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8
9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11
12 LIVE FACE ON WEB, LLC,
A Pennsylvania limited liability company,

13
14 Plaintiff,

15 vs.

16 BABAK ROSHDIEH, M.D. CORP., *et al.*,

17 Defendants.
18
19

Case No. 5:16-cv-01405-JGB-KKx
Hon. Jesus G. Bernal

STIPULATION AND ~~[PROPOSED]~~
ORDER RE: PROTECTIVE ORDER

20 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, Plaintiff Live Face
21 on Web, LLC (“Plaintiff” or “LFOW”), and Defendants Babak Roshdieh (“Roshdieh”) and
22 Babak Roshdieh, M.D. Corp. (“BRMD”) (Roshdieh and BRMD are, collectively,
23 “Defendant”), through counsel undersigned, jointly submit this Stipulated Protective Order
24 to govern the handling of information and materials produced in the course of discovery or
25 filed with the Court in this action;

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

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

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

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

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

- 1 • Information related to budgets, sales, profits, costs, margins, product pricing,
2 or other internal financial/accounting information, including non-public
3 information related to financial condition or performance and income or other
4 non-public tax information;
- 5 • Information related to internal operations including personnel information;
- 6 • Information related to past, current and future product development;
- 7 • Information related to past, current and future market analyses and business
8 and marketing development, including plans, strategies, forecasts and
9 competition;
- 10 • Information related a treatment received by a specific patient (as applicable);
11 and,
- 12 • Trade secrets (as defined by the jurisdiction in which the information is
13 located).

14 Unrestricted or unprotected disclosure of such confidential, technical,
15 commercial or personal information would result in prejudice or harm to the
16 Designating Party by revealing the Designating Party's competitive confidential
17 information, which has been developed at the expense of the Designating Party
18 and which represents valuable tangible and intangible assets of that party.
19 Additionally, privacy interests must be safeguarded. Accordingly, the parties
20 respectfully submit that there is good cause for the entry of this Protective Order.
21

22 **2. DEFINITIONS.**

23 2.1. Action: The above captioned federal lawsuit.

24 2.2. "ATTORNEYS' EYES ONLY" Information or Items: extremely sensitive
25 "Confidential Information or Items," disclosure of which to another Party or Non-
26 Party would create a substantial risk of serious harm that could not be avoided by
27 less restrictive means.
28

- 1 2.3. Challenging Party: a Party or Non-Party that challenges the designation of
2 information or items under this Order.
- 3 2.4. “CONFIDENTIAL” Information or Items: information (regardless of how it is
4 generated, stored or maintained) or tangible things that qualify for protection under
5 Federal Rule of Civil Procedure 26(c).
- 6 2.5. Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well
7 as their support staff).
- 8 2.6. Designating Party: a Party or Non-Party that designates information or items that it
9 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
10 “ATTORNEYS’ EYES ONLY”.
- 11 2.7. Disclosure or Discovery Material: all items or information, regardless of the
12 medium or manner in which it is generated, stored, or maintained (including, among
13 other things, testimony, transcripts, and tangible things), that are produced or
14 generated in disclosures or responses to discovery in this matter.
- 15 2.8. Expert: a person with specialized knowledge or experience in a matter pertinent to
16 the litigation who (1) has been retained by a Party or its counsel to serve as an
17 expert witness or as a consultant in this action, (2) is not a past or current employee
18 of a Party or of a Party’s competitor, and (3) at the time of retention, is not
19 anticipated to become an employee of a Party or of a Party’s competitor.
- 20 2.9. House Counsel: attorneys who are employees of a party to this action. House
21 Counsel does not include Outside Counsel of Record or any other outside counsel.
- 22 2.10. Non-Party: any natural person, partnership, corporation, association, or other legal
23 entity not named as a Party to this action.
- 24 2.11. Outside Counsel of Record: attorneys who are not employees of a party to this
25 action but are retained to represent or advise a party to this action and have appeared
26 in this action on behalf of that party or are affiliated with a law firm which has
27 appeared on behalf of that party.
- 28

1 2.12. Party: any party to this action, including all of its officers, directors, employees,
2 consultants, retained experts, and Outside Counsel of Record (and their support
3 staffs).

4 2.13. Producing Party: a Party or Non-Party that produces Disclosure or Discovery
5 Material in this action.

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

10 2.15. Protected Material: any Disclosure or Discovery Material that is designated as
11 “CONFIDENTIAL,” or as “ATTORNEYS’ EYES ONLY.”

12 2.16. Receiving Party: a Party that receives Disclosure or Discovery Material from a
13 Producing Party.

