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17
 18 **UNITED STATES DISTRICT COURT**
 19 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
 20 **SOUTHERN DIVISION**

21 INTERPOLS NETWORK
 22 INCORPORATED, a California corporation,

23 Plaintiff/Counterdefendant,

24 v.

25 AURA INTERACTIVE, INC., a California
 26 corporation, and THE AURA GROUP,

27 Defendants/Counterclaimants.

Case No. CV 8:12-832-JVS(JPRx)

**AMENDED STIPULATED
 PROTECTIVE ORDER**

**Magistrate Judge:
 Hon. Jean P. Rosenbluth**

1 **1. PURPOSES AND LIMITATIONS**

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

16 **2. DEFINITIONS**

17 2.1 “Challenging Party” shall mean a Party or Non-Party that challenges
18 the designation of information or items under this Order.

19 2.2 “CONFIDENTIAL” Information or Items shall mean information
20 (regardless of how it is generated, stored or maintained) or tangible things that
21 qualify for protection under Federal Rule of Civil Procedure 26(c).

22 2.3 “Designating Party” shall mean a Party or Non-Party that designates
23 information or items that it produces in disclosures or in responses to discovery as
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES
25 ONLY.”

26 2.4 “Disclosure or Discovery Material” shall mean all items or
27 information, regardless of the medium or manner in which it is generated, stored, or
28 maintained (including, among other things, testimony, transcripts, and tangible

1 things), that are produced or generated in disclosures or responses to discovery in
2 this matter.

3 2.5 “Expert” shall mean a person with specialized knowledge or
4 experience in a matter pertinent to the litigation who (1) has been retained by a
5 Party or its counsel to serve as an expert witness or as a consultant in this action,
6 (2) is not a past or current employee of a Party or of a Party’s competitor, and (3) at
7 the time of retention, is not anticipated to become an employee of a Party or of a
8 Party’s competitor.

9 2.6 “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY”
10 Information or Items shall mean extremely sensitive “Confidential Information or
11 Items,” disclosure of which to another Party or Non-Party would create a
12 substantial risk of serious harm that could not be avoided by less restrictive means.

13 2.7 “In-House Counsel” shall mean attorneys who are employees of a
14 party to this action. In-House Counsel does not include Outside Counsel of Record
15 or any other outside counsel.

16 2.8 “Non-Party” shall mean any natural person, partnership, corporation,
17 association, or other legal entity not named as a Party to this action.

18 2.9 “Outside Counsel of Record” shall mean attorneys who are not
19 employees of a party to this action but are retained to represent or advise a party to
20 this action and have appeared in this action on behalf of that party or are affiliated
21 with a law firm which has appeared on behalf of that party.

22 2.10 “Party” shall mean any party to this action, including all of its officers,
23 directors, employees, consultants, retained experts, and Outside Counsel of Record
24 (and their support staffs).

25 2.11 “Producing Party” shall mean a Party or Non-Party that produces
26 Disclosure or Discovery Material in this action.

27 2.12 “Professional Vendors” shall mean persons or entities that provide
28 litigation support services (e.g., photocopying, videotaping, translating, preparing

1 exhibits or demonstrations, and organizing, storing, or retrieving data in any form
2 or medium) and their employees and subcontractors.

3 2.13 “Protected Material” shall mean any Disclosure or Discovery Material
4 that is designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL–
5 ATTORNEYS’ EYES ONLY.”

6 2.14 “Receiving Party” shall mean a Party that receives Disclosure or
7 Discovery Material from a Producing Party.

8 **3. SCOPE**

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

15 However, the protections conferred by this Stipulation and Order do not
16 cover the following information: (a) any information that is in the public domain at
17 the time of disclosure to a Receiving Party or becomes part of the public domain
18 after its disclosure to a Receiving Party as a result of publication not involving a
19 violation of this Order, including becoming part of the public record through trial
20 or otherwise; and (b) any information known to the Receiving Party prior to the
21 disclosure or obtained by the Receiving Party after the disclosure from a source
22 who obtained the information lawfully and under no obligation of confidentiality to
23 the Designating Party. Any use of Protected Material at trial or any Court hearing
24 shall be governed by a separate agreement or order.

