relief sought shall be narrowly tailored to serve the specific interest to be

1 protected. *See Pintos v. Pacific Creditors Ass’n.*, 605 F.3d 665, 677-79 (9th Cir.
2 2010). For each item or type of information, document, or thing sought to be filed
3 or introduced under seal in connection with a dispositive motion or trial, the party
4 seeking protection must articulate compelling reasons, supported by specific facts
5 and legal justification, for the requested sealing order. Again, competent evidence
6 supporting the application to file documents under seal must be provided by
7 declaration.

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

14 2. DEFINITIONS

15 2.1 Action: This pending federal lawsuit.

16 2.2 Challenging Party: a Party or Non-Party that challenges the
17 designation of information or items under this Order.

18 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
19 how it is generated, stored or maintained) or tangible things that qualify for
20 protection from public disclosure under Federal Rule of Civil Procedure 26(c), and
21 as specified above in the Good Cause Statement.

22 2.4 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” Information or
23 Items: information (regardless of how it is generated, stored or maintained) or
24 tangible things that qualify for protection from public disclosure, and are of a
25 particular sensitivity that they qualify for protection from disclosure to the non-
26 Designating Parties and their House Counsel, under Federal Rule of Civil
27 Procedure 26(c), and as specified above in the Good Cause Statement.
28

1 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
2 their support staff).

3 2.6 Designating Party: a Party or Non-Party that designates information or
4 items that it produces in disclosures or in responses to discovery as
5 “CONFIDENTIAL.”

6 2.7 Disclosure or Discovery Material: all items or information, regardless
7 of the medium or manner in which it is generated, stored, or maintained (including,
8 among other things, testimony, transcripts, and tangible things), that are produced
9 or generated in disclosures or responses to discovery in this matter.

10 2.8 Expert: a person with specialized knowledge or experience in a matter
11 pertinent to the litigation who has been retained by a Party or its counsel to serve as
12 an expert witness or as a consultant in this Action.

13 2.9 House Counsel: attorneys who are employees of a party to this Action.
14 House Counsel does not include Outside Counsel of Record or any other outside
15 counsel.

16 2.10 Non-Party: any natural person, partnership, corporation, association or
17 other legal entity not named as a Party to this action.

18 2.11 Outside Counsel of Record: attorneys who are not employees of a
19 party to this Action but are retained to represent or advise a party to this Action and
20 have appeared in this Action on behalf of that party or are affiliated with a law firm
21 that has appeared on behalf of that party, and includes support staff.

22 2.12 Party: any party to this Action, including all of its officers, directors,
23 employees, consultants, retained experts, and Outside Counsel of Record (and their
24 support staffs).

25 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
26 Discovery Material in this Action.

27 2.14 Professional Vendors: persons or entities that provide litigation
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1 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
2 demonstrations, and organizing, storing, or retrieving data in any form or medium)
3 and their employees and subcontractors.

4 2.15 Protected Material: any Disclosure or Discovery Material that is
5 designated as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES
6 ONLY.”

7 2.16 Receiving Party: a Party that receives Disclosure or Discovery
8 Material from a Producing Party.

9 3. SCOPE

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

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

17 4. DURATION

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

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic
25 documents, but excluding transcripts of depositions or other pretrial or trial
26 proceedings), that the Producing Party affix at a minimum, the legend
27 “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY”
28 (hereinafter “CONFIDENTIAL legend”), to each page that contains protected

1 material. If only a portion of the material on a page qualifies for protection, the
2 Producing Party also must clearly identify the protected portion(s) (e.g., by making
3 appropriate markings in the margins).

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

16 (b) for testimony given in depositions that the Designating Party identifies
17 the Disclosure or Discovery Material on the record, before the close of the
18 deposition or within fifteen (15) days thereafter all protected testimony.

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

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
26 failure to designate qualified information or items does not, standing alone, waive
27 the Designating Party’s right to secure protection under this Order for such
28 material. Upon timely correction of a designation, the Receiving Party must make

1 reasonable efforts to assure that the material is treated in accordance with the
2 provisions of this Order.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
8 resolution process under Local Rule 37-1 et seq.

9 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
10 joint stipulation pursuant to Local Rule 37-2.

11 6.4 The burden of persuasion in any such challenge proceeding shall be on
12 the Designating Party. Frivolous challenges, and those made for an improper
13 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
14 parties) may expose the Challenging Party to sanctions. Unless the Designating
15 Party has waived or withdrawn the confidentiality designation, all parties shall
16 continue to afford the material in question the level of protection to which it is
17 entitled under the Producing Party's designation until the Court rules on the
18 challenge.

19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

20 7.1 Basic Principles. A Receiving Party may use Protected Material that is
21 disclosed or produced by another Party or by a Non-Party in connection with this
22 Action only for prosecuting, defending or attempting to settle this Action. Such
23 Protected Material may be disclosed only to the categories of persons and under the
24 conditions described in this Order. When the Action has been terminated, a
25 Receiving Party must comply with the provisions of section 13 below (FINAL
26 DISPOSITION).

27 Protected Material must be stored and maintained by a Receiving Party at a
28 location and in a secure manner that ensures that access is limited to the persons

1 authorized under this Order.

