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17 *Attorneys for Defendants*

18
 19 **UNITED STATES DISTRICT COURT**
 20 **CENTRAL DISTRICT OF CALIFORNIA**

21 JAIME CIERO, an Individual,
 22 Plaintiff,
 23 vs.

Case No.: 2:17-cv-08544 GW (MRWx)

**STIPULATED PROTECTIVE
 ORDER**

24 THE WALT DISNEY COMPANY;
 25 DISNEY ENTERPRISES, INC.;
 WALT DISNEY MOTION PICTURES
 26 GROUP, INC.; WALT DISNEY
 PICTURES; WONDERLAND MUSIC
 27 COMPANY, INC.; ABC, INC. d/b/a
 WALT DISNEY RECORDS; DISNEY
 28 INTERACTIVE, INC.; BUENA
 VISTA HOME ENTERTAINMENT.

Magistrate Judge:
 Hon. Michael R. Wilner

1 INC.; KRISTEN ANDERSON-LOPEZ;
2 ROBERT LOPEZ; IDINA MENZEL;
3 DEMI LOVATO; and DOES 1 through
4 10,

Defendants.

5 STIPULATED PROTECTIVE ORDER

6 1. INTRODUCTION

7 1.1 PURPOSES AND LIMITATIONS

8 Discovery in this Action is likely to involve production of confidential
9 proprietary or private information for which special protection from public
10 disclosure and from use for any purpose other than prosecuting this Action may be
11 warranted. Accordingly, the Parties hereby stipulate to and petition the Court to
12 enter the following Stipulated Protective Order (the “Order”). The Parties
13 acknowledge that this Order does not confer blanket protections on all disclosures or
14 responses to discovery and that the protection it affords from public disclosure and
15 use extends only to the limited information or items that are entitled to confidential
16 treatment under the applicable legal principles. The Parties further acknowledge, as
17 set forth in Section 12.3, below, that this Order does not entitle them to file
18 Confidential Information under seal. Civil Local Rule 79-5 sets forth the procedures
19 that must be followed and the standards that will be applied when a Party seeks
20 permission from the Court to file Disclosure or Discovery Material under seal.

21 1.2 GOOD CAUSE STATEMENT

22 This lawsuit involves a copyright claim wherein Plaintiff Jaime Ciero alleges
23 that Defendants have infringed his original composition, *Volar*, by performing,
24 broadcasting, streaming, marketing, selling, licensing, and otherwise exploiting and
25 monetizing the song entitled “Let It Go.”

26 The Parties anticipate that disclosure and discovery activity in this Action
27 likely will involve production of confidential, proprietary, or private information for
28 which special protection from public disclosure may be warranted. Such Disclosure

1 or Discovery Material, as defined below, may contain especially sensitive
2 information, including highly sensitive business or proprietary information, trade
3 secrets, commercially sensitive original artwork (including, but not limited to,
4 storyboards or animation cells maintained in confidence), and other information, the
5 disclosure of which might adversely affect or prejudice the Parties' business or
6 personal interests. Such information may include:

7 ● revenues generated from Defendants' respective exploitation of "Let It
8 Go," including record sales, licensing fees and royalties;

9 ● revenues generated from each Defendants' respective exploitation of
10 *Frozen* including through its theatrical release, DVD sales, streaming and live
11 productions;

12 ● transactional documents associated with the licensing and other
13 exploitation of "Let it Go" and *Frozen*;

14 ● gross revenues associated with the exploitation of "Let It Go" and
15 *Frozen*;

16 ● profits margins associated with the exploitation of "Let It Go" and
17 *Frozen*;

18 ● general financial information for the Parties;

19 ● expenses associated with the productions of "Let It Go" and *Frozen*;

20 ● marketing channels;

21 ● non-public business plans, product development information, or
22 marketing plans;

23 ● non-public recordings or documents relating to the creation of a work
24 that have not been previously available to the public;

25 ● non-public research and development information; and

26 ● trade secrets.

27 Defendants, in the past, have routinely sought and agreed to prevent sensitive
28 financial, marketing and product development information from entering into the

1 public domain. Further, public disclosure of sensitive financial, marketing and
2 product development information may cause harm as competitors could use this
3 information to gain an advantage in the film, music and merchandising industries.
4 Accordingly, good cause exists for the entry of this Order.

5 2. DEFINITIONS

6 2.1 Action: The pending federal lawsuit, entitled *Jaime Ciero v. The Walt*
7 *Disney Company et al.*, Case No. 2:17-cv-08544, which involves claims of
8 copyright infringement.

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

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

15 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
16 their support staff).