25 **4. DURATION**

26 Even after final disposition of this litigation, the confidentiality obligations
27 imposed by this Order shall remain in effect until a Designating Party agrees
28 otherwise in writing or a court order otherwise directs. Final disposition shall be

1 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
2 or without prejudice; and (2) final judgment herein after the completion and
3 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
4 including the time limits for filing any motions or applications for extension of time
5 pursuant to applicable law.

6 **5. DESIGNATING PROTECTED MATERIAL**

7 5.1 Exercise of Restraint and Care in Designating Material for Protection.

8 Each Party or Non-Party that designates information or items for protection
9 under this Order must take care to limit any such designation to specific material
10 that qualifies under the appropriate standards. To the extent it is practical to do so,
11 the Designating Party must designate for protection only those parts of material,
12 documents, items, or oral or written communications that qualify – so that other
13 portions of the material, documents, items, or communications for which protection
14 is not warranted are not swept unjustifiably within the ambit of this Order. Mass,
15 indiscriminate, or routinized designations are prohibited. Designations that are
16 shown to be clearly unjustified or that have been made for an improper purpose
17 (e.g., to unnecessarily encumber or retard the case development process or to
18 impose unnecessary expenses and burdens on other parties) expose the Designating
19 Party to sanctions.

20 If it comes to a Designating Party's attention that information or items that it
21 designated for protection do not qualify for protection at all or do not qualify for
22 the level of protection initially asserted, that Designating Party must promptly
23 notify all other parties that it is withdrawing the mistaken designation.

24 5.2 Except as otherwise provided in this Order (*see, e.g.*, second paragraph
25 of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
26 Discovery Material that qualifies for protection under this Order must be clearly so
27 designated before the material is disclosed or produced. Designation in conformity
28 with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic
2 documents, but excluding transcripts of depositions or other pretrial or trial
3 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
4 “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY” to each page that
5 contains protected material. If portions of an integrated, multi-page document,
6 including a response to a discovery request, qualifies for protection, then the
7 Producing Party shall affix the legend “CONFIDENTIAL” or “HIGHLY
8 CONFIDENTIAL–ATTORNEYS’ EYES ONLY” on the first page of the
9 document and then on each page of the Document that qualifies for protection. 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 making
12 appropriate markings in the margins) and must specify, for each portion, the level
13 of protection being asserted.

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

1 (b) for testimony given in deposition, the Designating Party shall
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 identify
4 separately each portion of testimony that is entitled to protection and it appears that
5 substantial portions of the testimony may qualify for protection, the Designating
6 Party may invoke on the record (before the deposition is concluded) a right to have
7 up to twenty-one (21) days to identify the specific portions of the testimony as to
8 which protection is sought and to specify the level of protection being asserted.
9 Only those portions of the testimony that are appropriately designated for
10 protection within the twenty-one (21) days shall be covered by the provisions of
11 this Stipulated Protective Order. Alternatively, a Designating Party may specify, at
12 the deposition or up to twenty-one (21) days afterwards if that period is properly
13 invoked, that the entire transcript shall be treated as “CONFIDENTIAL” or
14 “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY.”

15 Parties shall give the other parties notice if they reasonably expect a
16 deposition to include Protected Material so that the other parties can ensure that
17 only authorized individuals who have signed the “Acknowledgment and Agreement
18 to Be Bound” (Exhibit A) are present at those proceedings. The use of a document
19 as an exhibit at a deposition shall not in any way affect its designation as
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
21 ONLY.”