2 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
3 otherwise ordered by the court or permitted in writing by the Designating Party, a
4 Receiving Party may disclose any information or item designated
5 “CONFIDENTIAL” only to:

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

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

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

14 (d) the court and its personnel;

15 (e) court reporters and their staff;

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

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

21 (h) during their depositions, witnesses, and attorneys for witnesses, in the
22 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
23 requests that the witness sign the form attached as Exhibit A hereto; and (2) they
24 will not be permitted to keep any confidential information unless they sign the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
26 agreed by the Designating Party or ordered by the court. Pages of transcribed
27 deposition testimony or exhibits to depositions that reveal Protected Material may
28

1 be separately bound by the court reporter and may not be disclosed to anyone
2 except as permitted under this Stipulated Protective Order; and

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

5 7.3 Disclosure of “CONFIDENTIAL-ATTORNEYS EYES ONLY”
6 Information or Items. Unless otherwise ordered by the court or permitted in writing
7 by the Designating Party, such information or items designated “CONFIDENTIAL-
8 ATTORNEYS EYES ONLY” may not be disclosed to non-Designating Parties and
9 may only be disclosed to:

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

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

16 (d) the court and its personnel;

17 (e) court reporters and their staff;

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

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

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

25 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
26 IN OTHER LITIGATION

27 If a Party is served with a subpoena or a court order issued in other litigation
28 that compels disclosure of any information or items designated in this Action as

1 “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY,” that
2 Party must:

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

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

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

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

20 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
21 PRODUCED IN THIS LITIGATION

22 (a) The terms of this Order are applicable to information produced by a
23 Non-Party in this Action and designated as “CONFIDENTIAL” or
24 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY.” Such information produced by
25 Non-Parties in connection with this litigation is protected by the remedies and relief
26 provided by this Order. Nothing in these provisions should be construed as
27 prohibiting a Non-Party from seeking additional protections.

28 (b) In the event that a Party is required, by a valid discovery request, to

1 produce a Non-Party's confidential information in its possession, and the Party is
2 subject to an agreement with the Non-Party not to produce the Non-Party's
3 confidential information, then the Party shall:

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

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

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

12 (c) If the Non-Party fails to seek a protective order from this court within
13 14 days of receiving the notice and accompanying information, the Receiving Party
14 may produce the Non-Party's confidential information responsive to the discovery
15 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
16 not produce any information in its possession or control that is subject to the
17 confidentiality agreement with the Non-Party before a determination by the court.
18 Absent a court order to the contrary, the Non-Party shall bear the burden and
19 expense of seeking protection in this court of its Protected Material.

20 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

21 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
22 Protected Material to any person or in any circumstance not authorized under this
23 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
24 writing the Designating Party of the unauthorized disclosures, (b) use its best
25 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
26 person or persons to whom unauthorized disclosures were made of all the terms of
27 this Order, and (d) request such person or persons to execute the "Acknowledgment
28 and Agreement to Be Bound" that is attached hereto as Exhibit A.

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
2 PROTECTED MATERIAL

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

13 12. MISCELLANEOUS

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
15 person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this
17 Protective Order, no Party waives any right it otherwise would have to object to
18 disclosing or producing any information or item on any ground not addressed in
19 this Stipulated Protective Order. Similarly, no Party waives any right to object on
20 any ground to use in evidence of any of the material covered by this Protective
21 Order.

22 12.3 Filing Protected Material. A Party that seeks to file under seal any
23 Protected Material must comply with Local Civil Rule 79-5. Protected Material
24 may only be filed under seal pursuant to a court order authorizing the sealing of the
25 specific Protected Material at issue. If a Party's request to file Protected Material
26 under seal is denied by the court, then the Receiving Party may file the information
27 in the public record unless otherwise instructed by the court.
28

1 13. FINAL DISPOSITION

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

20 14. VIOLATION

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

23 15. PRIOR TO ENTRY OF THIS PROTECTIVE ORDER

24 The Parties agree to treat this Stipulation for Protective Order as binding
25 upon execution by all parties. If the Court enters an order with alterations to this
26 Stipulation for Protective Order, the Parties agree that any materials produced in
27 advance of the Court’s entry of its order will be subject to the order ultimately
28 entered by the Court.

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: May 22, 2017

JOHNSON & JOHNSON LLP

By /s/ Jennifer McGrath
Jennifer McGrath
Attorneys for Plaintiff and Counter-
Defendant Jason Lust and Third-Party
Defendant SAJ Productions, LLC

DATED: May 22, 2017

FOX ROTHSCHILD

By /s/ John Shaeffer
John Shaeffer
Attorneys for Defendant Animal Logic
Entertainment US, LLC
and Zareh Nalbandian and
Counterclaimants and
Third-Party Complainants Animal
Logic Entertainment, LLC,
Animal Logic LLC, and Animal Logic
Entertainment PTY LTD

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 5/25/2017



Alexander F. MacKinnon
U.S. Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of _____ **[insert formal name of the case and the
number and initials assigned to it by the court]**. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in
any manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions of this
Order. I further agree to submit to the jurisdiction of the United States District
Court for the Central District of California for enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of
this action.

I hereby appoint _____ [print or type full name]
of _____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____