

NOTE: CHANGES MADE BY THE COURT

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Attorneys for Defendant HASHFLARE, LP

1 **UNITED STATES DISTRICT COURT**
2 **CENTRAL DISTRICT OF CALIFORNIA**
3 **WESTERN DIVISION**

4 Kristopher Baylog and Misael
5 Marrero, individually and on behalf of
6 all others similarly situated,

7 Plaintiffs,

8 v.

9 HashFlare LP,

10 Defendant.
11 _____

Case No. 2:18-cv-03043-DDP-PLA

**STIPULATED PROTECTIVE
ORDER**

12
13 1. **GENERAL**

14 1.1. **PURPOSES AND LIMITATIONS**

15 Discovery in this action is likely to involve production of confidential,
16 proprietary, or private information for which special protection from public disclosure
17 and from use for any purpose other than prosecuting this litigation may be warranted.
18 Accordingly, the parties hereby stipulate to and petition the Court to enter the
19 following Stipulated Protective Order. The parties acknowledge that this Order does
20 not confer blanket protections on all disclosures or responses to discovery and that
21 the protection it affords from public disclosure and use extends only to the limited
22 information or items that are entitled to confidential treatment under the applicable
23 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
24 that this Stipulated Protective Order does not entitle them to file confidential
25 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
26 followed and the standards that will be applied when a party seeks permission from
27 the court to file material under seal.
28

1
2 1.2. GOOD CAUSE STATEMENT

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

24 Notwithstanding anything contained in this Protective Order, the Parties
25 acknowledge and agree that the discoverability of sensitive documents and/or
26 information, as well as a party's ability and/or decision to disclose, withhold, or redact
27 any sensitive documents and/or information, shall not be otherwise be affected by its
28 ability to classify such sensitive documents and/or information as CONFIDENTIAL

1 or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY, as defined
2 hereinafter. Nothing herein shall prevent any Party from withholding or redacting any
3 documents and/or information that the Party deems privileged, irrelevant, or
4 otherwise objectionable.

5
6 2. DEFINITIONS

7 2.1 Action: this pending federal law suit.

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

10 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
11 how it is generated, stored or maintained) or tangible things that qualify for protection
12 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
13 Cause Statement. Such information may include but is not limited to:

- 14 (a) The financial performance or results of the Designating Party,
15 including without limitation income statements, balance sheets, cash
16 flow analyses, budget projections, and present value calculations;
- 17 (b) Corporate and strategic planning by the Designating Party, including
18 without limitation marketing plans, competitive intelligence reports,
19 sales projections and competitive strategy documents;
- 20 (c) Names, addresses, and other information that would identify customers
21 or prospective customers, or the distributors or prospective distributors
22 of the Designating Party;
- 23 (d) Technical data, research and development data, and any other
24 confidential commercial information, including but not limited to trade
25 secrets of the Designating Party;
- 26 (e) Personal, financial, or credit information or data;
- 27 (e) Information used by the Designating Party in or pertaining to its trade
28 or business which the Designating Party believes in good faith has

competitive value, which is not generally known to others and which the Designating Party would not normally reveal to third parties except in confidence, or has undertaken with others to maintain in confidence;

(f) Information which the Designating Party believes in good faith falls within the right to privacy guaranteed by the laws of the United States or California; and

(g) Information which the Designating Party believes in good faith to constitute, contain, reveal or reflect proprietary, financial, business, technical, or other confidential information.

The fact that an item or category is listed as an example in this or other sections of this Protective Order does not, by itself, render the item or category discoverable.

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

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

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

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

2.8 HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY: Subject to the limitations in this Protective Order, Discovery Materials may be marked “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” for the purpose of preventing the disclosure of information or materials which, if disclosed to the

1 Receiving Party, might cause competitive harm to the Designating Party. Information
2 and material that may be subject to this protection includes, but is not limited to:
3 technical and/or research and development data, business system information,
4 intellectual property, financial, marketing and other sales data, and/or information
5 having strategic commercial value pertaining to the Designating Party's trade or
6 business. Nothing in paragraph 2.8 shall limit the information or material that can be
7 designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" under this
8 paragraph. Before designating any specific information "HIGHLY CONFIDENTIAL
9 – ATTORNEYS' EYES ONLY," the Designating Party's counsel shall make a good
10 faith determination that the information warrants such protection.

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 party
17 to this Action but are retained to represent or advise a party to this Action and have
18 appeared in this Action on behalf of that party or are affiliated with a law firm which
19 has appeared on behalf of that party, and includes support staff.

20 //

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

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

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

1 and their employees and subcontractors.

2 2.15 Protected Material: any Disclosure or Discovery Material that is
3 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
4 EYES ONLY.”

