

1 WAYNE BARSKY (SBN 116732)
 2 wbarsky@gibsondunn.com
 3 KATIE TOWNSEND (SBN 254321)
 4 ktownsend@gibsondunn.com
 5 GIBSON, DUNN & CRUTCHER LLP
 6 2029 Century Park East
 7 Los Angeles, CA 90067-3026
 8 Telephone: (310) 552-8500
 9 Facsimile: (310) 551-8741

10 Attorneys for Defendant
 11 LiveJournal, Inc.

12 UNITED STATES DISTRICT COURT
 13 CENTRAL DISTRICT OF CALIFORNIA
 14 SOUTHERN DIVISION

15 MAVRIX PHOTOGRAPHS LLC,

16 Plaintiff,

17 v.

18 LIVEJOURNAL, INC.; and DOES 1
 19 through 10, inclusive,

20 Defendants.

CASE NO. SACV13-00517-CJC (JPR)

**STIPULATED
 CONFIDENTIALITY ORDER**

Judge: Hon. Cormac J. Carney
 Magistrate Judge: Hon. Jean P.
 Rosenbluth

1 **STIPULATED CONFIDENTIALITY ORDER**

2 **A. Purposes and Limitations**

3 Defendant LiveJournal, Inc. (“Defendant”) and Plaintiff Mavrix Photographs
4 LLC (“Plaintiff”) (hereinafter, collectively, the “Parties”) believe that disclosure and
5 discovery activity in this Action are likely to involve production of confidential,
6 proprietary, trade secret, and/or private information for which special protection
7 from public disclosure and from use for any purpose other than litigating this action
8 is warranted.

9 Accordingly, the Parties stipulate to and petition the Court to enter the
10 following Stipulated Confidentiality Order.

11 **B. Definitions**

12 1. Party: any party to this action, including all of its officers, directors,
13 employees.

14 2. Disclosure or Discovery Material: all items or information, regardless
15 of the medium or manner generated, stored or maintained (including, among other
16 things, initial disclosures, responses to discovery requests, all deposition testimony
17 and exhibits, transcripts, tangible things, or information derived directly therefrom),
18 that are produced or generated in disclosures or responses to discovery, or pursuant
19 to any stipulation or agreement between or among the Parties, in this matter.

20 3. CONFIDENTIAL Information or Items: information (regardless of
21 how generated, stored or maintained) or tangible things that the Designating Party
22 reasonably believes is entitled to confidential treatment under Fed. R. Civ. P. 26(c).

23 4. HIGHLY CONFIDENTIAL Information or Items: highly sensitive
24 “CONFIDENTIAL Information or Items” the disclosure of which the Designating
25 Party reasonably believes would create a significant risk of serious harm to the
26 competitive position of the Designating Party that could not be avoided by less
27 restrictive means. Such items may include: (i) marketing, financial, sales, research
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1 and development, or technical data or information; (ii) commercially sensitive
2 competitive information, including, without limitation, information obtained from a
3 nonparty pursuant to a current Nondisclosure Agreement; (iii) information relating to
4 future business/strategic plans, sales and financial projections, product development
5 and design, and future sales and financial projections; (iv) trade secret, or other
6 confidential research and development information; and (v) commercial agreements,
7 settlement agreements, or settlement communications, the disclosure of which is
8 likely to cause harm to the competitive position of the producing party.

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

11 6. Producing Party: a Party or non-party, including but not limited to a
12 third-party subpoena recipient, that produces Disclosure or Discovery Material in
13 this matter.

14 7. Designating Party: a Party or non-party, including but not limited to a
15 third-party subpoena recipient, that designates information or items that it produces
16 in disclosures or in responses to discovery as CONFIDENTIAL or HIGHLY
17 CONFIDENTIAL.

18 8. Protected Material: any Disclosure or Discovery Material that is
19 designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL.

20 9. Outside Counsel: attorneys who are not employees of a Party but who
21 are retained to represent or advise a Party in this action.

22 10. In-House Counsel: attorneys who are employees of a Party.

23 11. Counsel (without qualifier): Outside Counsel and In-House Counsel (as
24 well as their support staffs).

25 12. Expert: a person with specialized knowledge or experience in a matter
26 pertinent to this action who has been retained by a Party or its Counsel to serve as an
27 expert witness or as an investigator or consultant in this action. This definition
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1 includes a professional jury or trial consultant retained in connection with this action,
2 and all persons within the Expert's organization.

