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10  
 11 **UNITED STATES DISTRICT COURT**  
 12 **CENTRAL DISTRICT OF CALIFORNIA**

13 SREAM, INC, a California corporation,  
 14  
 15 Plaintiff,

Case No. 5:16-cv-00574-FMO-AFM  
 Hon. Alexander F. MacKinnon

16 v.

**STIPULATION AND ~~PROPOSED~~  
 ORDER RE: PROTECTIVE ORDER**

17 VENICE BEACH COLLECTION, INC.;  
 18 RASHMI PATEL; AKRAM ELBAHI;  
 19 AND DOES 1-10 INCLUSIVE,  
 20  
 21 Defendants.

22 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, Plaintiff Scream, Inc.  
 23 (“Plaintiff”), and Defendant Rashmi Patel (“Defendant”), through counsel undersigned,  
 24 jointly submit this Stipulated Protective Order to govern the handling of information and  
 25 materials produced in the course of discovery or filed with the Court in this action;

**1. PURPOSES, LIMITATIONS AND GOOD CAUSE.**

26 1.1. Purpose and Limitations. Disclosure and discovery activity in this action are likely  
 27 to involve production of confidential, proprietary, or private information for which  
 28 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.

1 The parties acknowledge that this Order does not confer blanket protections on all  
2 disclosures or responses to discovery and that the protection it affords from public  
3 disclosure and use extends only to the limited information or items that are entitled  
4 to confidential treatment under the applicable legal principles. The parties further  
5 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective  
6 Order does not entitle them to file confidential information under seal; Civil Local  
7 Rule 79-5 sets forth the procedures that must be followed and the standards that will  
8 be applied when a party seeks permission from the court to file material under seal.

9 1.2. Good Cause Statement. It is the intent of the parties and the Court that information  
10 will not be designated as confidential for tactical reasons in this case and that  
11 nothing be so designated without a good faith belief that there is good cause why it  
12 should not be part of the public record of this case. Generally, information and  
13 documents shall be designated where the Designating Party believes is proprietary,  
14 confidential, and/or is trade secret, and which the Designating Party would not  
15 publically release. Examples of confidential information that the parties may seek  
16 to protect from unrestricted or unprotected disclosure include:

- 17 • Information that is the subject of a non-disclosure or confidentiality  
18 agreement or obligation;
- 19 • The names, or other information tending to reveal the identity of a Party's  
20 supplier, designer, distributor, or customer;
- 21 • Agreements with third-parties;
- 22 • Research and development information;
- 23 • Proprietary engineering or technical information, including product design,  
24 manufacturing techniques, processing information, drawings, memoranda and  
25 reports;
- 26 • Information related to budgets, sales, profits, costs, margins, product pricing,  
27 or other internal financial/accounting information, including non-public  
28

1 information related to financial condition or performance and income or other  
2 non-public tax information;

- 3 • Information related to internal operations including personnel information;
- 4 • Information related to past, current and future product development;
- 5 • Information related to past, current and future market analyses and business  
6 and marketing development, including plans, strategies, forecasts and  
7 competition;
- 8 • Information related a treatment received by a specific patient (as applicable);  
9 and,
- 10 • Trade secrets (as defined by the jurisdiction in which the information is  
11 located).

12 Unrestricted or unprotected disclosure of such confidential, technical,  
13 commercial or personal information would result in prejudice or harm to the  
14 Designating Party by revealing the Designating Party's competitive confidential  
15 information, which has been developed at the expense of the Designating Party  
16 and which represents valuable tangible and intangible assets of that party.  
17 Additionally, privacy interests must be safeguarded. Accordingly, the parties  
18 respectfully submit that there is good cause for the entry of this Protective Order.  
19

## 20 **2. DEFINITIONS.**

21 2.1. Action: The above captioned federal lawsuit.

22 2.2. "ATTORNEYS' EYES ONLY" Information or Items: extremely sensitive  
23 "Confidential Information or Items," disclosure of which to another Party or Non-  
24 Party would create a substantial risk of serious harm that could not be avoided by  
25 less restrictive means.