5 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
6 from a Producing Party.

7
8 3. SCOPE

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

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

16 The designation of any information or materials as “CONFIDENTIAL” or
17 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” is intended solely to
18 facilitate the conduct of this litigation. Neither such designation nor treatment in
19 conformity with such designation shall be construed in any way as an admission or
20 agreement by the Receiving Party that the Protected Materials constitute or contain
21 any trade secret or confidential information, or the discoverability thereof.

22 Nothing contained herein in any way restricts the ability of the Receiving Party
23 to use “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
24 ONLY” material produced to it at a deposition or trial in examining or cross-
25 examining any employee or consultant of the Designating Party. At deposition, the
26 party using Designated Material must request that the portion of the proceeding where
27 use is made be conducted so as to exclude persons not qualified to receive such
28 Designated Material.

1 4. DURATION

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

10
11 5. DESIGNATING PROTECTED MATERIAL

12 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

28 5.2 Manner and Timing of Designations. Except as otherwise provided in

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

5 Designation in conformity with this Order requires:

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

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

28 (b) for testimony given in depositions that the Designating Party designate

1 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY” during the deposition or after, in which case the portion of the transcript
3 containing Protected Material shall be identified by the Court Reporter as
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
5 ONLY” and such designated testimony shall be bound in a separate volume and
6 marked by the reporter accordingly.

7 Within thirty (30) days after a deposition transcript is certified by the court
8 reporter, any party may designate pages of the transcript and/or its exhibits as
9 Protected Material. During such thirty (30) day period, the transcript in its entirety
10 shall be treated as “CONFIDENTIAL” (except for those portions identified earlier as
11 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” which shall be treated
12 accordingly from the date of designation). If any party so designates such material,
13 the parties shall provide written notice of such designation to all parties within the
14 thirty (30) day period. Protected Material within the deposition transcript or the
15 exhibits thereto may be identified in writing by page and line, or by underlining and
16 marking such portions “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
17 ATTORNEYS’ EYES ONLY” and providing such marked-up portions to all counsel.

18 Where testimony is designated during the deposition, the Designating Party
19 shall have the right to exclude, at those portions of the deposition, all persons not
20 authorized by the terms of this Protective Order to receive such Protected Material.

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

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
28 failure to designate qualified information or items does not, standing alone, waive the

Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

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

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

6.4 "HIGHLY CONFIDENTIAL" Limited Challenge. If at any time the Outside Counsel for a Receiving Party seeks to challenge a "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" for the limited purpose of disclosing any portion of such Protected Material to a Receiving Party, it shall first give telephonic notice to Designating Party's Counsel no fewer than seven (7) court days before any such disclosure, including identifying the portion(s) of the Protected Material and the basis for such disclosure in contravention of its designation. Upon receipt of such notice, the Designating Party shall meet and confer with this Challenging Party's Outside Counsel and attempt to resolve the dispute. If disclosure to a Receiving Party of an isolated portion of the Protected Material at issue may be relevant, the Designating Party may separately produce such portion with any appropriate redactions. If the parties cannot reach a resolution, the Designating Party

1 shall move for a protective order, and all parties shall continue to afford the material
2 in question the level of protection to which it is entitled under the Designating Party's
3 designation until the Court rules on the motion. Failure to file such motion within
4 seven (7) court days of telephonic notice (or any later agreed-upon date) shall not
5 constitute waiver of the designation, but any disclosure to Receiving Party after such
6 time and before notice of such motion shall be deemed compliant with this Order.

7
8 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

18 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
19 otherwise ordered by the court or permitted in writing by the Designating Party, a
20 Receiving Party may disclose any information or item designated
21 "CONFIDENTIAL" only to:

- 22 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
23 as employees of said Outside Counsel of Record to whom it is reasonably
24 necessary to disclose the information for this Action;
25 (b) the officers, directors, and employees (including House Counsel) of the
26 Receiving Party to whom disclosure is reasonably necessary for this Action;
27 (c) Experts (as defined in this Order) of the Receiving Party to whom
28 disclosure is reasonably necessary for this Action and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
2 (d) the court and its personnel;
3 (e) court reporters (and their staff) retained to transcribe depositions;
4 (f) professional jury or trial consultants, mock jurors, and Professional
5 Vendors to whom disclosure is reasonably necessary for this Action and
6 who have signed the “Acknowledgment and Agreement to Be Bound”
7 (Exhibit A);
8 (g) the author or recipient of a document containing the information or a
9 custodian or other person who otherwise possessed or knew the information;
10 (h) the parties to this case;
11 (i) during their depositions, witnesses, and attorneys for witnesses, in the
12 Action to whom disclosure is reasonably necessary provided: (1) the
13 deposing party requests that the witness sign the form attached as Exhibit 1
14 hereto; and (2) they will not be permitted to keep any confidential
15 information unless they sign the “Acknowledgment and Agreement to Be
16 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
17 ordered by the court. Pages of transcribed deposition testimony or exhibits
18 to depositions that reveal Protected Material may be separately bound by
19 the court reporter and may not be disclosed to anyone except as permitted
20 under this Stipulated Protective Order; and
21 (j) any mediator or settlement officer, and their supporting personnel,
22 mutually agreed upon by any of the parties engaged in settlement
23 discussions.