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

7 **C. Scope**

8 The protections conferred by this Stipulation and Order cover not only
9 Protected Material (as defined above), but also any information copied or extracted
10 therefrom, as well as all copies, abstracts, excerpts, summaries, reproductions, or
11 compilations thereof, plus testimony or conversations or presentations by the Parties
12 or Counsel in settings that reveal Protected Material (collectively, "Secondary
13 Materials"). The protections conferred by this Stipulation and Order do not,
14 however, cover disclosure or use of Protected Material at trial in this action. The
15 Parties agree to meet and confer in good faith regarding the potential proposed
16 protection, if any, to be afforded to Protected Material at trial, at least sixty (60)
17 calendar days prior to trial. If the Parties are able to reach agreement they shall
18 submit such proposed procedures to the Court for its approval or modification. If the
19 Parties are unable to reach agreement in whole or in part regarding the protection, if
20 any, to be afforded to Protected Material at trial, the party seeking protection shall
21 file a Motion with the Court and set it for hearing at least twenty-one (21) calendar
22 days before trial.

23 **D. Duration**

24 This Order shall remain in force and effect until modified, superseded, or
25 terminated by order of the Court.

26 Even after the termination of this litigation, the confidentiality obligations
27 imposed by this Order shall remain in effect until a Designating Party agrees in
28 writing or this Court orders otherwise.

1 For the purpose of enforcement of the provisions of this Order, this Court shall
2 retain jurisdiction over the Parties and all persons who agree to be bound by this
3 Order following the conclusion of this action.

4 **E. Designating Protected Material**

5 1. Documents That May Be Designated CONFIDENTIAL or HIGHLY
6 CONFIDENTIAL. Any party may designate documents as CONFIDENTIAL or
7 HIGHLY CONFIDENTIAL upon making a good faith determination that the
8 documents contain information protected from disclosure by statute or that should be
9 protected from disclosure as confidential personal information, medical or
10 psychiatric information, trade secrets, personnel records, financial or competitive
11 information, or such other sensitive commercial information that is not publicly
12 available.

13 2. Form and Timing of Designations. Except as otherwise provided in this
14 Order, or as otherwise stipulated or ordered, material that qualifies for protection
15 under this Order must be clearly so designated before the material is disclosed or
16 produced. Designation of Protected Material in conformity with this Order requires:

17 (a) For information in documentary form (apart from transcripts of
18 depositions), that the Designating Party affix the legend CONFIDENTIAL or
19 HIGHLY CONFIDENTIAL on the face of each page that contains Protected
20 Material. If only a portion or portions of the material on a page qualifies for
21 protection, the Designating Party also must clearly identify the protected portion(s)
22 (e.g., by making appropriate markings in the margins). If all material on a given
23 page is protected, the Designating Party does not need to make any additional
24 markings other than the legend CONFIDENTIAL or HIGHLY CONFIDENTIAL.

25 (b) In the case of interrogatory answers and responses to requests for
26 admissions, if appropriate, designation of CONFIDENTIAL or HIGHLY
27 CONFIDENTIAL information shall be made by means of a statement in the answers
28 or responses specifying that the answers or responses, or specific parts thereof, are

1 CONFIDENTIAL or HIGHLY CONFIDENTIAL. The following legend shall be
2 placed on each page of interrogatory answers or responses to requests for admission
3 where appropriate: “CONTAINS CONFIDENTIAL INFORMATION” or
4 “CONTAINS HIGHLY CONFIDENTIAL INFORMATION.”

5 (c) A Party or non-party that makes original documents or materials
6 available for inspection need not designate them for protection until after the
7 inspecting Party has indicated which material it would like copied and produced.
8 During the inspection and before the designation, all of the material made available
9 for inspection shall be deemed Protected Material, as if marked CONFIDENTIAL or
10 HIGHLY CONFIDENTIAL. After the inspecting Party has identified the documents
11 it wants copied and produced, the Designating Party must determine which
12 documents, or portions thereof, qualify for protection under this Order; then, before
13 producing the specified documents, the Designating Party must affix the legend
14 CONFIDENTIAL or HIGHLY CONFIDENTIAL on the face of each page that
15 contains Protected Material. If only a portion or portions of the material on a page
16 qualifies for protection, the Designating Party also must clearly identify the protected
17 portion(s) (e.g., by making appropriate markings in the margins). If all material on a
18 given page is protected, the Designating Party does not need to make any additional
19 markings other than the legend CONFIDENTIAL or HIGHLY CONFIDENTIAL.

20 (d) For testimony given in a deposition, the Designating Party shall
21 either identify all portions of protected testimony on the record before the close of
22 the deposition, or provide written notice of the designation to the Parties and any
23 other affected person within fourteen (14) days after the Counsel of the Party who
24 offered or sponsored the testimony receives the deposition transcript and exhibits.

25 Transcript pages containing Protected Material must be separately bound by
26 the court reporter, who must affix on the face of each such page the legend
27 CONFIDENTIAL or HIGHLY CONFIDENTIAL, as instructed by the Designating
28 Party.

1 The Parties shall treat all deposition testimony as protected to the fullest extent
2 under this Order until the expiration of fourteen (14) days after the receipt by
3 Counsel of the deposition transcript and exhibits. The Parties may modify this
4 procedure for any particular deposition through agreement on the record at such
5 deposition, or otherwise by written stipulation, without approval of the Court.