26 2.3. Challenging Party: a Party or Non-Party that challenges the designation of  
27 information or items under this Order.  
28

- 1 2.4. “CONFIDENTIAL” Information or Items: information (regardless of how it is  
2 generated, stored or maintained) or tangible things that qualify for protection under  
3 Federal Rule of Civil Procedure 26(c).
- 4 2.5. Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well  
5 as their support staff).
- 6 2.6. Designating Party: a Party or Non-Party that designates information or items that it  
7 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or  
8 “ATTORNEYS’ EYES ONLY”.
- 9 2.7. Disclosure or Discovery Material: all items or information, regardless of the  
10 medium or manner in which it is generated, stored, or maintained (including, among  
11 other things, testimony, transcripts, and tangible things), that are produced or  
12 generated in disclosures or responses to discovery in this matter.
- 13 2.8. Expert: a person with specialized knowledge or experience in a matter pertinent to  
14 the litigation who (1) has been retained by a Party or its counsel to serve as an  
15 expert witness or as a consultant in this action, (2) is not a past or current employee  
16 of a Party or of a Party’s competitor, and (3) at the time of retention, is not  
17 anticipated to become an employee of a Party or of a Party’s competitor.
- 18 2.9. House Counsel: attorneys who are employees of a party to this action. House  
19 Counsel does not include Outside Counsel of Record or any other outside counsel.
- 20 2.10. Non-Party: any natural person, partnership, corporation, association, or other legal  
21 entity not named as a Party to this action.
- 22 2.11. Outside Counsel of Record: attorneys who are not employees of a party to this  
23 action but are retained to represent or advise a party to this action and have appeared  
24 in this action on behalf of that party or are affiliated with a law firm which has  
25 appeared on behalf of that party.
- 26 2.12. Party: any party to this action, including all of its officers, directors, employees,  
27 consultants, retained experts, and Outside Counsel of Record (and their support  
28 staffs).

1 2.13. Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
2 Material in this action.

3 2.14. Professional Vendors: persons or entities that provide litigation support services  
4 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,  
5 and organizing, storing, or retrieving data in any form or medium) and their  
6 employees and subcontractors.

7 2.15. Protected Material: any Disclosure or Discovery Material that is designated as  
8 “CONFIDENTIAL,” or as “ATTORNEYS’ EYES ONLY.”

9 2.16. Receiving Party: a Party that receives Disclosure or Discovery Material from a  
10 Producing Party.

11  
12 **3. SCOPE.** The protections conferred by this Stipulation and Order cover not only  
13 Protected Material (as defined above), but also (1) any information copied or extracted  
14 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
15 Protected Material; and (3) any testimony, conversations, or presentations by Parties or  
16 their Counsel that might reveal Protected Material. Any use of Protected Material at  
17 trial shall be governed by the orders of a trial judge. This Order does not govern the use  
18 of Protected Material at trial.

19 3.1. Exclusions. The protections conferred by this Stipulation and Order do not cover the  
20 following information: (a) any information that is in the public domain at the time of  
21 disclosure to a Receiving Party or becomes part of the public domain after its  
22 disclosure to a Receiving Party as a result of publication not involving a violation of  
23 this Order, including becoming part of the public record through trial or otherwise;  
24 (b) any information known to the Receiving Party prior to the disclosure or obtained  
25 by the Receiving Party after the disclosure from a source who obtained the  
26 information lawfully and under no obligation of confidentiality to the Designating  
27 Party; and (c) any Protected Material that is disclosed at trial that was not afforded  
28 protection by the trial judge.

1  
2 **4. DURATION.** Consistent with the exclusions set forth in Section 3.1, even after final  
3 disposition of this litigation, the confidentiality obligations imposed by this Order shall  
4 remain in effect until a Designating Party agrees otherwise in writing or a court order  
5 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all  
6 claims and defenses in this action, with or without prejudice; and (2) final judgment  
7 herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or  
8 reviews of this action, including the time limits for filing any motions or applications for  
9 extension of time pursuant to applicable law.  
10

