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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

IRONHAWK TECHNOLOGIES, INC.,
a Delaware corporation,

Plaintiff,

v.

SALESFORCE.COM, INC., a Delaware
corporation; and DOES 1–10, inclusive,

Defendants.

Case No. 2:17-cv-8277-PSG (FFM)

**PROTECTIVE ORDER PURSUANT
TO STIPULATION**

Action Filed: November 14, 2017
Trial Date: February 5, 2019

1 **1. A. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this Action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,
5 the parties hereby stipulate to and petition the court to enter the following Stipulated Protective
6 Order. The parties acknowledge that this Order does not confer blanket protections on all
7 disclosures or responses to discovery and that the protection it affords from public disclosure and
8 use extends only to the limited information or items that are entitled to confidential treatment under
9 the applicable legal principles. The parties further acknowledge, as set forth in Section 14.4, below,
10 that this Stipulated Protective Order does not entitle them to file confidential information under
11 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that
12 will be applied when a party seeks permission from the court to file material under seal.

13 **B. GOOD CAUSE STATEMENT**

14 Because this Action involves the use of trademarks in the connection with the buying and
15 selling of products, this Action is likely to involve trade secrets, customer and pricing lists and other
16 valuable research, development, commercial, financial, technical and/or proprietary information for
17 which special protection from public disclosure and from use for any purpose other than
18 prosecution of this Action is warranted. Such confidential and proprietary materials and
19 information consist of, among other things, confidential business or financial information,
20 information regarding confidential business practices, or other confidential research, development,
21 or commercial information (including information implicating privacy rights of third parties),
22 information otherwise generally unavailable to the public, or which may be privileged or otherwise
23 protected from disclosure under state or federal statutes, court rules, case decisions, or common law.
24 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over
25 confidentiality of discovery materials, to adequately protect information the parties are entitled to
26 keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material
27 in preparation for and in the conduct of trial, to address their handling at the end of the litigation,
28 and serve the ends of justice, a protective order for such information is justified in this matter. It is

1 the intent of the 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 maintained in a
3 confidential, non-public manner, and there is good cause why it should not be part of the public
4 record of this case.

5 **2. DEFINITIONS**

6 2.1 Action: *Ironhawk Technologies, Inc. v. Salesforce.com, Inc.*, Case No. 2:17-CV-
7 08277-PSG (FFM).

8 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
9 information or items under this Order.

10 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is
11 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
12 Civil Procedure 26(c), and as specified above in the Good Cause Statement.

13 2.4 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well
14 as their support staff).

15 2.5 Designating Party: a Party or Non-Party that designates information or items that it
16 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

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

22 2.7 Expert: (1) a person with specialized knowledge or experience in a matter pertinent
23 to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
24 consultant in this Action, (2) is not a past or current employee of a Party, and (3) at the time of
25 retention, is not anticipated to become an employee of a Party. Subject to the rules in section 7.4
26 below, all experts must be disclosed to the other Party before “CONFIDENTIAL” or “HIGHLY
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information or items are disclosed to the
28 proposed expert and the other Party shall have an opportunity to object.

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2 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
3 Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another Party
4 or Non-Party would create a substantial risk of serious harm that could not be avoided by less
5 restrictive means.

6 2.9 House Counsel: attorneys who are employees of a party to this Action and whose
7 responsibilities relate primarily to litigation and do not relate to competitive decision-making.
8 House Counsel does not include Outside Counsel of Record or any other outside counsel.

9 2.10 Non-Party: any natural person, partnership, corporation, association, or other legal
10 entity not named as a Party to this Action.

11 2.11 Outside Counsel of Record: attorneys who are not employees of a party to this
12 Action but are retained to represent or advise a party to this Action and have appeared in this Action
13 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

14 2.12 Party: any party to this Action, including all of its officers, directors, employees,
15 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

16 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
17 Material in this Action.

18 2.14 Professional Vendors: persons or entities that provide litigation support services
19 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
20 storing, or retrieving data in any form or medium) and their employees and subcontractors.

21 2.15 Protected Material: any Disclosure or Discovery Material that is designated as
22 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

23 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a
24 Producing Party.

25 **3. SCOPE**

26 The protections conferred by this Stipulation and Order cover not only Protected Material
27 (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all
28 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,

1 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
2 However, the protections conferred by this Stipulation and Order do not cover the following
3 information: (a) any information that is in the public domain at the time of disclosure to a
4 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a
5 result of publication not involving a violation of this Order, including becoming part of the public
6 record through trial or otherwise; and (b) any information known to the Receiving Party prior to the
7 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
8 information lawfully and under no obligation of confidentiality to the Designating Party.

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

11 **4. DURATION**

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

19 **5. DESIGNATING PROTECTED MATERIAL**

20 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
21 Non-Party that designates information or items for protection under this Order must take care to
22 limit any such designation to specific material that qualifies under the appropriate standards. To the
23 extent it is practical to do so, the Designating Party must designate for protection only those parts of
24 material, documents, items, or oral or written communications that qualify – so that other portions
25 of the material, documents, items, or communications for which protection is not warranted are not
26 swept unjustifiably within the ambit of this Order.