22 Transcripts containing Protected Material shall have an obvious legend on
23 the title page that the transcript contains Protected Material, and the title page shall
24 be followed by a list of all pages (including line numbers as appropriate) that have
25 been designated as Protected Material and the level of protection being asserted by
26 the Designating Party. The Designating Party shall inform the court reporter of
27 these requirements. Any transcript that is prepared before the expiration of a 21-
28 day period for designation shall be treated during that period as if it had been

1 designated “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY” in its
2 entirety unless otherwise agreed. After the expiration of that period, the transcript
3 shall be treated only as actually designated.

4 (c) for information produced in some form other than documentary
5 and for any other tangible items, that the Producing Party affix in a prominent place
6 on the exterior of the container or containers in which the information or item is
7 stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–
8 ATTORNEYS’ EYES ONLY”. If only a portion or portions of the information or
9 item warrant protection, the Producing Party, to the extent practicable, shall
10 identify the protected portion(s) and specify the level of protection being asserted.

11 5.3 Inadvertent Failures to Designate.

12 If timely corrected, an inadvertent failure to designate qualified information
13 or items does not, standing alone, waive the Designating Party’s right to secure
14 protection under this Order for such material. Upon timely correction of a
15 designation, the Receiving Party must make reasonable efforts to assure that the
16 material is treated in accordance with the provisions of this Order.

17 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

18 6.1 Timing of Challenges.

19 Any Party or Non-Party may challenge a designation of confidentiality at
20 any time. Unless a prompt challenge to a Designating Party’s confidentiality
21 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary
22 economic burdens, or a significant disruption or delay of the litigation, a Party does
23 not waive its right to challenge a confidentiality designation by electing not to
24 mount a challenge promptly after the original designation is disclosed.

25 6.2 Meet and Confer.

26 The Challenging Party shall initiate the dispute resolution process by
27 providing written notice of each designation it is challenging and describing the
28 basis for each challenge. To avoid ambiguity as to whether a challenge has been

1 made, the written notice must recite that the challenge to confidentiality is being
2 made in accordance with this specific paragraph of the Protective Order. The
3 Parties shall attempt to resolve each challenge in good faith and must begin the
4 process by conferring directly (in voice to voice dialogue; other forms of
5 communication are not sufficient) within ten (10) days of the date of service of
6 notice. In conferring, the Challenging Party must explain the basis for its belief
7 that the confidentiality designation was not proper and must give the Designating
8 Party an opportunity to review the designated material, to reconsider the
9 circumstances, and, if no change in designation is offered, to explain the basis for
10 the chosen designation. The Parties shall comply with the requirements set forth in
11 Local Rule 37-1 before seeking judicial intervention. A Challenging Party may
12 proceed to the next stage of the challenge process only if it has engaged in this
13 meet and confer process first or establishes that the Designating Party is unwilling
14 to participate in the meet and confer process in a timely manner.

15 6.3 Judicial Intervention.

16 Prior to seeking judicial intervention, the Parties shall comply with Local
17 Rule 37-1. If the Parties cannot resolve a challenge without court intervention, the
18 Parties shall comply with Local Rule 37-2 and draft a joint stipulation pursuant to
19 Local Rule 37-2.1. The Challenging Party may file a motion challenging a
20 confidentiality designation at any time if there is good cause for doing so, including
21 a challenge to the designation of a deposition transcript or any portions thereof.
22 Any motion brought pursuant to this provision must be accompanied by a
23 competent declaration affirming that the movant has complied with the meet and
24 confer requirements imposed by Local Rule 37. The burden of persuasion in any
25 such challenge proceeding shall be on the Designating Party. Frivolous challenges
26 and those made for an improper purpose (e.g., to harass or impose unnecessary
27 expenses and burdens on other parties) may expose the Challenging Party to
28 sanctions. All Parties shall continue to afford the material in question the level of

1 protection to which it is entitled under the Producing Party’s designation until the
2 Court rules on the challenge.

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

4 7.1 Basic Principles.

