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 9 Defendant Webullient, Inc. and Counter-  
 10 Defendants Chad Grohman, FIIK Holdings,  
 11 LLC, Transparent Media Ventures, LLC,  
 12 and The Search Agents, LLC

13 **UNITED STATES DISTRICT COURT**  
 14 **CENTRAL DISTRICT OF CALIFORNIA**

15 Webullient, Inc.  
 16 Plaintiff,  
 17 v.  
 18 Gregory Strickler  
 19 Defendant.

Case No.: 2:17-7294 SJO (PJW)  
 Chief Magistrate Judge Hon. Patrick  
 J. Walsh

**STIPULATED PROTECTIVE  
 ORDER**

Action Filed: August 22, 2017

20 and related Counter-claims

1 1 A. PURPOSES AND LIMITATIONS

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

15 B. GOOD CAUSE STATEMENT

16 This action arises from Plaintiff Webullient, Inc.’s allegations that its former  
17 employee, Defendant Gregory Strickler, sabotaged its software code, and  
18 misappropriated its trade secrets, code, and other confidential information for his  
19 own benefit. Mr. Strickler has cross-claimed that he was improperly denied a buyout  
20 of his Class B shares in FIIK by the other equity owner, Chad Grohman; that  
21 Grohman breached his fiduciary duties to Strickler and the Companies by denying  
22 Strickler distributions from third party defendant, TSA, refusing to provide Strickler  
23 access to the books and records of Webullient, FIIK, TMV, the Consolidated  
24 Companies, and TSA, and misappropriating company funds. Because Webullient,  
25 Inc. alleges it owns trade secrets that are valuable and would enable Strickler to set  
26 up a direct competitor to Webullient and related companies, and because the  
27 allegations at issue involve confidential and proprietary information and contracts,  
28 as well as the individual parties’ private financial information, this action is likely to

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

## 22 2 DEFINITIONS

23 2.1 Action: this pending federal law suit.

24 2.2 Challenging Party: a Party or Non-Party that challenges the  
25 designation of information or items under this Order.

26 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
27 how it is generated, stored or maintained) or tangible things that qualify for  
28

1 protection under Federal Rule of Civil Procedure 26(c), and as specified  
2 above in the Good Cause Statement.

3 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
4 their support staff).

5 2.5 Designating Party: a Party or Non-Party that designates information or  
6 items that it produces in disclosures or in responses to discovery as  
7 “CONFIDENTIAL.” or “HIGHLY CONFIDENTIAL”

8 2.6 Disclosure or Discovery Material: all items or information, regardless  
9 of the medium or manner in which it is generated, stored, or maintained  
10 (including, among other things, testimony, transcripts, and tangible things),  
11 that are produced or generated in disclosures or responses to discovery in this  
12 matter.

13 2.7 Expert: a person with specialized knowledge or experience in a matter  
14 pertinent to the litigation who has been retained by a Party or its counsel to  
15 serve as an expert witness or as a consultant in this Action.

16 2.8 “HIGHLY CONFIDENTIAL” Information or Items: information  
17 (regardless of how it is generated, stored or maintained) or tangible things that  
18 qualify for protection under Federal Rule of Civil Procedure 26(c), and as  
19 specified above in the Good Cause Statement which belongs to a Designating  
20 Party who believes in good faith that the Disclosure of such information to  
21 another Party or non-Party would create a substantial risk of serious financial  
22 or other injury that cannot be avoided by less restrictive means.

23 2.9 Highly Confidential Materials means any Documents, Testimony, or  
24 Information, as defined below, designated as “Highly Confidential” pursuant  
25 to the provisions of this Stipulation and Protective Order.

26 2.10 House Counsel: attorneys who are employees of a party to this Action.  
27 House Counsel does not include Outside Counsel of Record or any other  
28 outside counsel.

1 2.11 Non-Party: any natural person, partnership, corporation, association, or  
2 other legal entity not named as a Party to this action.

3 2.12 Outside Counsel of Record: attorneys who are not employees of a  
4 party to this Action but are retained to represent or advise a party to this  
5 Action and have appeared in this Action on behalf of that party or are  
6 affiliated with a law firm which has appeared on behalf of that party, and  
7 includes support staff.