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

22 3.1. Exclusions. The protections conferred by this Stipulation and Order do not cover the
23 following information: (a) any information that is in the public domain at the time of
24 disclosure to a Receiving Party or becomes part of the public domain after its
25 disclosure to a Receiving Party as a result of publication not involving a violation of
26 this Order, including becoming part of the public record through trial or otherwise;
27 (b) any information known to the Receiving Party prior to the disclosure or obtained
28 by the Receiving Party after the disclosure from a source who obtained the

1 information lawfully and under no obligation of confidentiality to the Designating
2 Party; and (c) any Protected Material that is disclosed at trial that was not afforded
3 protection by the trial judge.
4

5 **4. DURATION.** Consistent with the exclusions set forth in Section 3.1, even after final
6 disposition of this litigation, the confidentiality obligations imposed by this Order shall
7 remain in effect until a Designating Party agrees otherwise in writing or a court order
8 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
9 claims and defenses in this action, with or without prejudice; and (2) final judgment
10 herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or
11 reviews of this action, including the time limits for filing any motions or applications for
12 extension of time pursuant to applicable law.
13

14 **5. DESIGNATING PROTECTED MATERIAL.**

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

1 level of protection initially asserted, that Designating Party must promptly notify all
2 other parties that it is withdrawing the mistaken/inapplicable designation.

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

8 5.2.1. **Documents**: for information in documentary form (e.g., paper or electronic
9 documents, but excluding transcripts of depositions or other pretrial or trial
10 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
11 “ATTORNEYS’ EYES ONLY” to each page that contains protected material. If
12 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
14 making appropriate markings in the margins) and must specify, for each portion,
15 the level of protection being asserted.

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

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

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

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

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

27
28 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

1 6.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of
2 confidentiality at any time that is consistent with the Court's scheduling Order.
3 Unless a prompt challenge to a Designating Party's confidentiality designation is
4 necessary to avoid foreseeable, substantial unfairness, unnecessary economic
5 burdens, or a significant disruption or delay of the litigation, a Party does not waive
6 its right to challenge a confidentiality designation by electing not to mount a
7 challenge promptly after the original designation is disclosed. Any motion
8 challenging confidentiality designations pursuant to this paragraph must be brought
9 in strict compliance with Local Rules 37-1 and 37-2, in their entirety, including the
10 Joint Stipulation Requirement.

11 6.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution process
12 under Local Rule 37.1 *et seq.* by providing written notice of each designation it is
13 challenging and describing the basis for each challenge. To avoid ambiguity as to
14 whether a challenge has been made, the written notice must recite that the challenge
15 to confidentiality is being made in accordance with this specific paragraph of the
16 Protective Order. The parties shall attempt to resolve each challenge in good faith
17 and must begin the process by conferring directly (in voice to voice dialogue; other
18 forms of communication are not sufficient) within 10 days of the date of service of
19 notice. In conferring, the Challenging Party must explain the basis for its belief that
20 the confidentiality designation was not proper and must give the Designating Party
21 an opportunity to review the designated material, to reconsider the circumstances,
22 and, if no change in designation is offered, to explain the basis for the chosen
23 designation. A Challenging Party may proceed to the next stage of the challenge
24 process only if it has engaged in this meet and confer process first or establishes that
25 the Designating Party is unwilling to participate in the meet and confer process in a
26 timely manner.

27 6.3. The burden of persuasion in any such challenge proceeding shall be on the
28 Designating Party. Frivolous challenges and those made for an improper purpose

1 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
2 expose the Challenging Party to sanctions. Unless the Designating Party has waived
3 the confidentiality designation by failing to file an applicable motion (e.g. to retain
4 confidentiality), all parties shall continue to afford the material in question the level
5 of protection to which it is entitled under the Producing Party’s designation until the
6 court rules on the challenge.
7

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

9 7.1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or
10 produced by another Party or by a Non-Party in connection with this case only for
11 prosecuting, defending, or attempting to settle this litigation. Such Protected
12 Material may be disclosed only to the categories of persons and under the conditions
13 described in this Order. When the litigation has been terminated, a Receiving Party
14 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 location
16 and in a secure manner that ensures that access is limited to the persons authorized
17 under this Order.