11 **5. DESIGNATING PROTECTED MATERIAL.**

12 5.1. Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
13 Non-Party that designates information or items for protection under this Order must  
14 take care to limit any such designation to specific material that qualifies under the  
15 appropriate standards. To the extent it is practical to do so, the Designating Party  
16 must designate for protection only those parts of material, documents, items, or oral  
17 or written communications that qualify – so that other portions of the material,  
18 documents, items, or communications for which protection is not warranted are not  
19 swept unjustifiably within the ambit of this Order. Mass, indiscriminate, or  
20 routinized designations are prohibited. Designations that are shown to be clearly  
21 unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
22 encumber or retard the case development process or to impose unnecessary  
23 expenses and burdens on other parties) expose the Designating Party to sanctions. If  
24 it comes to a Designating Party’s attention that information or items that it  
25 designated for protection do not qualify for protection at all or do not qualify for the  
26 level of protection initially asserted, that Designating Party must promptly notify all  
27 other parties that it is withdrawing the mistaken/inapplicable designation.  
28

1 5.2. Manner and Timing of Designations. Except as otherwise provided in this Order  
2 (see, e.g., second paragraph of section 5.2.1 below), or as otherwise stipulated or  
3 ordered, Disclosure or Discovery Material that qualifies for protection under this  
4 Order must be clearly so designated before the material is disclosed or produced.  
5 Designation in conformity with this Order requires:

6 5.2.1. **Documents**: 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 the legend “CONFIDENTIAL” or  
9 “ATTORNEYS’ EYES ONLY” to each page that contains protected material. If  
10 only a portion or portions of the material on a page qualifies for protection, the  
11 Producing Party also must clearly identify the protected portion(s) (e.g., by  
12 making appropriate markings in the margins) and must specify, for each portion,  
13 the level of protection being asserted.

14 5.2.2. **Originals**: A Party or Non-Party that makes original documents or materials  
15 available for inspection need not designate them for protection until after the  
16 inspecting Party has indicated which material it would like copied and produced.  
17 During the inspection and before the designation, all of the material made  
18 available for inspection shall be deemed “ATTORNEYS’ EYES ONLY.” After  
19 the inspecting Party has identified the documents it wants copied and produced,  
20 the Producing Party must determine which documents, or portions thereof,  
21 qualify for protection under this Order. Then, before producing the specified  
22 documents, the Producing Party must affix the appropriate legend  
23 (“CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” to each page that  
24 contains Protected Material. If only a portion or portions of the material on a  
25 page qualifies for protection, the Producing Party also must clearly identify the  
26 protected portion(s) (e.g., by making appropriate markings in the margins) and  
27 must specify, for each portion, the level of protection being asserted.  
28

1           5.2.3. **Testimony:** for testimony given in deposition that the Designating Party  
2           identify on the record, before the close of the deposition, all protected testimony  
3           and specify the level of protection being asserted. When it is impractical to  
4           identify separately each portion of testimony that is entitled to protection and it  
5           appears that substantial portions of the testimony may qualify for protection, the  
6           Designating Party may invoke on the record (before the deposition, hearing, or  
7           other proceeding is concluded) a right to have up to 21 days to identify the  
8           specific portions of the testimony as to which protection is sought and to specify  
9           the level of protection being asserted. Only those portions of the testimony that  
10          are appropriately designated for protection within the 21 days shall be covered  
11          by the provisions of this Stipulated Protective Order.

12          5.2.4. **Other items:** for information produced in some form other than documentary  
13          and for any other tangible items, that the Producing Party affix in a prominent  
14          place on the exterior of the container or containers in which the information or  
15          item is stored the legend “CONFIDENTIAL” or “ATTORNEYS’ EYES  
16          ONLY”. If only a portion or portions of the information or item warrant  
17          protection, the Producing Party, to the extent practicable, shall identify the  
18          protected portion(s) and specify the level of protection being asserted.

19          5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
20          designate qualified information or items does not, standing alone, waive the  
21          Designating Party’s right to secure protection under this Order for such material.  
22          Upon timely correction of a designation, the Receiving Party must make reasonable  
23          efforts to assure that the material is treated in accordance with the provisions of this  
24          Order.

## 25 26 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

27          6.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of  
28          confidentiality at any time that is consistent with the Court’s scheduling Order.



1 Unless a prompt challenge to a Designating Party's confidentiality designation is  
2 necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
3 burdens, or a significant disruption or delay of the litigation, a Party does not waive  
4 its right to challenge a confidentiality designation by electing not to mount a  
5 challenge promptly after the original designation is disclosed. Any motion  
6 challenging confidentiality designations pursuant to this paragraph must be  
7 submitted to the Court via a joint stipulation under Local Rule 37.2.