8 2.13 Party: any party to this Action, including all of its officers, directors,  
9 employees, consultants, retained experts, and Outside Counsel of Record (and  
10 their support staffs).

11 2.14 Producing Party: a Party or Non-Party that produces Disclosure or  
12 Discovery Material in this Action.

13 2.15 Professional Vendors: persons or entities that provide litigation  
14 support services (e.g., photocopying, videotaping, translating, preparing  
15 exhibits or demonstrations, and organizing, storing, or retrieving data in any  
16 form or medium) and their employees and subcontractors.

17 2.16 Protected Material: any Disclosure or Discovery Material that is  
18 designated as “CONFIDENTIAL.” or “HIGHLY CONFIDENTIAL”

19 2.17 Receiving Party: a Party that receives Disclosure or Discovery  
20 Material from a Producing Party.

21  
22 3 SCOPE

23 The protections conferred by this Stipulation and Order cover not only  
24 Protected Material (as defined above), but also (1) any information copied or  
25 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
26 compilations of Protected Material; and (3) any testimony, conversations, or  
27 presentations by Parties or their Counsel that might reveal Protected Material.  
28

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

3 4 DURATION

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

12 5 DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection.

14 Each Party or Non-Party that designates information or items for protection under  
15 this Order must take care to limit any such designation to specific material that  
16 qualifies under the appropriate standards. The Designating Party must designate for  
17 protection only those parts of material, documents, items, or oral or written  
18 communications that qualify so that other portions of the material, documents,  
19 items, or communications for which protection is not warranted are not swept  
20 unjustifiably within the ambit of this Order.

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

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

1           5.2    Manner and Timing of Designations. Except as otherwise provided in  
2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
4 under this Order must be clearly so designated before the material is disclosed or  
5 produced.

6           Designation in conformity with this Order requires:

7           (a) for information in documentary form (e.g., paper or electronic documents,  
8 but excluding transcripts of depositions or other pretrial or trial proceedings),  
9 that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” or  
10 “HIGHLY CONFIDENTIAL” (hereinafter “CONFIDENTIAL” or “HIGHLY  
11 CONFIDENTIAL” legend), to each page that contains protected material. If  
12 only a portion or portions of the material on a page qualifies for protection, the  
13 Producing Party also must clearly identify the protected portion(s) (e.g., by  
14 making appropriate markings in the margins).

15           A Party or Non-Party that makes original documents available for inspection  
16 need not designate them for protection until after the inspecting Party has  
17 indicated which documents it would like copied and produced. During the  
18 inspection and before the designation, all of the material made available for  
19 inspection shall be deemed “CONFIDENTIAL” or “HIGHLY  
20 CONFIDENTIAL.” After the inspecting Party has identified the documents it  
21 wants copied and produced, the Producing Party must determine which  
22 documents, or portions thereof, qualify for protection under this Order. Then,  
23 before producing the specified documents, the Producing Party must affix the  
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL legend” to each page that  
25 contains Protected Material. If only a portion or portions of the material on a  
26 page qualifies for protection, the Producing Party also must clearly identify the  
27 protected portion(s) (e.g., by making appropriate markings in the margins).  
28

1 (b) for testimony given in depositions that the Designating Party  
2 identify the Disclosure or Discovery Material on the record, before the close  
3 of the deposition all protected testimony.

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

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

## 17 6 CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
19 designation of confidentiality at any time that is consistent with the Court’s  
20 Scheduling Order.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
22 resolution process under Local Rule 37.1 *et seq*.

23 6.3 The burden of persuasion in any such challenge proceeding shall be on  
24 the Designating Party. Frivolous challenges, and those made for an improper  
25 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
26 parties) may expose the Challenging Party to sanctions. Unless the Designating  
27 Party has waived or withdrawn the confidentiality designation, all parties shall  
28 continue to afford the material in question the level of protection to which it is

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

3       6.4   Exercise of Restraint and Care in Designating Material for Protection.

