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NOTE: CHANGES MADE BY THE COURT

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

14 34 CABOT HOLDINGS, LLC, a
 15 California limited liability company,

16 Plaintiff,

17 vs.

18 GREGORY CARGILL, an individual;
 JOHN FURNARI, an individual; and
 19 DOES 1 through 10, inclusive,

20 Defendants.

CASE NO.: 2:17-cv-8117-JAK (JPRx)

DISCOVERY MATTER

**ORDER APPROVING
 STIPULATED PROTECTIVE
 ORDER**

21 GREGORY CARGILL, an individual;
 22 JOHN FURNARI, an individual,

23 Counter-Claimants,

24 vs.

25 34 CABOT HOLDINGS, LLC,
 formerly known as BLITZ DIGITAL
 26 STUDIOS, LLC, a California limited
 liability company; and ROES 1 through
 27 10, inclusive,

28 Counter-Defendants.

1 The Court, having reviewed and considered the Stipulated Protective Order
2 submitted by Plaintiff/Counter-Defendant 34 CABOT HOLDINGS, LLC and
3 Defendants/Counter-Plaintiffs GREGORY CARGILL and JOHN FURNARI
4 (hereinafter referred to as the “Parties”), and good cause appearing for the same,
5 hereby GRANTS the Parties stipulation and hereby adopts the stipulated terms
6 proposed by the Parties as the Order of this Court as set forth below:

7 **1. PURPOSES AND LIMITATIONS**

8 Disclosure and discovery activity in this action are likely to involve
9 production of confidential, proprietary, or private information for which special
10 protection from public disclosure and from use for any purpose other than
11 prosecuting this litigation may be warranted. Accordingly, the parties hereby
12 stipulate to and petition the court to enter the following Stipulated Protective Order.
13 The parties acknowledge that this Order does not confer blanket protections on all
14 disclosures or responses to discovery and that the protection it affords from public
15 disclosure and use extends only to the limited information or items that the parties
16 believe are entitled to confidential treatment under the applicable legal principles.
17 The parties further acknowledge, as set forth in Section 12.3, below, that this
18 Stipulated Protective Order does not entitle them to file confidential information
19 under seal; the Court’s Local Rules set forth the procedures that must be followed
20 and the standards that will be applied when a party seeks permission from the court
21 to file material under seal.

22 **2. DEFINITIONS**

23 **2.1. Challenging Party:** a Party or Non-Party that challenges the
24 designation of information or items under this Order.

25 **2.2. “CONFIDENTIAL” Information or Items:** information (regardless
26 of how it is generated, stored or maintained) or tangible things that the Producing
27 Party (defined herein) in good faith contends constitutes or contains information that
28

1 is confidential, sensitive, competitive, or potentially invasive of an individual's
2 privacy interests.

3 **2.3. Counsel** (without qualifier): Outside Counsel of Record and House
4 Counsel (as well as their support staff).

5 **2.4. 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.”

8 **2.5. Disclosure or Discovery Material:** all items or information, regardless
9 of the medium or manner in which it is generated, stored, or maintained (including,
10 among other things, testimony, transcripts, and tangible things), that are produced or
11 generated in disclosures or responses to discovery in this matter.

12 **2.6. Expert:** a person with specialized knowledge or experience in a matter
13 pertinent to the litigation who has been retained by a Party or its Counsel to serve as
14 an expert witness or as a consultant in this action.

15 **2.7. House Counsel:** attorneys who are employees of a party to this action.
16 House Counsel does not include Outside Counsel of Record or any other outside
17 counsel.

18 **2.8. Non-Party:** any natural person, partnership, corporation, association, or
19 other legal entity not named as a Party to this action.

20 **2.9. Outside Counsel of Record:** attorneys who are not employees of a
21 party to this action but are retained to represent or advise a party to this action and
22 have appeared in this action on behalf of that party or are affiliated with a law firm
23 which has appeared on behalf of that party.