17 2.5 Designating Party: A Party or Non-Party that designates information or
18 items that it produces in disclosures or in responses to discovery as
19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

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

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

27 2.8 “HIGHLY CONFIDENTIAL” Information or Items: Such portion of
28 such “CONFIDENTIAL” Information or Items as consists of information whose

1 disclosure to competitors or to the public would cause a risk of serious harm to the
2 Designating Party, including but not limited to trade secrets, non-public financial
3 information, non-public research and development information, business plans
4 relating to future or proposed operations, product development information, and
5 marketing plans. The Parties endeavor in good faith to limit their designations of
6 Disclosure or Discovery Material as “HIGHLY CONFIDENTIAL.”

7 Notwithstanding the foregoing, the Parties agree that Plaintiff’s Counsel may
8 share with Plaintiff the total number of units of disputed product at issue, the
9 revenues related to sales of the disputed product at issue, and Defendants’ positions
10 regarding their alleged use of the copyrighted material at issue.

11 2.9 House Counsel: Attorneys who are employees of a Party to this Action.
12 House Counsel does not include Outside Counsel of Record or any other outside
13 counsel.

14 2.10 Non-Party: Any natural person, partnership, corporation, association, or
15 other legal entity not named as a Party to this Action.

16 2.11 Outside Counsel of Record: Attorneys who are not employees of a
17 Party to this Action but are retained to represent or advise a Party to this Action and
18 have appeared in this Action on behalf of that Party or are affiliated with a law firm
19 which has appeared on behalf of that Party, including their support staff.

20 2.12 Party: Any party to this Action, including all of its officers, directors,
21 employees, consultants, retained Experts, and Outside Counsel of Record (and their
22 support staffs).

23 2.13 Producing Party: A Party or Non-Party that produces Disclosure or
24 Discovery Material in this Action.

25 2.14 Professional Vendors: persons or entities that provide litigation support
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)
28 and their employees and subcontractors.

1 2.15 Protected Material: any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

3 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
4 from a Producing Party.

5 3. SCOPE

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

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

13 4. DURATION

14 4.1 Even after final disposition of this Action, the confidentiality
15 obligations imposed by this Order shall remain in effect until a Designating Party
16 agrees otherwise in writing or a Court order otherwise directs. Final disposition
17 shall be deemed to be the later of (1) dismissal of all claims and defenses in this
18 Action, with or without prejudice, and (2) final judgment herein after the completion
19 and exhaustion of all appeals, re-hearings, remands, trials, or reviews of this Action,
20 including the time limits for filing any motions or applications for extension of time
21 pursuant to applicable law.

22 4.2 The Court will retain jurisdiction after the termination of this Litigation
23 to enforce the terms of this Order.

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Exercise of Restraint and Care in Designating Material for Protection:
26 Each Party or Non-Party that designates information or items for protection under
27 this Order must take care to limit any such designation to specific Disclosure or
28 Discovery Material that qualifies under the appropriate standards. The Designating

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

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

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

13 5.2 Manner and Timing of Designations: Except as otherwise provided in
14 this Order (*see, e.g.*, second paragraph of Section 5.2(a) below), or as otherwise
15 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
16 under this Order must be clearly so designated before the Disclosure or Discovery
17 Material is disclosed or produced.

18 Designation in conformity with this Order requires:

19 (a) For information in documentary form (*e.g.*, paper or electronic
20 documents, but excluding transcripts of depositions or other pretrial or trial
21 proceedings), that the Producing Party affix at a minimum, the legend
22 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" (hereinafter, collectively, the
23 "Confidentiality Legend"), as appropriate, to each page that contains Protected
24 Material. If only a portion or portions of the Disclosure or Discovery Material on a
25 page qualifies for protection, the Producing Party also must clearly identify the
26 protected portions(s) (*e.g.*, by making appropriate markings in the margins).

27 A Party or Non-Party that makes original documents available for inspection
28 need not designate them for protection until after the inspecting Party has indicated

1 which documents it would like copied and produced. During the inspection and
2 before the designation, all of the Disclosure or Discovery Material made available
3 for inspection shall be deemed “CONFIDENTIAL” or “HIGHLY
4 CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
5 copied and produced, the Producing Party must determine which documents, or
6 portions thereof, qualify for protection under this Order. Then, before producing the
7 specified documents, the Producing Party must affix the Confidentiality Legend to
8 each page that contains Protected Material. If only a portion or portions of the
9 Disclosure or Discovery 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).