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

11 7   ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

22       7.2   Disclosure of “HIGHLY CONFIDENTIAL” Information or Items.  
23 Unless otherwise ordered by the court or permitted in writing by the Designating  
24 Party, a Receiving Party may disclose any information or item designated  
25 “HIGHLY CONFIDENTIAL” only to:

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

- 1 (b) Experts (as defined in this Order) of the Receiving Party to whom  
2 disclosure is reasonably necessary for this Action and who have signed the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 4 (c) professional jury or trial consultants, mock jurors, and Professional  
5 Vendors to whom disclosure is reasonably necessary for this Action and  
6 who have signed the “Acknowledgment and Agreement to Be Bound”  
7 (Exhibit A);
- 8 (d) the author or recipient of a document containing the information or a  
9 custodian or other person who otherwise possessed or knew the  
10 information;
- 11 (e) the court and its personnel;
- 12 (f) court reporters and their staff;
- 13 (g) any mediator or settlement officer, and their supporting personnel,  
14 mutually agreed upon by any of the parties engaged in settlement  
15 discussions

16 7.3 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
17 otherwise ordered by the court or permitted in writing by the Designating Party, a  
18 Receiving Party may disclose any information or item designated  
19 “CONFIDENTIAL” only to:

- 20 (a) Persons to whom “HIGHLY CONFIDENTIAL” Information or Items may  
21 be disclosed;
- 22 (b) the officers, directors, and employees (including House Counsel) of the  
23 Receiving Party to whom disclosure is reasonably necessary for this  
24 Action; and
- 25 (c) during their depositions, witnesses ,and attorneys for witnesses, in the  
26 Action to whom disclosure is reasonably necessary provided: (1) the  
27 deposing party requests that the witness sign the form attached as Exhibit  
28 1 hereto; and (2) they will not be permitted to keep any confidential

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

7 8 PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
8 OTHER LITIGATION

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

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

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

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

20 If the Designating Party timely seeks a protective order, the Party served with  
21 the subpoena or court order shall not produce any information designated in this  
22 action as “CONFIDENTIAL” before a determination by the court from which the  
23 subpoena or order issued, unless the Party has obtained the Designating Party’s  
24 permission. The Designating Party shall bear the burden and expense of seeking  
25 protection in that court of its confidential material and nothing in these provisions  
26 should be construed as authorizing or encouraging a Receiving Party in this Action  
27 to disobey a lawful directive from another court.

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

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

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

12 (1) promptly notify in writing the Requesting Party and the Non-  
13 Party

14 that some or all of the information requested is subject to a  
15 confidentiality agreement with a Non-Party;

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

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

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

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10 UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

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

11 INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

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

12 MISCELLANEOUS.

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

1           12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
2 person to seek its modification by the Court in the future.

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

8           12.3 Filing Protected Material. A Party that seeks to file under seal any  
9 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
10 only be filed under seal pursuant to a court order authorizing the sealing of the  
11 specific Protected Material at issue. If a Party's request to file Protected Material  
12 under seal is denied by the court, then the Receiving Party may file the information  
13 in the public record unless otherwise instructed by the court.

14

15 **13 FINAL DISPOSITION.**

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

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

6  
7 14 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.

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12 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

13  
14 DATED: April 16, 2018

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16 \_\_\_\_\_  
17 Hon. Patrick J. Walsh

18 U.S. Magistrate Judge  
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1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3  
4 I, \_\_\_\_\_ [print or type full name],  
5 of \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
6 that I have read in its entirety and understand the Stipulated Protective Order that  
7 was issued by the United States District Court for the Central District of California  
8 on [date] in the case of *Webullient, Inc. v. Gregory Strickler, et al.*, USDC, Case  
9 No.: 2:17-7294 SJO (PJW). I agree to comply with and to be bound by all the terms  
10 of this Stipulated Protective Order and I understand and acknowledge that failure to  
11 so 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 that  
13 is subject to this Stipulated Protective Order to any person or entity except in strict  
14 compliance with the provisions of this Order. I further agree to submit to the  
15 jurisdiction of the United States District Court for the Central District of California  
16 for the purpose of enforcing the terms of this Stipulated Protective Order, even if  
17 such enforcement proceedings occur after termination of this action. I hereby  
18 appoint \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_ [print or type full address and  
20 telephone number] as my California agent for service of process in connection with  
21 this action or any proceedings related to enforcement of this Stipulated Protective  
22 Order.

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

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

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

27  
28 Signature: \_\_\_\_\_