24 **2.10. Party:** any party to this action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and their
26 support staffs).

27 **2.11. Producing Party:** a Party or Non-Party that produces Disclosure or
28 Discovery Material in this action.

1 **2.12. Professional Vendors:** persons or entities that provide litigation
2 support services (e.g., photocopying, videotaping, court reporting, translating,
3 preparing exhibits or demonstrations, and organizing, storing, or retrieving data in
4 any form or medium) and their employees and subcontractors.

5 **2.13. Protected Material:** any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL.”

7 **2.14. 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 However, the protections conferred by this Stipulation and Order do not cover the
16 following information: (a) any information that is in the public domain at the time of
17 disclosure to a Receiving Party or becomes part of the public domain after its
18 disclosure to a Receiving Party as a result of publication not involving a violation of
19 this Order, including becoming part of the public record through trial or otherwise;
20 and (b) any information known to the Receiving Party prior to the disclosure or
21 obtained by the Receiving Party after the disclosure from a source who obtained the
22 information lawfully and under no obligation of confidentiality to the Designating
23 Party. Any use of Protected Material at trial shall be governed by a separate
24 agreement or order.

25 **4. DURATION**

26 Even after final disposition of this litigation, the confidentiality obligations
27 imposed by this Order shall remain in effect until a Designating Party agrees
28 otherwise in writing or a court order otherwise directs. Final disposition shall be

1 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
2 or without prejudice; and (2) final judgment herein after the completion and
3 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
4 including the time limits for filing any motions or applications for extension of time
5 pursuant to applicable law.

6 **5. DESIGNATING PROTECTED MATERIAL**

7 **5.1. Exercise of Restraint and Care in Designating Material for**
8 **Protection.** Each Party or Non-Party that designates information or items for
9 protection under this Order must take care to limit any such designation to specific
10 material that qualifies under the appropriate standards. To the extent it is practical
11 to do so, the Designating Party must designate for protection only those parts of
12 material, documents, items, or oral or written communications that qualify – so that
13 other portions of the material, documents, items, or communications for which
14 protection is not warranted are not swept unjustifiably within the ambit of this
15 Order.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations
17 that are shown to be clearly unjustified or that have been made for an improper
18 purpose (e.g., to unnecessarily encumber or retard the case development process or
19 to impose unnecessary expenses and burdens on other parties) expose the
20 Designating Party to sanctions.

21 If it comes to a Designating Party’s attention that information or items that it
22 designated for protection do not qualify for protection at all or do not qualify for the
23 level of protection initially asserted, that Designating Party must promptly notify all
24 other parties that it is withdrawing the mistaken designation.

25 **5.2. Manner and Timing of Designations.** Except as otherwise provided
26 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
27 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
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1 under this Order must be clearly so designated before the material is disclosed or
2 produced.

3 Designation in conformity with this Order requires:

4 (a) *for information in documentary form* (e.g., paper or electronic documents,
5 but excluding transcripts of depositions or other pretrial or trial proceedings), that
6 the Producing Party, to the extent practical, affix the legend “CONFIDENTIAL” to
7 each page that contains protected material. If not practical to mark each such page,
8 then the Producing Party will give other written notice of the designation. 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 appropriate
11 markings in the margins or by other written notification of the designation) and must
12 specify, for each portion, the level of protection being asserted.

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

27 (b) *for testimony given in deposition or in other discovery-related*
28 *proceedings*, that the Designating Party identify on the record, before the close of

1 the deposition, hearing, or other proceeding, all protected testimony and further
2 specify any portions of the testimony that qualify as “CONFIDENTIAL.” When it
3 is impractical to identify separately each portion of testimony that is entitled to
4 protection and it appears that substantial portions of the testimony may qualify for
5 protection, the Designating Party may invoke on the record (before the deposition,
6 hearing, or other proceeding is concluded) a right to have up to 60 days after
7 receiving a prepared transcript thereof to identify the specific portions of the
8 testimony as to which protection is sought and to specify the level of protection
9 being asserted (“CONFIDENTIAL”). Only those portions of the testimony that are
10 appropriately designated for protection within the 60 days shall be covered by the
11 provisions of this Stipulated Protective Order. Alternatively, a Designating Party
12 may specify, at the deposition or up to 60 days afterwards, that the entire transcript
13 shall be treated as “CONFIDENTIAL.”