12 (b) With regard to testimony given in depositions, a Designating Party
13 shall designate deposition transcripts or portions of deposition transcripts, including
14 exhibits, that contain Protected Material by making a verbal statement to such effect
15 on the record in the course of the deposition, or by written notification to the Court
16 reporter and to all Parties within twenty (20) days following receipt of the transcript
17 of such deposition and the exhibits thereto (or later, with leave of Court or by
18 agreement among the Parties). If any deposition transcript or portion thereof,
19 including exhibits, is designated as Protected Material, the Court reporter shall place
20 the appropriate Confidentiality Legend on the original and each copy of the
21 transcript, together with a statement identifying the pages of the deposition and/or
22 the exhibits which are designated as Protected Material. The Designating Party
23 shall inform the Court reporter which sections are to be marked Confidential or
24 Highly Confidential, and shall convey to the reporter the appropriate Confidentiality
25 Legend and format thereof.

26 Parties shall give the other Parties notice if they reasonably expect a
27 deposition, hearing, or other proceeding to include Protected Material so that the
28 other parties can ensure that only authorized individuals, who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), are present at those
2 proceedings. The use of a document as an exhibit at a deposition shall not in any
3 way affect its designation as Protected Material.

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

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
13 Disclosure or Discovery Material. Upon timely correction of a designation, the
14 Receiving Party must make reasonable efforts to assure that the Disclosure or
15 Discovery Material is treated in accordance with the provisions of this 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 that is consistent with the Court’s
19 Scheduling Order.

20 6.2 Meet and Confer: The Challenging Party shall initiate the dispute
21 resolution process under Civil Local Rule 37-1.

22 6.3 The burden of persuasion in any such challenge proceeding shall be on
23 the Designating Party. Frivolous challenges, and those made for an improper
24 purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other
25 Parties) may expose the Challenging Party to sanctions. Unless the Designating
26 Party has waived or withdrawn the confidentiality designation, all Parties shall
27 continue to afford the Disclosure or Discovery Material in question the level of
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1 protection to which it is entitled under the Producing Party’s designation until the
2 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 Action only for prosecuting, defending, or attempting to settle this Action. Such
7 Protected Material may be disclosed only to the categories or persons and under the
8 conditions described in this Order. When the Action 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.

14 7.2 Disclosure of “CONFIDENTIAL” Information or Items: Unless
15 otherwise ordered by the Court or permitted in writing by the Designating Party, a
16 Receiving Party may disclose any information or items designated
17 “CONFIDENTIAL” only to:

- 18 (a) the Receiving Party’s Outside Counsel of Record in this Action,
19 as well as employees of said Outside Counsel of Record to whom it is reasonably
20 necessary to disclose the information for this Action;
- 21 (b) the officers, directors, and employees (including House Counsel)
22 of the Receiving Party to whom disclosure is reasonably necessary for this Action;
- 23 (c) Experts (as defined in this Order) of the Receiving Party to
24 whom disclosure is reasonably necessary for this Action and who have signed the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 26 (d) the Court and its personnel;
- 27 (e) Court reporters and their staff;

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

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

7 (h) during their depositions, witnesses, and attorneys for witnesses,
8 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing
9 Party requests that the witness sign the “Acknowledgment and Agreement to Be
10 Bound” (Exhibit A); and (2) they will not be permitted to keep any Confidential
11 Information unless they sign the “Acknowledgment and Agreement to Be Bound”
12 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the
13 Court. Pages of transcribed deposition testimony or exhibits to depositions that
14 reveal Protected Material may be separately bound by the Court reporter and may
15 not be disclosed to anyone except as permitted under this Order; and

16 (i) any mediator or settlement officer, and their supporting
17 personnel, mutually agreed upon by any of the Parties engaged in settlement
18 discussions.

19 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items:

20 Unless otherwise ordered by the Court or permitted in writing by the Designating
21 Party, a Receiving Party may disclose any information or item designated
22 “HIGHLY CONFIDENTIAL” only to:

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

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

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

12 7.4 Nothing herein in any way restricts the ability of the Receiving Party to

13 use “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL” Information produced to

14 it in examining or cross-examining any employee or consultant of the Designating

15 Party.

16 7.4 The Parties agree that the Parties may be provided by their Counsel a

17 summary document, or oral summary, setting forth each alleged infringers’

18 revenues, and gross profits numbers associated with the exploitation of “Let It Go”

19 or *Frozen*, or other similar financial information, notwithstanding any Party’s

20 designation of documents showing such information as “HIGHLY

21 CONFIDENTIAL,” so long as the documents themselves are not provided.

22 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED

23 IN OTHER LITIGATION

24 If a Party is served with a subpoena or a court order issued in other litigation

25 that compels disclosure of any information or items designated in this Action as

26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” that Party must:

- 27 (a) promptly notify in writing the Designating Party. Such
- 28 notification shall include a copy of the subpoena or Court order;