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

21 7.2.1. the Receiving Party’s Outside Counsel of Record in this action, as well as
22 employees of said Outside Counsel of Record to whom it is reasonably
23 necessary to disclose the information for this Action;

24 7.2.2. the officers, directors, and employees (including House Counsel) of the
25 Receiving Party to whom disclosure is reasonably necessary for this litigation
26 and who have signed the “Acknowledgment and Agreement to Be Bound”
27 (Exhibit A);
28

1 7.2.3. Experts (as defined in this Order) of the Receiving Party to whom disclosure is
2 reasonably necessary for this litigation and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 7.2.4. the court and its personnel;

5 7.2.5. court reporters and their staff;

6 7.2.6. professional jury or trial consultants, and Professional Vendors to whom
7 disclosure is reasonably necessary for this litigation and who have signed the
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

9 7.2.7. the author or recipient of a document containing the information or a custodian
10 or other person who otherwise possessed or knew the information;

11 7.2.8. during their depositions, witnesses in the action to whom disclosure is
12 reasonably necessary and who have signed the “Acknowledgment and
13 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the
14 Designating Party or ordered by the court. Pages of transcribed deposition
15 testimony or exhibits to depositions that reveal Protected Material must be
16 separately bound by the court reporter and may not be disclosed to anyone
17 except as permitted under this Stipulated Protective Order; and

18 7.2.9. Any mediator or settlement officer, and their supporting personnel, mutually
19 agreed upon by any of the parties engaged in settlement discussions.

20 7.2.10. The parties’ insurance carriers and representatives thereof.

21 7.3. Disclosure of “ATTORNEYS’ EYES ONLY” Information or Items. Unless
22 otherwise ordered by the court or permitted in writing by the Designating Party, a
23 Receiving Party may disclose any information or item designated “ATTORNEYS’
24 EYES ONLY” only to:

25 7.3.1. the Receiving Party’s Outside Counsel of Record in this action, as well as
26 employees of said Outside Counsel of Record to whom it is reasonably
27 necessary to disclose the information for this Action;
28

1 7.3.2. Experts of the Receiving Party (1) to whom disclosure is reasonably necessary
2 for this litigation, and (2) who have signed the “Acknowledgment and
3 Agreement to Be Bound” (Exhibit A) as well as employees and agents of said
4 Experts, provided that said employees and agents sign the “Acknowledgments
5 and Agreement to Be Bound” (Exhibit A);

6 7.3.3. the court and its personnel;

7 7.3.4. court reporters and their staff;

8 7.3.5. professional jury or trial consultants, and Professional Vendors to whom
9 disclosure is reasonably necessary for this litigation and who have signed the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 7.3.6. the author or recipient of a document containing the information or a custodian
12 or other person who otherwise possessed or knew the information; and

13 7.3.7. Any mediator or settlement officer, and their supporting personnel, mutually
14 agreed upon by any of the parties engaged in settlement discussions.

15
16 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
17 **OTHER LITIGATION.** If a Party is served with a subpoena or a court order issued in
18 other litigation that compels disclosure of any information or items designated in this
19 action as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” that Party must: (a)
20 promptly notify in writing the Designating Party. Such notification shall include a copy
21 of the subpoena or court order; (b) promptly notify in writing the party who caused the
22 subpoena or order to issue in the other litigation that some or all of the material covered
23 by the subpoena or order is subject to this Protective Order. Such notification shall
24 include a copy of this Stipulated Protective Order; and (c) cooperate with respect to all
25 reasonable procedures sought to be pursued by the Designating Party whose Protected
26 Material may be affected.

27 8.1. Right to Seek Protective Order. If the Designating Party timely seeks a protective
28 order, the Party served with the subpoena or court order shall not produce any

1 information designated in this action as “CONFIDENTIAL” or “ATTORNEYS’
2 EYES ONLY” before a determination by the court from which the subpoena or
3 order issued, unless the Party has obtained the Designating Party’s permission. The
4 Designating Party shall bear the burden and expense of seeking protection in that
5 court of its confidential material – and nothing in these provisions should be
6 construed as authorizing or encouraging a Receiving Party in this action to disobey a
7 lawful directive from another court.

8
9 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**
10 **THIS LITIGATION.**

11 9.1. The terms of this Order are applicable to information produced by a Non-Party in
12 this action and designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES
13 ONLY”. Such information produced by Non-Parties in connection with this
14 litigation is protected by the remedies and relief provided by this Order. Nothing in
15 these provisions should be construed as prohibiting a Non-Party from seeking
16 additional protections.

17 9.2. In the event that a Party is required, by a valid discovery request, to produce a Non-
18 Party’s confidential information in its possession, and the Party is subject to an
19 agreement with the Non-Party not to produce the Non-Party’s confidential
20 information, then the Party shall: (a) promptly notify in writing the Requesting Party
21 and the Non-Party that some or all of the information requested is subject to a
22 confidentiality agreement with a Non-Party; (b) promptly provide the Non-Party
23 with a copy of the Stipulated Protective Order in this litigation, the relevant
24 discovery request(s), and a reasonably specific description of the information
25 requested; and (c) make the information requested available for inspection by the
26 Non-Party.

