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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

POCKETBOOK INT'L SA;

Plaintiff,

v.

DOMAIN ADMIN/SITETOOLS,
INC.; and PHILIP ANCEVSKI aka
FILIP ANCEVSKI;

Defendants.

Case No. 2:20-cv-8708 DMG (PDx)

STIPULATED PROTECTIVE
ORDER¹

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Patricia Donahue's Procedures.

1 information or items that are entitled to confidential treatment under the applicable
2 legal principles.

3 B. GOOD CAUSE STATEMENT

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

26 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

27 The parties further acknowledge, as set forth in Section 12.3, below, that this
28 Stipulated Protective Order does not entitle them to file confidential information

1 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and
2 the standards that will be applied when a party seeks permission from the court to file
3 material under seal.

4 There is a strong presumption that the public has a right of access to judicial
5 proceedings and records in civil cases. In connection with non-dispositive motions,
6 good cause must be shown to support a filing under seal. See Kamakana v. City and
7 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen. Motors
8 Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony Electronics, Inc.,
9 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good
10 cause showing), and a specific showing of good cause or compelling reasons with
11 proper evidentiary support and legal justification, must be made with respect to
12 Protected Material that a party seeks to file under seal. The parties' mere designation
13 of Disclosure or Discovery Material as "CONFIDENTIAL" or "HIGHLY
14 CONFIDENTIAL – ATTORNEYS' EYES ONLY" does not—without the
15 submission of competent evidence by declaration, establishing that the material
16 sought to be filed under seal qualifies as confidential, privileged, or otherwise
17 protectable—constitute good cause.

18 Further, if a party requests sealing related to a dispositive motion or trial, then
19 compelling reasons, not only good cause, for the sealing must be shown, and the relief
20 sought shall be narrowly tailored to serve the specific interest to be protected. See
21 Pintos v. Pacific Creditors Ass'n, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item
22 or type of information, document, or thing sought to be filed or introduced under seal
23 in connection with a dispositive motion or trial, the party seeking protection must
24 articulate compelling reasons, supported by specific facts and legal justification, for
25 the requested sealing order. Again, competent evidence supporting the application to
26 file documents under seal must be provided by declaration.

27 Any document that is not confidential, privileged, or otherwise protectable in
28 its entirety will not be filed under seal if the confidential portions can be redacted. If

1 documents can be redacted, then a redacted version for public viewing, omitting only
2 the confidential, privileged, or otherwise protectable portions of the document, shall
3 be filed. Any application that seeks to file documents under seal in their entirety
4 should include an explanation of why redaction is not feasible.

5
6 2. DEFINITIONS

7 2.1 Action: This pending federal lawsuit, *POCKETBOOK INT’L SA v.*
8 *DOMAIN ADMIN/SITETOOLS, INC., et al.*, No. 2:20-cv-8708 DMG (PDx).

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

15 2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
16 Information or Items: Extremely sensitive “Confidential Information or Items,”
17 disclosure of which to another Party or Non-Party would create a substantial risk of
18 serious harm that could not be avoided by less restrictive means.

19 2.5 Support Staff: any contractor or employee of Counsel’s firm.

20 2.6 Counsel: Outside Counsel of Record (as well as their Support Staff).

21 2.7 Designating Party: A Party or Non-Party that designates information or
22 items that it produces in disclosures or in responses to discovery as
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
24 ONLY.”

25 2.8 Disclosure or Discovery Material: All items or information, regardless
26 of the medium or manner in which it is generated, stored, or maintained (including,
27 among other things, testimony, transcripts, and tangible things), that are produced or
28 generated in disclosures or responses to discovery in this matter.

1 2.9 Expert: A person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in this Action.

4 2.10 Non-Party: any natural person, partnership, corporation, association, or
5 other legal entity not named as a Party to this action.

6 2.11 Outside Counsel of Record: Attorneys who are not employees of a party
7 to this Action but are retained to represent or advise a party to this Action and have
8 appeared in this Action on behalf of that party or are affiliated with a law firm which
9 has appeared on behalf of that party, and includes Support Staff.

10 2.12 Party: Any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 Support Staff).

13 2.13 Producing Party: A Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 2.14 Professional Vendors: Persons or entities that provide litigation support
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 2.15 Protected Material: Any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
21 EYES ONLY.”

22 2.16 Receiving Party: A Party that receives Disclosure or Discovery Material
23 from a Producing Party.

24
25 3. SCOPE

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

1 Protected Material; and (3) any testimony, conversations, or presentations by Parties,
2 Non-Parties, or their Counsel that might reveal Protected Material.

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

5
6 4. DURATION

7 FINAL DISPOSITION of the action is defined as the conclusion of any
8 appellate proceedings, or, if no appeal is taken, when the time for filing of an appeal
9 has run. Except as set forth below, the terms of this protective order apply through
10 FINAL DISPOSITION of the action. The parties may stipulate that they will be
11 contractually bound by the terms of this agreement beyond FINAL DISPOSITION,
12 but will have to file a separate action for enforcement of the agreement once all
13 proceedings in this case are complete.