27 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
28 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily

1 encumber or retard the case development process or to impose unnecessary expenses and burdens
2 on other parties) expose the Designating Party to sanctions.

3 If it comes to a Designating Party's attention that information or items that it designated for
4 protection do not qualify for protection at all or do not qualify for the level of protection initially
5 asserted, that Designating Party must promptly notify all other parties that it is withdrawing the
6 mistaken designation.

7 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
8 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
9 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
10 designated before the material is disclosed or produced.

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic documents, but excluding
13 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the
14 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to
15 each page that contains protected material. If only a portion or portions of the material on a page
16 qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
17 by making appropriate markings in the margins) and must specify, for each portion, the level of
18 protection being asserted.

19 A Party or Non-Party that makes original documents or materials available for inspection
20 need not designate them for protection until after the inspecting Party has indicated which material
21 it would like copied and produced. During the inspection and before the designation, all of the
22 material made available for inspection shall be deemed "HIGHLY CONFIDENTIAL –
23 ATTORNEYS' EYES ONLY." After the inspecting Party has identified the documents it wants
24 copied and produced, the Producing Party must determine which documents, or portions thereof,
25 qualify for protection under this Order. Then, before producing the specified documents, the
26 Producing Party must affix the appropriate legend ("CONFIDENTIAL" or "HIGHLY
27 CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that contains Protected Material.
28 If only a portion or portions of the material on a page qualifies for protection, the Producing Party

1 also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the
2 margins) and must specify, for each portion, the level of protection being asserted.

3 (b) for testimony given in deposition ~~or in other pretrial or trial proceedings~~, that the
4 Designating Party identify on the record, before the close of the deposition, hearing, or other
5 proceeding, all protected testimony and specify the level of protection being asserted. When it is
6 impractical to identify separately each portion of testimony that is entitled to protection and it
7 appears that substantial portions of the testimony may qualify for protection, the Designating Party
8 may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right
9 to have up to 21 days to identify the specific portions of the testimony as to which protection is
10 sought and to specify the level of protection being asserted. Only those portions of the testimony
11 that are appropriately designated for protection within the 21 days shall be covered by the
12 provisions of this Stipulated Protective Order. Alternatively, a Designating Party may specify, at the
13 deposition or up to 21 days afterwards if that period is properly invoked, that the entire transcript
14 shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
15 ONLY.”

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

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

1 the expiration of that period, the transcript shall be treated only as actually designated.

2 (c) for information produced in some form other than documentary and for any other
3 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or
4 containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. If only a portion or portions of the information
6 or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected
7 portion(s) and specify the level of protection being asserted.

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
9 designate qualified information or items does not, standing alone, waive the Designating Party’s
10 right to secure protection under this Order for such material. Upon timely correction of a
11 designation, the Receiving Party must make reasonable efforts to assure that the material is
12 treated in accordance with the provisions of this Order.

13 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

14 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
15 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
16 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
17 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
18 challenge a confidentiality designation by electing not to mount a challenge promptly after the
19 original designation is disclosed.

20 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
21 under Local Rule 37.1 et seq.

22 6.3 The burden of persuasion in any such challenge proceeding shall be on the
23 Designating Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or
24 impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to
25 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file
26 a motion to retain confidentiality as described above, all parties shall continue to afford the material
27 in question the level of protection to which it is entitled under the Producing Party’s designation
28 until the court rules on the challenge.

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

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
3 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
4 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
5 the categories of persons and under the conditions described in this Order. When the litigation has
6 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
7 DISPOSITION).

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

10 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
11 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
12 information or item designated “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of
14 said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for
15 this Action and who have signed the “Acknowledgment and Agreement to Be Bound” that is
16 attached hereto as Exhibit A;

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

20 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
21 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement
22 to Be Bound” (Exhibit A) and subject to section 7.4 below;

23 (d) the court and its personnel;

24 (e) court reporters and their staff;

25 (f) professional jury or trial consultants, and Professional Vendors to whom disclosure is
26 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement
27 to Be Bound” (Exhibit A);

28 (g) the author or recipient of a document containing the information or a custodian or other

1 person who otherwise possessed or knew the information;

2 (h) during their depositions, witnesses in the Action to whom disclosure is reasonably
3 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
4 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
5 deposition testimony or exhibits to depositions that reveal Protected Material must be separately
6 bound by the court reporter and may not be disclosed to anyone except as permitted under this
7 Stipulated Protective Order; and

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

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

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

17 (b) House Counsel of the Receiving Party to whom disclosure is reasonably necessary for
18 this litigation, who have no involvement in competitive decision-making, and who have signed the
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (c) Experts of the Receiving Party to whom disclosure is reasonably necessary for this
21 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A)
22 and subject to section 7.4 below;