27 9.3. If the Non-Party fails to object or seek a protective order from this court within 14
28 days of receiving the notice and accompanying information, the Receiving Party

1 may produce the Non-Party's confidential information responsive to the discovery
2 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
3 not produce any information in its possession or control that is subject to the
4 confidentiality agreement with the Non-Party before a determination by the court.
5 Absent a court order to the contrary, the Non-Party shall bear the burden and
6 expense of seeking protection in this court of its Protected Material.
7

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

18 **11.INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
19 **PROTECTED MATERIAL.** When a Producing Party gives notice to Receiving
20 Parties that certain inadvertently produced material is subject to a claim of privilege or
21 other protection, the obligations of the Receiving Parties are those set forth in Federal
22 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever
23 procedure may be established in an e-discovery order that provides for production
24 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e),
25 insofar as the parties reach an agreement on the effect of disclosure of a communication
26 or information covered by the attorney-client privilege or work product protection, the
27 parties may incorporate their agreement in the stipulated protective order submitted to
28 the court.

1
2 **12.MISCELLANEOUS.**

3 12.1. Right to Further Relief. Nothing in this Order abridges the right of any person to
4 seek its modification by the court in the future.

5 12.2. Right to Assert Other Objections. By stipulating to the entry of this Protective Order
6 no Party waives any right it otherwise would have to object to disclosing or
7 producing any information or item on any ground not addressed in this Stipulated
8 Protective Order. Similarly, no Party waives any right to object on any ground to use
9 in evidence of any of the material covered by this Protective Order.

10 12.3. Filing Protected Material. A Party that seeks to file under seal any Protected
11 Material must comply with Civil Local Rule 79-5.2.2. Protected Material may only
12 be filed under seal pursuant to a court order authorizing the sealing of the specific
13 Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will
14 issue only upon a request establishing that the Protected Material at issue is
15 privileged, protectable as a trade secret, or otherwise entitled to protection under the
16 law. If a Receiving Party's request to file Protected Material under seal pursuant to
17 Civil Local Rule 79-5.2 is denied by the court, then the Receiving Party may file the
18 Protected Material in the public record unless otherwise instructed by the court.
19

20 **13.FINAL DISPOSITION.** Within 60 days after the final disposition of this action, as
21 defined in paragraph 4, each Receiving Party must return all Protected Material to the
22 Producing Party or destroy such material. As used in this subdivision, “all Protected
23 Material” includes all copies, abstracts, compilations, summaries, and any other format
24 reproducing or capturing any of the Protected Material. Whether the Protected Material
25 is returned or destroyed, the Receiving Party must submit a written certification to the
26 Producing Party (and, if not the same person or entity, to the Designating Party) by the
27 60-day deadline that (1) identifies (by category, where appropriate) all the Protected
28 Material that was returned or destroyed and (2) affirms that the Receiving Party has not

1 retained any copies, abstracts, compilations, summaries or any other format reproducing
2 or capturing any of the Protected Material. Notwithstanding this provision, Counsel are
3 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and
4 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,
5 expert reports, attorney work product, and consultant and expert work product, even if
6 such materials contain Protected Material. Any such archival copies that contain or
7 constitute Protected Material remain subject to this Protective Order as set forth in
8 Section 4 (DURATION).

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

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22 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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1 Dated: July 5, 2017

NEXIO, PC

2
3 By: /s/ Naji Khatib /

4 Naji Khatib,
5 *Attorneys for Plaintiff,*
6 *Live Face on Web, LLC*

7 Dated: July 5, 2017

**MURPHY, PEARSON, BRADLEY &
FEENEY**

8
9 By: /s/ /

10 Keith G. Adams
11 *Attorneys for Defendant*
12 *Babak Roshdieh, M.D. Corp.*

13 IT IS SO ORDERED.

14
15 Dated: July 5, 2017

16 

17
18 Hon. Kenly Kiya Kato
19 United States Magistrate Judge

EXHIBIT 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 *Live Face on Web, LLC v. Babak Roshdieh, M.D. Corp., et al.*, Case No.
7 5:16-cv-01405-JGB-DTB. I agree to comply with and to be bound by all the terms of this
8 Stipulated Protective Order and I understand and acknowledge that failure to so comply
9 could expose me to sanctions and punishment in the nature of contempt. I solemnly
10 promise that I will not disclose in any manner any information or item that is subject to this
11 Stipulated Protective Order to any person or entity except in strict compliance with the
12 provisions of this Order.

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

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

21
22 Date: _____

23 City and State where sworn and signed: _____

24 Printed name: _____

25
26 Signature: _____
27
28