24 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
25 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
26 writing by the Designating Party, a Receiving Party may disclose any information or
27 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
28 to:

- 1 (a) Persons who appear on the face of Designated Materials marked
2 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” as an
3 author, addressee, or recipient thereof;
- 4 (b) the Receiving Party’s Outside Counsel of Record in this Action, as well
5 as employees of said Outside Counsel of Record to whom it is reasonably
6 necessary to disclose the information for this Action;
- 7 (c) Experts (as defined in this Order) of the Receiving Party to whom
8 disclosure is reasonably necessary for this Action and who have signed the
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 10 (d) The Court, its clerks and secretaries, and any court reporter retained to
11 record proceedings before the Court;
- 12 (e) court reporters (and their staff) retained to transcribe depositions; and
- 13 (f) any mediator or settlement officer, and their supporting personnel,
14 mutually agreed upon by any of the parties engaged in settlement
15 discussions.

16

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
18 OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation
20 that compels disclosure of any information or items designated in this Action as
21 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
22 ONLY,” that Party must:

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

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

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

3 If the Designating Party timely seeks a protective order, the Party served with
4 the subpoena or court order shall not produce any information designated in this action
5 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY” before a determination by the court from which the subpoena or order issued,
7 unless the Party has obtained the Designating Party’s permission. The Designating
8 Party shall bear the burden and expense of seeking protection in that court of its
9 confidential material and nothing in these provisions should be construed as
10 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
11 directive from another court.

12
13 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
14 PRODUCED IN THIS LITIGATION

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

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

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

28 (2) promptly provide the Non-Party with a copy of the Stipulated

Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

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

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

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

1 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
2 may be established in an e-discovery order that provides for production without prior
3 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
4 parties reach an agreement on the effect of disclosure of a communication or
5 information covered by the attorney-client privilege or work product protection, the
6 parties may incorporate their agreement in the stipulated protective order submitted
7 to the court.

8 9 12. MISCELLANEOUS

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
11 person to seek its modification by the Court in the future.

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

17 12.3 Filing Protected Material. A Party that seeks to file under seal any
18 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
19 only be filed under seal pursuant to a court order authorizing the sealing of the specific
20 Protected Material at issue; **good cause must be shown for the under seal filing.** If
21 a Party's request to file Protected Material under seal is denied by the court, then the
22 Receiving Party may file the information in the public record unless otherwise
23 instructed by the court.

24 25 13. FINAL DISPOSITION

26 After the final disposition of this Action, as defined in paragraph 4, within 60
27 days of a written request by the Designating Party, each Party or other individual
28 subject to the terms hereof shall be under an obligation to return to the originating

1 source, or to destroy, all originals and unmarked copies of documents and things
2 containing Protected Material, if requested by the Designating Party. To the extent a
3 Party requests the return of Protected Material from the Court after the final
4 conclusion of the litigation, including the exhaustion of all appeals therefrom and all
5 related proceedings, the Party shall file a motion seeking such relief. As used in this
6 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
7 summaries, and any other format reproducing or capturing any of the Protected
8 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
9 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
10 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
11 work product, and consultant and expert work product, even if such materials contain
12 Protected Material. Any such archival copies that contain or constitute Protected
13 Material remain subject to this Protective Order as set forth in Section 4.

14
15 14. Any violation of this Order may be punished by any and all appropriate
16 measures including, without limitation, contempt proceedings and/or monetary
17 sanctions.

18 

19 Dated: February 26, 2019

20

Honorable Paul L. Abrams
21 United States Magistrate Judge

22 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
23

24 Dated: February 20, 2019

NICHOLS KASTER, PLLP

25 By: /s/ Matthew H. Morgan

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Attestation Pursuant to Local Rule 5-4.3.4(a)(2)(i)

The undersigned attests that all signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

Dated: February 20, 2019

By: /s/ Farhad Novian

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of *Baylog, et al. v. Hashflare LP*, Case No. 2:18-cv-03043-DDP-PLA. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed:

Printed name: _____

Signature: _____