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

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

## 18 19 **7. ACCESS TO AND USE OF PROTECTED MATERIAL.**

20 7.1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
21 produced by another Party or by a Non-Party in connection with this case only for  
22 prosecuting, defending, or attempting to settle this litigation. Such Protected  
23 Material may be disclosed only to the categories of persons and under the conditions  
24 described in this Order. When the litigation has been terminated, a Receiving Party  
25 must comply with the provisions of section 13 below (FINAL DISPOSITION).  
26 Protected Material must be stored and maintained by a Receiving Party at a location  
27 and in a secure manner that ensures that access is limited to the persons authorized  
28 under this Order.

1 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered  
2 by the court or permitted in writing by the Designating Party, a Receiving Party may  
3 disclose any information or item designated “CONFIDENTIAL” only to:

4 7.2.1. the Receiving Party’s Outside Counsel of Record in this action, as well as  
5 employees of said Outside Counsel of Record to whom it is reasonably  
6 necessary to disclose the information for this Action;

7 7.2.2. the officers, directors, and employees (including House Counsel) of the  
8 Receiving Party to whom disclosure is reasonably necessary for this litigation  
9 and who have signed the “Acknowledgment and Agreement to Be Bound”  
10 (Exhibit A);

11 7.2.3. Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
12 reasonably necessary for this litigation and who have signed the  
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 7.2.4. the court and its personnel;

15 7.2.5. court reporters and their staff;

16 7.2.6. professional jury or trial consultants, and Professional Vendors to whom  
17 disclosure is reasonably necessary for this litigation and who have signed the  
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 7.2.7. the author or recipient of a document containing the information or a custodian  
20 or other person who otherwise possessed or knew the information;

21 7.2.8. during their depositions, witnesses in the action to whom disclosure is  
22 reasonably necessary and who have signed the “Acknowledgment and  
23 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the  
24 Designating Party or ordered by the court. Pages of transcribed deposition  
25 testimony or exhibits to depositions that reveal Protected Material must be  
26 separately bound by the court reporter and may not be disclosed to anyone  
27 except as permitted under this Stipulated Protective Order; and  
28

1 7.2.9. Any mediator or settlement officer, and their supporting personnel, mutually  
2 agreed upon by any of the parties engaged in settlement discussions.

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

7 7.3.1. the Receiving Party’s Outside Counsel of Record in this action, as well as  
8 employees of said Outside Counsel of Record to whom it is reasonably  
9 necessary to disclose the information for this Action;

10 7.3.2. Experts of the Receiving Party (1) to whom disclosure is reasonably necessary  
11 for this litigation, and (2) who have signed the “Acknowledgment and  
12 Agreement to Be Bound” (Exhibit A);

13 7.3.3. the court and its personnel;

14 7.3.4. court reporters and their staff;

15 7.3.5. professional jury or trial consultants, and Professional Vendors to whom  
16 disclosure is reasonably necessary for this litigation and who have signed the  
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 7.3.6. the author or recipient of a document containing the information or a custodian  
19 or other person who otherwise possessed or knew the information; and

20 7.3.7. Any mediator or settlement officer, and their supporting personnel, mutually  
21 agreed upon by any of the parties engaged in settlement discussions.

22 7.4. Procedures for Approving or Objecting to Disclosure of “ATTORNEYS’ EYES  
23 ONLY” Information or Items to Designated House Counsel or Experts.

24 7.4.1. Unless otherwise ordered by the court or agreed to in writing by the  
25 Designating Party, a Party that seeks to disclose to Designated House Counsel  
26 any information or item that has been designated “ATTORNEYS’ EYES  
27 ONLY” pursuant to paragraph 7.3(b) first must make a written request to the  
28 Designating Party that (1) sets forth the full name of the Designated House

1 Counsel and the city and state of his or her residence, and (2) describes the  
2 Designated House Counsel's current and reasonably foreseeable future primary  
3 job duties and responsibilities in sufficient detail to determine if House Counsel  
4 is involved, or may become involved, in any competitive decision-making.