1 (b) promptly notify in writing the party who caused the subpoena or
2 order to issue in the other litigation that some or all of the information covered by
3 the subpoena or order is subject to this Order. Such notification shall include a copy
4 of this Order; and

5 (c) cooperate with respect to all reasonable procedures sought to be
6 pursued by the Designating Party whose Protected Material may be affected.
7 If the Designating Party timely seeks a protective order, the Party served with the
8 subpoena or court order shall not produce any information designated in this Action
9 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a determination by
10 the court from which the subpoena or order issued, unless the Party has obtained the
11 Designating Party’s permission. The Designating Party shall bear the burden and
12 expense of seeking protection in that court of its Protected Material and nothing in
13 these provisions should be construed as authorizing or encouraging a Receiving
14 Party in this Action to disobey a lawful directive from another court.

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

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

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

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

4 (2) promptly provide the Non-Party with a copy of this Order,
5 the relevant discovery request(s), and a reasonably specific description of the
6 information requested; and

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

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

17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

26 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
27 PROTECTED MATERIAL

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

11 12. MISCELLANEOUS

12 12.2 Right to Further Relief: Nothing in this Order abridges the right of any
13 person to seek its modification by the Court in the future.

14 12.2 Right to Assert Other Objections: By stipulating to the entry of this
15 Order, no Party waives any right it otherwise would have to object to disclosing or
16 producing any information or item on any ground not addressed in this Order.
17 Similarly, no Party waives any right to object on any ground to the use in evidence
18 of any of the Disclosure or Discovery Material covered by this Order.

19 12.3 Filing Protected Material: Without written permission from the
20 Designating Party, or a Court order secured after appropriate notice to all interested
21 persons, a Party may not file in the public record in this Litigation any Protected
22 Material. A Party that seeks to file under seal any Disclosure or Discovery Material
23 must comply with Civil Local Rule 79-5. Disclosure or Discovery Material may
24 only be filed under seal pursuant to a Court order authorizing the sealing of the
25 specific Disclosure or Discovery Material at issue. If a Party's request to file
26 Disclosure or Discovery Material under seal is denied by the Court, then the
27 Receiving Party may file the information in the public record unless otherwise
28 instructed by the Court.

1 13. FINAL DISPOSITION

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

20 14. Any willful violation of this Order may be punished by civil or criminal
21 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
22 authorities, or other appropriate action at the discretion of the Court.

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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DATED: October 4, 2018

Respectfully submitted,

DONIGER / BURROUGHS

By: /s/ David Shein
DAVID SHEIN
Attorneys for Plaintiff

MUNGER, TOLLES & OLSON LLP

By: /s/ Kelly M. Klaus
KELLY M. KLAUS
Attorneys for Defendants

PURSUANT TO STIPULATION, IT IS APPROVED AND SO ORDERED.

DATED: October 5, 2018



THE HONORABLE MICHAEL R. WILNER
UNITED STATES MAGISTRATE JUDGE

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FILER’S ATTESTATION

I, Kelly M. Klaus, am the ECF user whose identification and password are being used to file this **STIPULATED PROTECTIVE ORDER**. Pursuant to Civil Local Rule 5-4.3.4(a)(2)(i), I hereby attest that the other above-named signatories concur in this filing.

DATED: October 4, 2018

/s/ Kelly M. Klaus

KELLY M. KLAUS

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CERTIFICATE OF SERVICE

I hereby certify that on October 4, 2018, I authorized the electronic filing of the foregoing with the Clerk of the Court using the CM/ECF system, which will send e-mail notification of such filing to all registered Parties. I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

DATED: October 4, 2018 MUNGER, TOLLES & OLSON LLP

By: /s/ Kelly M. Klaus
 KELLY M. KLAUS

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of
4 _____ [print or type full address],
5 declare under penalty of perjury that I have read in its entirety and understand the
6 Protective Order that was issued by the United States District Court for the Central
7 District of California on _____ [date] in the case of *Jaime Ciero v.*
8 *The Walt Disney Company et al.*, Case No. 2:15-cv-07242 (the “Action”). I agree to
9 comply with and to be bound by all the terms of this Protective Order and I
10 understand and acknowledge that failure to so comply could expose me to sanctions
11 and punishment in the nature of contempt. I solemnly promise that I will not
12 disclose in any manner any information or item that is subject to this Protective
13 Order to any person or entity except in strict compliance with the provisions of this
14 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 I hereby appoint _____ [type or print full name]
20 of _____
21 [type or print full address and telephone number] as my California agent for service
22 of process in connection with this Action or any proceedings related to enforcement
23 of this Protective Order.

24 Date: _____

25 City and State Where Signed: _____

26 Printed name: _____

27 Signature: _____

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