5 A Receiving Party may use Protected Material that is disclosed or produced
6 by another Party or by a Non-Party in connection with this case only for
7 prosecuting, defending, or attempting to settle this litigation. Such Protected
8 Material may be disclosed only to the categories of persons and under the
9 conditions described in this Order. When the litigation has been terminated, a
10 Receiving Party must comply with the provisions of section 14 below (FINAL
11 DISPOSITION). Protected Material must be stored and maintained by a Receiving
12 Party at a location and in a secure manner that ensures that access is limited to the
13 persons authorized under this Order.

14 7.2 Disclosure of “CONFIDENTIAL” Information or Items.

15 Unless otherwise ordered by court or permitted in writing by the Designating
16 Party, a Receiving Party may disclose any information or item designated
17 “CONFIDENTIAL” only to:

18 (a) the Receiving Party’s Outside Counsel of Record in this action,
19 as well as employees of said Outside Counsel of Record to whom it is reasonably
20 necessary to disclose the information for this litigation;

21 (b) the officers, directors, and employees (including In-House
22 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
23 this litigation and who have signed the “Acknowledgment and Agreement to Be
24 Bound” (Exhibit A);

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

1 (d) any neutral retained by the Parties in connection with alternative
2 dispute resolution proceedings related to this litigation;

3 (e) any court or other shorthand reports or typist recording or
4 transcribing testimony and its personnel;

5 (f) jury consultants, mock jurors, focus group members and the like
6 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
7 A);

8 (g) Professional Vendors to whom disclosure is reasonably
9 necessary for this litigation;

10 (h) the author or recipient of a document containing the information
11 or a custodian or other person who otherwise possessed or knew the information.

12 7.3 Disclosure of “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES
13 ONLY” Information or Items.

14 Unless otherwise ordered by the court or permitted in writing by the
15 Designating Party, a Receiving Party may disclose any information or item
16 designated of “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY” only
17 to:

18 (a) the Receiving Party’s Outside Counsel of Record in this action,
19 as well as employees of said Outside Counsel of Record to whom it is reasonably
20 necessary to disclose the information for this litigation;

21 (b) Experts of the Receiving Party (1) to whom disclosure is
22 reasonably necessary for this litigation, (2) who have signed the “Acknowledgment
23 and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set
24 forth in paragraph 7.4, below, have been followed;

25 (c) any neutral retained by the Parties in connection with alternative
26 dispute resolution proceedings related to this litigation;

27 (d) any court or other shorthand reports or typist recording or
28 transcribing testimony and its personnel;

1 (e) jury consultants, mock jurors, focus group members and the like
2 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
3 A);

4 (f) Professional Vendors to whom disclosure is reasonably
5 necessary for this litigation;

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

8 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
9 CONFIDENTIAL–ATTORNEYS’ EYES ONLY” information under this
10 provision.

11 (a) Unless otherwise ordered by the Court or agreed to in writing by
12 the Designating Party, a Party that seeks to disclose to an Expert (as defined in this
13 Order) any information or item that has been designated of “HIGHLY
14 CONFIDENTIAL–ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b)
15 first must make a written request to the Designating Party that (1) identifies the
16 general categories of “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY”
17 information that the Receiving Party seeks permission to disclose to the Expert, (2)
18 sets forth the full name of the Expert and the city and state of his or her primary
19 residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the
20 Expert’s current employer(s), (5) identifies each person or entity from whom the
21 Expert has received compensation or funding for work in his or her areas of
22 expertise or to whom the expert has provided professional services, including in
23 connection with a litigation, at any time during the preceding three (3) years, and
24 (6) identifies (by name and number of the case, filing date, and location of court)
25 any litigation in connection with which the Expert has offered expert testimony,
26 including through a declaration, report, or testimony at a deposition or trial, during
27 the preceding three (3) years. Such written request shall be accompanied by an
28 executed “Acknowledgment and Agreement to Be Bound” (Exhibit A). Counsel

1 shall provide the counsel for the opposing Party with a copy of other executed
2 “Acknowledgment[s] and Agreement[s] to Be Bound” (Exhibit A) by persons
3 authorized under paragraph 7.2(b) within seven (7) days after the acknowledgement
4 and agreement to be bound has been executed.