5 7.4.2. Unless otherwise ordered by the court or agreed to in writing by the  
6 Designating Party, a Party that seeks to disclose to an Expert (as defined in this  
7 Order) any information or item that has been designated "ATTORNEYS' EYES  
8 ONLY" pursuant to paragraph 7.3(c) first must make a written request to the  
9 Designating Party that (1) identifies the general categories of "ATTORNEYS'  
10 EYES ONLY" information that the Receiving Party seeks permission to disclose  
11 to the Expert, (2) sets forth the full name of the Expert and the city and state of  
12 his or her primary residence, (3) attaches a copy of the Expert's current resume,  
13 (4) identifies the Expert's current employer(s), (5) identifies each person or  
14 entity from whom the Expert has received compensation or funding for work in  
15 his or her areas of expertise or to whom the expert has provided professional  
16 services, including in connection with a litigation, at any time during the  
17 preceding five years, and (6) identifies (by name and number of the case, filing  
18 date, and location of court) any litigation in connection with which the Expert  
19 has offered expert testimony, including through a declaration, report, or  
20 testimony at a deposition or trial, during the preceding five years.

21 7.4.3. A Party that makes a request and provides the information specified in the  
22 preceding respective paragraphs may disclose the subject Protected Material to  
23 the identified Designated House Counsel or Expert unless, within 14 days of  
24 delivering the request, the Party receives a written objection from the  
25 Designating Party. Any such objection must set forth in detail the grounds on  
26 which it is based.

27 7.4.4. A Party that receives a timely written objection must meet and confer with the  
28 Designating Party (through direct voice to voice dialogue) to try to resolve the

1 matter by agreement within seven days of the written objection. If no agreement  
2 is reached, the Party seeking to make the disclosure to Designated House  
3 Counsel or the Expert may file a motion as provided in Civil Local Rule 7 (and  
4 in compliance with Civil Local Rule 79-5, if applicable) seeking permission  
5 from the court to do so. Any such motion must describe the circumstances with  
6 specificity, set forth in detail the reasons why the disclosure to Designated  
7 House Counsel or the Expert is reasonably necessary, assess the risk of harm  
8 that the disclosure would entail, and suggest any additional means that could be  
9 used to reduce that risk. In addition, any such motion must be accompanied by a  
10 competent declaration describing the parties' efforts to resolve the matter by  
11 agreement (i.e., the extent and the content of the meet and confer discussions)  
12 and setting forth the reasons advanced by the Designating Party for its refusal to  
13 approve the disclosure. Any motion to allow disclosure to an expert pursuant to  
14 this paragraph must be submitted to the Court via a joint stipulation under Local  
15 Rule 37.2.

16 In any such proceeding, the Party opposing disclosure to Designated House Counsel  
17 or the Expert shall bear the burden of proving that the risk of harm that the disclosure  
18 would entail (under the safeguards proposed) outweighs the Receiving Party's need to  
19 disclose the Protected Material to its Designated House Counsel or Expert.  
20

21 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
22 **OTHER LITIGATION.** If a Party is served with a subpoena or a court order issued in  
23 other litigation that compels disclosure of any information or items designated in this  
24 action as "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" that Party must: (a)  
25 promptly notify in writing the Designating Party. Such notification shall include a copy  
26 of the subpoena or court order; (b) promptly notify in writing the party who caused the  
27 subpoena or order to issue in the other litigation that some or all of the material covered  
28 by the subpoena or order is subject to this Protective Order. Such notification shall

1 include a copy of this Stipulated Protective Order; and (c) cooperate with respect to all  
2 reasonable procedures sought to be pursued by the Designating Party whose Protected  
3 Material may be affected.

4 **8.1. Right to Seek Protective Order.** If the Designating Party timely seeks a protective  
5 order, the Party served with the subpoena or court order shall not produce any  
6 information designated in this action as “CONFIDENTIAL” or “ATTORNEYS’  
7 EYES ONLY” before a determination by the court from which the subpoena or  
8 order issued, unless the Party has obtained the Designating Party’s permission. The  
9 Designating Party shall bear the burden and expense of seeking protection in that  
10 court of its confidential material – and nothing in these provisions should be  
11 construed as authorizing or encouraging a Receiving Party in this action to disobey a  
12 lawful directive from another court.

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

16 9.1. The terms of this Order are applicable to information produced by a Non-Party in  
17 this action and designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES  
18 ONLY”. Such information produced by Non-Parties in connection with this  
19 litigation is protected by the remedies and relief provided by this Order. Nothing in  
20 these provisions should be construed as prohibiting a Non-Party from seeking  
21 additional protections.