14 Parties shall give the other parties notice if they reasonably expect a
15 deposition, hearing or other proceeding to include Protected Material so that the
16 other parties can ensure that only authorized individuals who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
18 proceedings. The use of a document as an exhibit at a deposition shall not in any
19 way affect its designation as “CONFIDENTIAL.”

20 Transcripts containing Protected Material shall have an obvious legend on the
21 title page that the transcript contains Protected Material, and the title page shall be
22 followed by a list of all pages (including line numbers as appropriate) that have been
23 designated as Protected Material and the level of protection being asserted by the
24 Designating Party. The Designating Party shall inform the court reporter of these
25 requirements. Any transcript that is prepared before the expiration of a period for
26 designation set forth in this Protective Order shall be treated during that period as if
27 it had been designated “CONFIDENTIAL” in its entirety unless otherwise agreed.
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1 After the expiration of that period, the transcript shall be treated only as actually
2 designated.

3 (c) *for information produced in some form other than documentary and for*
4 *any other tangible items*, that the Producing Party affix in a prominent place on the
5 exterior of the container or containers in which the information or item is stored the
6 legend “CONFIDENTIAL” to the extent practical or otherwise give written notice
7 of the designation. If only a portion or portions of the information or item warrant
8 protection, the Producing Party, to the extent practicable, shall identify the protected
9 portion(s) and specify the level of protection being asserted.

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

16 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

17 **6.1. Timing of Challenges.** Any Party or Non-Party may challenge a
18 designation of confidentiality at any time consistent with the court’s scheduling
19 order. Unless a prompt challenge to a Designating Party’s confidentiality
20 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary
21 economic burdens, or a significant disruption or delay of the litigation, a Party does
22 not waive its right to challenge a confidentiality designation by electing not to
23 mount a challenge promptly after the original designation is disclosed.

24 **6.2. Meet and Confer.** The Challenging Party shall initiate the dispute
25 resolution process by providing written notice of each designation it is challenging
26 and describing the basis for each challenge. To avoid ambiguity as to whether a
27 challenge has been made, the written notice must recite that the challenge to
28 confidentiality is being made in accordance with this specific paragraph of the

1 Protective Order and Local Rule 37. The parties shall attempt to resolve each
2 challenge in good faith and must begin the process by conferring directly (in voice
3 to voice dialogue; other forms of communication are not sufficient) within 10 days
4 of the date of service of notice. In conferring, the Challenging Party must explain
5 the basis for its belief that the confidentiality designation was not proper and must
6 give the Designating Party an opportunity to review the designated material, to
7 reconsider the circumstances, and, if no change in designation is offered, to explain
8 the basis for the chosen designation. A Challenging Party may proceed to the next
9 stage of the challenge process only if it has engaged in this meet and confer process
10 first or establishes that the Designating Party is unwilling to participate in the meet
11 and confer process in a timely manner.

12 **6.3. Judicial Intervention.** If the Parties cannot resolve a challenge,
13 including a challenge to the designation of a deposition transcript or any portions
14 thereof, without court intervention, the Challenging Party shall file and serve a
15 motion to remove a confidentiality designation in accordance with the Court’s Local
16 Rules within 21 days of the initial notice of challenge or within 14 days of the
17 parties agreeing that the meet and confer process will not resolve their dispute,
18 whichever is later. Each such motion must be accompanied by a competent
19 declaration affirming that the movant has complied with the meet and confer
20 requirements imposed in the preceding paragraph and Local Rule 37. Failure by the
21 Challenging Party to make such a motion including the required declaration within
22 21 days (or 14 days, if applicable) shall automatically waive the confidentiality
23 challenge for each challenged designation.