5 (b) A Party that makes a request and provides the information
6 specified in the preceding respective paragraphs may disclose the subject Protected
7 Material to the identified Expert unless, within fourteen (14) days of delivering the
8 request, the Party receives a written objection from the Designating Party. Any
9 such objection must set forth in detail the grounds on which it is based.

10 (c) A Party that receives a timely written objection must meet and
11 confer with the Designating Party (through direct voice to voice dialogue) to try to
12 resolve the matter by agreement within ten (10) days of the written objection. The
13 Parties shall meet and confer pursuant to Local Rule 37-1. If the Parties cannot
14 resolve the objection without court intervention, the Parties shall comply with
15 Local Rule 37-2 and draft a joint stipulation pursuant to Local Rule 37-2. Any
16 such motion filed must describe the circumstances with specificity, set forth in
17 detail the reasons why the disclosure to the Expert is reasonably necessary, assess
18 the risk of harm that the disclosure would entail, and suggest any additional means
19 that could be used to reduce that risk. In addition, any such motion must be
20 accompanied by a competent declaration describing the Parties’ efforts to resolve
21 the matter by agreement (*i.e.*, the extent and the content of the meet and confer
22 discussions) and setting forth the reasons advanced by the Designating Party for its
23 refusal to approve the disclosure. In any such proceeding, the Party opposing
24 disclosure to the Expert shall bear the burden of proving that the risk of harm that
25 the disclosure would entail (under the safeguards proposed) outweighs the
26 Receiving Party’s need to disclose the Protected Material to its Expert.

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28

1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED IN OTHER LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this action as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES
6 ONLY” that Party must:

7 8.1 promptly notify in writing the Designating Party. Such notification
8 shall include a copy of the subpoena or Court order;

9 8.2 promptly notify in writing the party who caused the subpoena or order
10 to issue in the other litigation that some or all of the material covered by the
11 subpoena or order is subject to this Protective Order. Such notification shall include
12 a copy of this Protective Order; and

13 8.3 cooperate with respect to all reasonable procedures sought to be
14 pursued by the Designating Party whose Protected Material may be affected.

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

24 **9. NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
25 **PRODUCED IN THIS LITIGATION**

26 9.1 The terms of this Order are applicable to information produced by a
27 Non-Party in this action and designated as “CONFIDENTIAL,” or “HIGHLY
28 CONFIDENTIAL–ATTORNEYS’ EYES ONLY”. Such information produced by

1 Non-Parties in connection with this litigation is protected by the remedies and relief
2 provided by this Order. Nothing in these provisions should be construed as
3 prohibiting a Non-Party from seeking additional protections.

4 9.2 In the event that a Party is required, by a valid discovery request, to
5 produce a Non- Party's confidential information in its possession and the Party is
6 subject to an agreement with the Non-Party not to produce the Non-Party's
7 confidential information, then the Party shall:

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

11 (b) promptly provide the Non-Party with a copy of the Stipulated
12 Protective Order in this litigation, the relevant discovery request(s), and a
13 reasonably specific description of the information requested; and

14 (c) make the information requested available for inspection by the
15 Non-Party.

16 9.3 If the Non-Party fails to object or seek a protective order from this
17 court within fourteen (14) days of receiving the notice and accompanying
18 information, the Receiving Party may produce the Non-Party's confidential
19 information responsive to the discovery request. If the Non-Party timely seeks a
20 protective order, the Receiving Party shall not produce any information in its
21 possession or control that is subject to the confidentiality agreement with the Non-
22 Party before a determination by the court. Absent a court order to the contrary, the
23 Non-Party shall bear the burden and expense of seeking protection in this court of
24 its Protected Material.