23 (d) the court and its personnel;

24 (e) court reporters and their staff;

25 (f) professional jury or trial consultants, and Professional Vendors to whom disclosure is
26 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement
27 to Be Bound” (Exhibit A);

28 (g) the author or recipient of a document containing the information or a custodian or other

1 person who otherwise possessed or knew the information;

2 (h) during their depositions, witnesses in the Action to whom disclosure is reasonably
3 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
4 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
5 deposition testimony or exhibits to depositions that reveal Protected Material must be separately
6 bound by the court reporter and may not be disclosed to anyone except as permitted under this
7 Stipulated Protective Order; and

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

10 7.4 Procedures for Approving or Objecting to Disclosure of “Confidential” and “Highly
11 Confidential – ATTORNEY’ EYES ONLY” Information or Items to Experts.

12 (a) “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
13 information or items may be disclosed to an Expert subject to the prior disclosure of the
14 identity of the Expert pursuant to section 2.7 and under the procedures set forth below. (b) Unless
15 otherwise ordered by the court or agreed to in writing by the Designating Party,
16 a Party that seeks to disclose to an Expert (as defined in this Order) any information or item that has
17 been designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
18 ONLY” first must make a written request to the Designating Party that (1) identifies the
19 general categories of “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL – ATTORNEYS’
20 EYES ONLY” information
21 that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of
22 the Expert and the city and state of his or her primary residence, (3) attaches a copy of the Expert’s
23 current resume, and (4) identifies the Expert’s current employer(s).

24 (c) A Party that makes a request and provides the information specified in the preceding
25 respective paragraph may disclose the subject Protected Material to the identified Expert unless,
26 within 14 days of delivering the request, the Party receives a written objection from the Designating
27 Party. Any such objection must set forth in detail the grounds on which it is based.

28 (d) A Party that receives a timely written objection must meet and confer with the

1 Designating Party (through direct voice to voice dialogue) to try to resolve the matter by agreement
2 within seven days of the written objection. If no agreement is reached, the Party seeking to disclose
3 Protected Information to an Expert must secure leave of court to do so. In any such proceeding, the
4 Party opposing disclosure to the Expert shall bear the burden of proving that the risk of harm that
5 the disclosure would entail (under the safeguards proposed) outweighs the Receiving Party's need
6 to disclose the Protected Material to its Expert.

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

9 If a Party is served with a subpoena or a court order issued in other litigation that compels
10 disclosure of any information or items designated in this Action as "CONFIDENTIAL" or
11 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" that Party must:

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

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

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

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

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1 the Receiving Party must immediately (a) notify in writing the Designating Party of the
2 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected
3 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the
4 terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and
5 Agreement to Be Bound” that is attached hereto as Exhibit A.

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8 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
9 **PROTECTED MATERIAL**

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

18 **12. MISCELLANEOUS**

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
20 seek its modification by the court in the future.

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

26 12.3 Export Control. Disclosure of Protected Material shall be subject to all applicable
27 laws and regulations relating to the export of technical data contained in such Protected Material,
28 including the release of such technical data to foreign persons or nationals in the United States or

1 elsewhere. The Producing Party shall be responsible for identifying any such controlled technical
2 data, and the Receiving Party shall take measures necessary to ensure compliance.

3 12.4 Filing Protected Material. Without written permission from the Designating Party or
4 a court order secured after appropriate notice to all interested persons, a Party may not file in the
5 public record in this Action any Protected Material. A Party that seeks to file under seal any
6 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
7 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
8 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing
9 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled
10 to protection under the law. If a Receiving Party's request to file Protected Material under seal
11 pursuant to Civil Local Rule 79-5(e) is denied by the court, then the Receiving Party may file the
12 Protected Material in the public record pursuant to Civil Local Rule 79-5(e)(2) unless otherwise
13 instructed by the court.

14 **13. FINAL DISPOSITION**

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

1 forth in Section 4 (DURATION).

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4 PURSUANT TO STIPULATION, IT IS SO ORDERED.

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7 DATED: July 20, 2018

/S/ Frederick F. Mumm
HONORABLE FREDERICK F. MUMM
United States Magistrate Judge

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of _____
4 [print or type full address], declare under penalty of perjury that I have read in its entirety and
5 understand the Stipulated Protective Order that was issued by the United States District Court for
6 the Central District of California on [date] in the case of _____ [**insert formal name of the**
7 **case and the number and initials assigned to it by the court**]. I agree to comply with and to be
8 bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that
9 failure to so comply could expose me to sanctions and punishment in the nature of contempt. I
10 solemnly promise that I will not disclose in any manner any information or item that is subject to
11 this Stipulated Protective Order to any person or entity except in strict compliance with the
12 provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the Central
14 District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even
15 if such enforcement proceedings occur after termination of this Action.

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

20
21 Date: _____

22
23 City and State where sworn and signed: _____

24 Printed name: _____
25 [Printed name]

26 Signature: _____
27 [Signature]

28