14 Once a case proceeds to trial, information that was designated as
15 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
16 ONLY,” or maintained pursuant to this protective order used or introduced as an
17 exhibit at trial becomes public and will be presumptively available to all members of
18 the public, including the press, unless compelling reasons supported by specific
19 factual findings to proceed otherwise are made to the trial judge in advance of the
20 trial. See Kamakana, 447 F.3d at 1180-81 (distinguishing “good cause” showing for
21 sealing documents produced in discovery from “compelling reasons” standard when
22 merits-related documents are part of court record). Accordingly, for such materials,
23 the terms of this protective order do not extend beyond the commencement of the
24 trial.

25
26 5. DESIGNATING PROTECTED MATERIAL

27 5.1 Exercise of Restraint and Care in Designating Material for Protection.

28 Each Party or Non-Party that designates information or items for protection under this

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

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

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

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

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic
22 documents, but excluding transcripts of depositions or other pretrial or trial
23 proceedings), that the Producing Party affix at a minimum, the legend
24 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), or "HIGHLY
25 CONFIDENTIAL – ATTORNEYS' EYES ONLY" ("HIGHLY CONFIDENTIAL –
26 ATTORNEYS' EYES ONLY legend") to each page that contains protected material.
27 If only a portion or portions of the material on a page qualifies for protection, the
28 Producing Party also must clearly identify the protected portion(s) (e.g., by making

1 appropriate markings in the margins).

2 (b) for testimony given in depositions that the Designating Party identify the
3 Disclosure or Discovery Material on the record, before the close of the deposition all
4 protected testimony. When it is impractical to identify separately each portion of
5 testimony that is entitled to protection, and when it appears that substantial portions
6 of the testimony may qualify for protection, the Party or nonparty that sponsors,
7 offers, or gives the testimony or that claims confidentiality may invoke, on the record
8 before the deposition is concluded or by written communication within 48 hours after
9 the deposition's conclusion, a right to have up to two days to identify the specific
10 portions of the testimony as to which protection is sought and to specify the level of
11 protection being asserted ("CONFIDENTIAL" or HIGHLY CONFIDENTIAL –
12 ATTORNEYS' EYES ONLY"), during which two-day designation period the
13 entirety of the transcript shall be treated as HIGHLY CONFIDENTIAL –
14 ATTORNEYS' EYES ONLY. Only those portions that are appropriately designated
15 for protection within the two days shall be covered by the provisions of this Stipulated
16 Protective Order after the two-day designation period.

17 (c) for information produced in some form other than documentary and for
18 any other tangible items, that the Producing Party affix in a prominent place on the
19 exterior of the container or containers in which the information is stored, or for
20 electronic files in the file name or accompanying correspondence, the legend
21 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONL."
22 If only a portion or portions of the information warrants protection, the Producing
23 Party, to the extent practicable, shall identify the protected portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
25 failure to designate qualified information or items does not, standing alone, waive the
26 Designating Party's right to secure protection under this Order for such material.
27 Upon timely correction of a designation, the Receiving Party must make reasonable
28 efforts to assure that the material is treated in accordance with the provisions of this

1 Order.

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3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
5 designation of confidentiality at any time that is consistent with the Court's
6 Scheduling Order.

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
8 resolution process under Local Rule 37.1 et seq.

9 6.3 The burden of persuasion in any such challenge proceeding shall be on
10 the Designating Party. Frivolous challenges, and those made for an improper purpose
11 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
12 expose the Challenging Party to sanctions. Unless the Designating Party has waived
13 or withdrawn the confidentiality designation, all parties shall continue to afford the
14 material in question the level of protection to which it is entitled under the Producing
15 Party's designation until the Court rules on the challenge.

16
17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

27 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
28 otherwise ordered by the court or permitted in writing by the Designating Party, a

1 Receiving Party may disclose any information or item designated
2 “CONFIDENTIAL” only to:

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

6 (b) the officers, directors, and employees of the Receiving Party to whom
7 disclosure is reasonably necessary for this Action;

8 (c) experts (as defined in this Order) of the Receiving Party to whom
9 disclosure is reasonably necessary for this Action and who have signed the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

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

16 (g) the author or recipient of a document containing the information or a
17 custodian or other person who is shown, in written or oral evidence, or foundation
18 laid in deposition testimony, otherwise possesses or knows information;

19 (h) during their depositions, witnesses ,and attorneys for witnesses, in the
20 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
21 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
22 not be permitted to keep any confidential information unless they sign the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
24 agreed by the Designating Party or ordered by the court. Pages of transcribed
25 deposition testimony or exhibits to depositions that reveal Protected Material may be
26 separately bound by the court reporter and may not be disclosed to anyone except as
27 permitted under this Stipulated Protective Order; and

28 (i) any mediator or settlement officer, and their supporting personnel,

1 mutually agreed upon by any of the parties engaged in settlement discussions.