25 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

26 If a Receiving Party learns that, by inadvertence or otherwise, it has
27 disclosed Protected Material to any person or in any circumstance not authorized
28 under this Stipulated Protective Order, the Receiving Party must immediately (a)

1 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
2 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
3 the person or persons to whom unauthorized disclosures were made of all the terms
4 of this Order, and (d) request such person or persons to execute the
5 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
6 A.

7 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 8 **PROTECTED MATERIAL**

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

21 **12. MISCELLANEOUS**

22 12.1 Right to Further Relief.

23 Nothing in this Order abridges the right of any person to seek its
24 modification by the court in the future.

25 12.2 Right to Assert Other Objections.

26 By stipulating to the entry of this Protective Order no Party waives any right
27 it otherwise would have to object to disclosing or producing any information or
28 item on any ground not addressed in this Stipulated Protective Order. Similarly, no

1 Party waives any right to object on any ground to use in evidence of any of the
2 material covered by this Protective Order.

3 12.3 Filing Protected Material.

4 Without written permission from the Designating Party or a court order
5 secured after appropriate notice to all interested persons, a Party may not file in the
6 public record in this action any Protected Material. A Party that seeks to file under
7 seal any Protected Material must comply with Civil Local Rule 79-5.

8 12.4 Nothing in this Protective Order shall bar or otherwise restrict counsel
9 from rendering advice to his or her client with respect to this action and, in the
10 course thereof, relying in a general way upon his or her examination of Protected
11 Material produced or exchanged in this action; provided, however, that in rendering
12 such advice and in otherwise communicating with his or her client, the attorney
13 shall not disclose the contents of Protected Information produced by any other
14 party or non-party.

15 **13. FINAL DISPOSITION**

16 Within sixty (60) days after the final disposition of this action, as defined in
17 Section 4, each Receiving Party must return all Protected Material to the Producing
18 Party or destroy such material. As used in this subdivision, "all Protected Material"
19 includes all copies, abstracts, compilations, summaries, and any other format
20 reproducing or capturing any of the Protected Material. Whether the Protected
21 Material is returned or destroyed, the Receiving Party must submit a written
22 certification to the Producing Party (and, if not the same person or entity, to the
23 Designating Party) by the 60-day deadline that (1) identifies (by category, where
24 appropriate) all the Protected Material that was returned or destroyed and (2)
25 affirms that the Receiving Party has not retained any copies, abstracts,
26 compilations, summaries or any other format reproducing or capturing any of the
27 Protected Material. Notwithstanding this provision, Counsel are entitled to retain
28 an archival copy of all pleadings, motion papers, trial, deposition, and hearing

1 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
2 reports, attorney work product, and consultant and expert work product, even if
3 such materials contain Protected Material. Any such archival copies that contain or
4 constitute Protected Material remain subject to this Protective Order as set forth in
5 Section 4.

6 **SO ORDERED.**

7
8 Dated: November 21, 2012



Hon. Jean P. Rosenbluth
United States Magistrate Judge

9
10 Respectfully submitted,

11
12 Date: November 20, 2012

Date: November 20, 2012

13 By: /s/Victor M. Felix

14 By: /s/Marko R. Zoretic

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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address],
declare under penalty of perjury that I have read in its entirety and understand the
Stipulated Protective Order attached hereto that was issued by the United States
District Court for the Central District of California in the case of *Interpols Network
Incorporated v. Aura Interactive, Inc., No. 8:12-832-JVS (JPRx)*. I agree to
comply with and to be bound by all the terms of this Stipulated Protective Order
and I understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I will
not disclose in any manner any information or item that is subject to this Stipulated
Protective Order to any person or entity except in strict compliance with the
provisions of this Order. I further agree to submit to the jurisdiction of the United
States District Court for the Central District of California, Southern Division for the
purpose of enforcing the terms of this Stipulated Protective Order, even if such
enforcement proceedings occur after termination of this action.

Date: _____
City and State where sworn and signed: _____
Printed name: _____
Signature: _____