24 The burden of persuasion in any such challenge proceeding shall be on the
25 Designating Party. Frivolous challenges and those made for an improper purpose
26 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
27 expose the Challenging Party to sanctions. All parties shall continue to afford the
28

1 material in question the level of protection to which it is entitled under the
2 Producing Party’s designation until the court rules on the challenge.

3 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

4 **7.1. Basic Principles.** A Receiving Party may use Protected Material that
5 is disclosed or produced by another Party or by a Non-Party in connection with this
6 case only for prosecuting, defending, or attempting to settle this litigation. Such
7 Protected Material may be disclosed only to the categories of persons and under the
8 conditions described in this Order. When the litigation has been terminated, a
9 Receiving Party must comply with the provisions of Section 13 below (FINAL
10 DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a
12 location and in a secure manner that ensures that access is limited to the persons
13 authorized under this Order. If for example, any electronic Protected Material is
14 produced in password-protected form, it shall be stored by the Receiving Party in
15 password-protected form.

16 **7.2. 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 review and disclose any information or item designated
19 “CONFIDENTIAL” only to:

20 (a) the Receiving Party’s Outside Counsel of Record in this action, as well
21 as employees of said Outside Counsel of Record to whom it is reasonably necessary
22 to disclose the information for this litigation and who have signed the
23 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
24 A;

25 (b) the officers, directors, and employees (including House Counsel) of the
26 Receiving Party to whom disclosure is reasonably necessary for this litigation and
27 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
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1 (c) Experts (as defined in this Order) of the Receiving Party to whom
2 disclosure is reasonably necessary for this litigation and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (d) the Court and its personnel;

5 (e) court reporters and their staff, professional jury or trial consultants,
6 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary
7 for this litigation and who have signed the “Acknowledgment and Agreement to Be
8 Bound” (Exhibit A);

9 (f) during their depositions, witnesses in the action to whom disclosure is
10 reasonably necessary, who will be provided a copy of this Order and asked to sign
11 the “Acknowledgment and Agreement to Be Bound” (Exhibit A). Pages of
12 transcribed deposition testimony or exhibits to depositions that reveal Protected
13 Material must be separately bound by the court reporter, who must affix on each
14 such page the legend “CONFIDENTIAL & SUBJECT TO CONFIDENTIALITY
15 ORDER,” as instructed by the Party or Non-Party offering or sponsoring the witness
16 or presenting the testimony, and may not be disclosed to anyone except as permitted
17 under this Stipulated Protective Order;

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

20 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
21 **PRODUCED IN OTHER LITIGATION**

22 If a Party is served with a subpoena or a court order issued in other litigation
23 that compels disclosure of any information or items designated in this action as
24 “CONFIDENTIAL,” that Party must:

25 (a) promptly notify in writing the Designating Party. Such notification
26 shall include a copy of the subpoena or court order unless prohibited by law;

27 (b) promptly notify in writing the party who caused the subpoena or order
28 to issue in the other litigation that some or all of the material covered by the

1 subpoena or order is subject to this Protective Order. Such notification shall include
2 a copy of this Stipulated Protective Order; and

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

5 The Receiving Party will make no disclosure of any Protected Material prior
6 to the deadline set forth in the subpoena. If the Designating Party timely seeks a
7 protective order, the Party served with the subpoena or court order shall not produce
8 any information designated in this action as “CONFIDENTIAL” before a
9 determination by the Court from which the subpoena or order issued, unless the
10 Party has obtained the Designating Party’s permission or a court so orders. The
11 Designating Party shall bear the burden and expense of seeking protection in that
12 court of its confidential material – and nothing in these provisions should be
13 construed as authorizing or encouraging a Receiving Party in this action to disobey a
14 lawful directive from another court.