22 9.2. In the event that a Party is required, by a valid discovery request, to produce a Non-  
23 Party’s confidential information in its possession, and the Party is subject to an  
24 agreement with the Non-Party not to produce the Non-Party’s confidential  
25 information, then the Party shall: (a) promptly notify in writing the Requesting Party  
26 and the Non-Party that some or all of the information requested is subject to a  
27 confidentiality agreement with a Non-Party; (b) promptly provide the Non-Party  
28 with a copy of the Stipulated Protective Order in this litigation, the relevant

1 discovery request(s), and a reasonably specific description of the information  
2 requested; and (c) make the information requested available for inspection by the  
3 Non-Party.

4 9.3. If the Non-Party fails to object or seek a protective order from this court within 14  
5 days of receiving the notice and accompanying information, the Receiving Party  
6 may produce the Non-Party's confidential information responsive to the discovery  
7 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
8 not produce any information in its possession or control that is subject to the  
9 confidentiality agreement with the Non-Party before a determination by the court.  
10 Absent a court order to the contrary, the Non-Party shall bear the burden and  
11 expense of seeking protection in this court of its Protected Material.

12  
13 **10.UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.** If a Receiving  
14 Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to  
15 any person or in any circumstance not authorized under this Stipulated Protective Order,  
16 the Receiving Party must immediately (a) notify in writing the Designating Party of the  
17 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of  
18 the Protected Material, (c) inform the person or persons to whom unauthorized  
19 disclosures were made of all the terms of this Order, and (d) request such person or  
20 persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached  
21 hereto as Exhibit A.

22  
23 **11.INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
24 **PROTECTED MATERIAL.** When a Producing Party gives notice to Receiving  
25 Parties that certain inadvertently produced material is subject to a claim of privilege or  
26 other protection, the obligations of the Receiving Parties are those set forth in Federal  
27 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
28 procedure may be established in an e-discovery order that provides for production

1 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e),  
2 insofar as the parties reach an agreement on the effect of disclosure of a communication  
3 or information covered by the attorney-client privilege or work product protection, the  
4 parties may incorporate their agreement in the stipulated protective order submitted to  
5 the court.

6  
7 **12.MISCELLANEOUS.**

8 12.1. Right to Further Relief. Nothing in this Order abridges the right of any person to  
9 seek its modification by the court in the future.

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

15 12.3. Filing Protected Material. Without written permission from the Designating Party or  
16 a court order secured after appropriate notice to all interested persons, a Party may  
17 not file in the public record in this action any Protected Material. A Party that seeks  
18 to file under seal any Protected Material must comply with Civil Local Rule 79-5.  
19 Protected Material may only be filed under seal pursuant to a court order authorizing  
20 the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule  
21 79-5, a sealing order will issue only upon a request establishing that the Protected  
22 Material at issue is privileged, protectable as a trade secret, or otherwise entitled to  
23 protection under the law. If a Receiving Party's request to file Protected Material  
24 under seal pursuant to Civil Local Rule 79-5(e) is denied by the court, then the  
25 Receiving Party may file the Protected Material in the public record pursuant to  
26 Civil Local Rule 79-5(e)(2) unless otherwise instructed by the court.



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

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

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**ATTACHMENT A**

1  
2 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
3 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
4 that I have read in its entirety and understand the Stipulated Protective Order that was  
5 issued by the United States District Court for the Central District of California in the case  
6 of *Sream, Inc. v. Rashmi Patel, et al.*, Case No. 5:16-cv-00574-FMO-AFM. I agree to  
7 comply with and to be bound by all the terms of this Stipulated Protective Order and I  
8 understand and acknowledge that failure to so comply could expose me to sanctions and  
9 punishment in the nature of contempt. I solemnly promise that I will not disclose in any  
10 manner any information or item that is subject to this Stipulated Protective Order to any  
11 person or entity except in strict compliance with the provisions of this Order.

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

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

20  
21 Date: \_\_\_\_\_

22 City and State where sworn and signed: \_\_\_\_\_

23 Printed name: \_\_\_\_\_

24  
25 Signature: \_\_\_\_\_  
26  
27  
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