2 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
3 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
4 writing by the Designating Party, a Receiving Party may disclose any information or
5 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
6 to:

7 (a) the Receiving Party’s Outside Counsel of Record, and employees of
8 the Outside Counsel of Record to whom it is reasonably necessary to disclose the
9 information for this Action;

10 (b) experts (as defined in this Order) of the Receiving Party to whom
11 disclosure is reasonably necessary for this Action and who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A) prior to receiving
13 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY materials; provided,
14 however, that before a Receiving Party may disclose, directly or indirectly, any
15 information designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
16 ONLY,” the Receiving Party must email written notice to the Designating Party’s
17 outside counsel of record the following information regarding such expert or
18 consultant: (i) an Executed Exhibit A; (ii) confirmation that the expert or consultant
19 has been advised in writing that his or her disclosure of information designated
20 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to the Receiving
21 Party is prohibited; and (iii) the outside consultant’s current curriculum vitae or
22 other description setting forth the person’s name and office address, his or her
23 present employer with job title and job description, any business or personal
24 relationship to any of the Parties (aside from being retained to consult and/or
25 provide testimony in the Action), and a brief job history for the past five years;

26 (c) court and its personnel;

27 (d) court reporters and their staff;

28 (e) professional jury or trial consultants, mock jurors, and Professional

1 Vendors to whom disclosure is reasonably necessary for this Action and who have
2 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 (f) the author or recipient of a document containing the information or a
4 custodian or other person who is shown, in written or oral evidence, or foundation
5 laid in deposition testimony, otherwise possesses or knows the information;

6 (g) the Designating party’s own employees, officers and directors, solely
7 as to the Designating party’s own “HIGHLY CONFIDENTIAL-ATTORNEYS’
8 EYES ONLY” material;

9 (h) during their depositions, third-party witnesses and attorneys for third-
10 party witnesses, in the Action to whom disclosure is reasonably necessary, provided:
11 (1) no party or nonparty objects to the proposed disclosure to the third-party witness
12 or attorney for the third-party witness; (2) the deposing party requests that the third-
13 party witness sign the form attached as Exhibit 1; (3) prior to any disclosure, the
14 deposing party consults with the Designating Party and counsel participating in the
15 deposition in order to determine whether a party or nonparty objects to the
16 disclosure; and (4) the third-party witness and his or her attorney may not keep any
17 confidential information unless they sign the “Acknowledgment and Agreement to
18 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
19 by the court. Pages of transcribed deposition testimony or exhibits to depositions
20 that reveal Protected Material may be separately bound by the court reporter and
21 may not be disclosed to anyone except as permitted under this Stipulated Protective
22 Order; and

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

25
26 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
27 OTHER LITIGATION

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

1 that compels disclosure of any information or items designated in this Action as
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
3 ONLY,” that Party must:

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

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

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

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

21
22 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
23 PRODUCED IN THIS LITIGATION

24 (a) The terms of this Order are applicable to information produced by a Non-
25 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by
27 Non-Parties in connection with this litigation is protected by the remedies and relief
28 provided by this Order. Nothing in these provisions should be construed as prohibiting

1 a Non-Party from seeking additional protections.

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

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

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

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

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

22
23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
25 Protected Material to any person or in any circumstance not authorized under this
26 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
27 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
28 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or

1 persons to whom unauthorized disclosures were made of all the terms of this Order,
2 and (d) request such person or persons to execute the “Acknowledgment and
3 Agreement to Be Bound” that is attached hereto as Exhibit A.

4
5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
6 PROTECTED MATERIAL

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

17
18 12. MISCELLANEOUS

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

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

26 12.3 Filing Protected Material. A Party that seeks to file under seal any
27 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
28 only be filed under seal pursuant to a court order authorizing the sealing of the specific

1 Protected Material at issue. If a Party's request to file Protected Material under seal is
2 denied by the court, then the Receiving Party may file the information in the public
3 record unless otherwise instructed by the court.

4
5 13. FINAL DISPOSITION

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

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

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: November 16, 2021

Patricia Donahue

HON. PATRICIA DONAHUE
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under penalty of perjury
6 that I have read in its entirety and understand the Stipulated Protective Order that was
7 issued by the United States District Court for the Central District of California on
8 _____, 202_, in the case of *POCKETBOOK INT'L SA v. DOMAIN*
9 *ADMIN/SITETOOLS, INC., et al.*, No. 2:20-cv-8708 DMG (PDx). I agree to comply
10 with and to be bound by all the terms of this Stipulated Protective Order and I
11 understand and acknowledge that failure to so comply could expose me to sanctions
12 and punishment in the nature of contempt. I solemnly promise that I will not disclose
13 in any manner any information or item that is subject to this Stipulated Protective
14 Order to any person or entity except in strict compliance with the provisions of this
15 Order.

16 I further agree to submit to the jurisdiction of the United States District Court
17 for the Central District of California for the purpose of enforcing the terms of this
18 Stipulated Protective Order, even if such enforcement proceedings occur after
19 termination of this action.

20 I hereby appoint _____ [print or type full name] of
21 _____ [print or type full address and telephone
22 number] as my California agent for service of process in connection with this action or
23 any proceedings related to enforcement of this Stipulated Protective Order.

24
25 Date: _____

26 City and State where sworn and signed: _____

27 Printed name: _____

28 Signature: _____