15 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
16 **PRODUCED IN THIS LITIGATION**

17 (a) The terms of this Order are applicable to information produced by a
18 Non-Party in this action and designated as “CONFIDENTIAL.” Such information
19 produced by Non-Parties in connection with this litigation is protected by the
20 remedies and relief provided by this Order. Nothing in these provisions should be
21 construed as prohibiting a Non-Party from seeking additional protections.

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

- 26 1. promptly notify in writing the Requesting Party and the Non-
27 Party that some or all of the information requested is subject to a
28 confidentiality agreement with a Non-Party;

1 2. promptly provide the Non-Party with a copy of the Stipulated
2 Protective Order in this litigation, the relevant discovery request(s), and a
3 reasonably specific description of the information requested; and

4 3. make the information requested available for inspection by the
5 Non-Party.

6 (c) If the Non-Party fails to object or seek a protective order from this
7 court within fourteen (14) days of receiving the notice and accompanying
8 information, the Receiving Party may produce the Non-Party’s confidential
9 information responsive to the discovery request. If the Non-Party timely seeks a
10 protective order, the Receiving Party shall not produce any information in its
11 possession or control that is subject to the confidentiality agreement with the Non-
12 Party before a determination by the Court.¹ Absent a court order to the contrary, the
13 Non-Party shall bear the burden and expense of seeking protection in this court of its
14 Protected Material.

15 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

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27 ¹ The purpose of this provision is to alert the interested parties to the existence
28 of confidentiality rights of a Non-Party and to afford the Non-Party an opportunity
 to protect its confidentiality interests in this court.

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 protection,
5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
7 may be established in an e-discovery order that provides for production without
8 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), the
9 parties have reached the following agreement on the effect of disclosure of a
10 communication or information covered by the attorney-client privilege or work
11 product protection:

12 Pursuant to Federal Rule of Evidence 502, the inadvertent production or
13 disclosure of any document or thing otherwise protected by the attorney-client
14 privilege or attorney work product immunity shall not operate as a waiver of any
15 such privilege or immunity if, after learning of the inadvertent production or
16 disclosure, the party who made the inadvertent production or disclosure sends to any
17 Receiving Party a written request for the return or destruction of such documents or
18 things. Upon receiving such a request, the Receiving Party shall immediately take
19 all necessary steps to return or destroy such documents or things, including all
20 copies and electronic copies, and make a written certification to the Producing Party
21 of such compliance. If the Receiving Party disclosed the inadvertently produced
22 document or thing before being notified by the Producing Party, it must take
23 reasonable steps to retrieve the inadvertently produced document or thing.
24 Additionally:

25 (a) If the Receiving Party wishes to contest that any such inadvertently
26 produced document or thing is protected by the attorney-client privilege or by
27 attorney work-product immunity, the Receiving Party shall so notify the Producing
28 Party in writing when the document or thing is returned to the Producing Party.

1 Within 10 court days after receiving such notification, the Producing Party shall
2 provide to the Requesting Party a list identifying all such returned documents and
3 things in the Receiving Party’s notice and stating the basis for the claim of privilege
4 or immunity. Within five (5) court days after receiving such a list, and after the
5 parties have attempted to resolve the dispute through a meaningful meet-and-confer,
6 the Receiving Party may file a motion to compel production of such documents and
7 things, the protection of which is still disputed under Local Rule 37. If such a
8 motion is filed, the Producing Party shall have the burden of proving that the
9 documents and things in dispute are protected by the attorney-client privilege or by
10 attorney work-product immunity.

11 (b) With respect to documents and things subsequently generated by a
12 Receiving Party, which documents and things contain information derived from
13 such inadvertently produced documents and things, if the Receiving Party does not
14 notify the Producing Party that the Requesting Party disputes the claims of attorney-
15 client privilege or attorney work-product immunity, the Receiving Party shall
16 immediately destroy or redact the derivative documents and things in a manner such
17 that the derivative information cannot in any way be retrieved or reproduced.

18 (c) In no event, however, shall the return or destruction of demanded
19 documents be delayed or refused because of a Receiving Party’s objection to the
20 demand or by the filing of a motion to compel. Furthermore, until and unless such
21 motion to compel is granted, the Receiving Party shall neither quote nor
22 substantively reveal any privileged information contained within the documents or
23 things at issue, either prior to or following their return, except to the extent such
24 information is reflected in an appropriate privilege log.

25 **12. MISCELLANEOUS**

26 **12.1. Right to Further Relief.** Nothing in this Order abridges the right of
27 any Party or Non-Party (“Modifying Party”) to seek its modification by the court in
28 the future, including without limitation to provide for a “HIGHLY

1 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” confidentiality designation. In
2 the event a dispute arises between any Parties and/or any Non-Party as to a
3 modification of this Protective Order, and if the Parties and/or Non-Party cannot
4 resolve such a dispute without court intervention, the Modifying Party shall file and
5 serve a motion to modify in accordance with the Court’s Local Rules. Nothing in
6 this Confidentiality Order constitutes any type of express or implied waiver or
7 limitation by the Parties of any of their rights under the Federal Rules of Civil
8 Procedure, the Federal Rules of Evidence, or the Court’s Local Rules.

9 **12.2. Right to Assert Other Objections.** By stipulating to the entry of this
10 Protective Order no Party waives any right it otherwise would have to object to
11 disclosing or producing any information or item on any ground not addressed in this
12 Stipulated Protective Order. Similarly, no Party waives any right to object on any
13 ground to use in evidence any of the material covered by this Protective Order.

14 **12.3. Filing Protected Material.** Without written permission from the
15 Designating Party or a court order secured after appropriate notice to all interested
16 persons, a Party may not file in the public record in this action any Protected
17 Material. A Party that seeks to file under seal any Protected Material must comply
18 with this Court’s Local Rules. Protected Material may only be filed under seal
19 pursuant to a court order authorizing the sealing of the specific Protected Material at
20 issue. A sealing order will issue only upon a request establishing that the Protected
21 Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
22 protection under the law. If a Receiving Party’s request to file Protected Material
23 under seal is denied by the Court, then the Receiving Party may file the Protected
24 Material in the public record in accordance with the Court’s Local Rules, unless
25 otherwise instructed by the Court.

26 **12.4. Stipulation Binding Upon Execution and For Limited Duration.** By
27 signing this Confidentiality Order, the Parties agree to be bound by its terms, upon
28 execution by all Parties, even if the Confidentiality Order is not entered by the

1 Court, subject to the further stipulation by the Parties and/or order of the Court
2 regarding the treatment of any documents or information that was provided pursuant
3 to its terms. Nothing in this Confidentiality Order constitutes any type of express or
4 implied waiver or limitation by the Parties of any of their rights under the Federal
5 Rules of Civil Procedure, the Federal Rules of Evidence or the Court's Local Rules.

6 **13. FINAL DISPOSITION**

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

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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 type full address], declare
5 under penalty of perjury that I have read in its entirety and understand the Protective
6 Order that was issued by the United States District Court for the Central District of
7 California on _____ [date] in the case of *34 Cabot Holdings, LLC v.*
8 *Gregory Cargill, et al.*, U.S. District Court, Central District of California, Case No.
9 2:17-cv-08117-JAK-JPR. I agree to comply with and to be bound by all the terms
10 of this Protective Order and I understand and acknowledge that failure to so comply
11 could expose me to sanctions and punishment in the nature of contempt. I solemnly
12 promise that I will not disclose in any manner any information or item that is subject
13 to this Protective Order to any person or entity except in strict compliance with the
14 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 Protective Order, even if such enforcement proceedings occur after termination of
18 this action.

19
20 Date: _____

21
22 City and State where sworn and signed: _____

23
24 Printed name: _____

25
26 Signature: _____