6 (e) For information produced in some tangible form other than
7 documentary, the Designating Party shall affix the legend CONFIDENTIAL or
8 HIGHLY CONFIDENTIAL in a prominent place on the exterior of the container or
9 containers in which the information or item is stored. If only portions of the
10 information or item warrant protection, the Designating Party, to the extent
11 practicable, shall identify the protected portions.

12 To the extent that matter stored or recorded in the form of electronic or
13 magnetic media (including information, files, databases, or programs stored on any
14 digital or analog machine-readable device, computers, discs, networks or tapes)
15 (“Computerized Material”) is produced in such form, the Producing Party may
16 designate such matter CONFIDENTIAL or HIGHLY CONFIDENTIAL by cover
17 letter referring generally to such matter or by affixing to such media a label with the
18 legend “CONTAINS CONFIDENTIAL INFORMATION” or “CONTAINS
19 HIGHLY CONFIDENTIAL INFORMATION.”

20 Whenever a Party to whom Computerized Material designated as
21 “CONTAINS CONFIDENTIAL INFORMATION” or “CONTAINS HIGHLY
22 CONFIDENTIAL INFORMATION” reduces such material to hard-copy form, such
23 party shall mark such hard-copy form with the same label.

24 (f) To the extent that any Party or Counsel creates, develops, or
25 otherwise establishes on any digital or analog machine-readable device, recording
26 media, computer, disc, network, tape, file, database or program information
27 designated CONFIDENTIAL or HIGHLY CONFIDENTIAL, that Party and its
28 Counsel must take all necessary steps to ensure that access to such media is properly

1 restricted to those persons who, by the terms of this Order, may have access to
2 CONFIDENTIAL or HIGHLY CONFIDENTIAL information, and will affix to any
3 media containing such information a label with the legend “CONTAINS
4 CONFIDENTIAL INFORMATION” or “CONTAINS HIGHLY CONFIDENTIAL
5 INFORMATION.”

6 3. Withdrawing a Designation. If it comes to a Designating Party’s or a
7 non-party’s attention that information or items that it designated for protection do not
8 qualify for protection at all, or do not qualify for the level of protection initially
9 asserted, that Designating Party or non-party must promptly notify all other parties
10 that it is withdrawing the mistaken designation.

11 4. Inadvertent Failures to Designate. Whether the inadvertent failure to
12 designate information or items as CONFIDENTIAL or HIGHLY CONFIDENTIAL
13 waives the Designating Party’s right to secure protection for such material under this
14 Order or otherwise shall be determined pursuant to any applicable law. The
15 Receiving Party, on notification by the Designating Party that Designating Party
16 allegedly inadvertently did not mark material CONFIDENTIAL or HIGHLY
17 CONFIDENTIAL, must thereafter make good faith efforts to assure that the material
18 is treated in accordance with the provisions of this Order, unless and until the Court
19 orders otherwise.

20 5. Inadvertent Production of Information Subject to Privilege, Work
21 Product Protection or Other Protection. If the Producing Party asserts a claim of
22 inadvertent production of privileged material, work product protected material or
23 protected trial preparation material to the Receiving Party, the parties shall follow the
24 procedures set forth in Fed. R. Civ. P. 26(b)(5)(B). Whether the failure to designate
25 material as privileged, work product protected or protected trial preparation material
26 waives any such protection shall be governed by applicable law, including Fed. R.
27 Civ. P. 26, Fed. R. Evid. 502, and any other applicable law. Additionally, if the
28 Receiving Party believes the Producing Party has inadvertently produced material

1 that is protected by privilege, work product protection, or as trial preparation
2 material, the Receiving Party shall comply with applicable ethical obligations.

3 **F. Challenging Confidentiality Designations**

4 1. Meet and Confer. A Receiving Party that believes in good faith that a
5 Designating Party's confidentiality designation is improper must notify Outside
6 Counsel for the Designating Party in writing, identifying the challenged material and
7 stating that it does not accept the Designating Party's designation. Thereafter, within
8 ten (10) calendar days, the parties shall meet and confer in good faith in an effort to
9 resolve the issue.

10 2. Judicial Intervention. A Receiving Party that elects to press a challenge
11 to a confidentiality designation after considering the justification offered in meet and
12 confer efforts by the Designating Party must provide written notice to the
13 Designating Party that identifies the material that continues to be challenged. The
14 parties shall follow the procedures for discovery disputes outlined in Local Rule 37,
15 with the Designating Party providing the Receiving Party its portion of the Joint
16 Stipulation within twenty-one (21) days of receiving the Receiving Party's notice as
17 to what material remains challenged. The parties shall follow the rules outlined in
18 Local Rule 37. On such a motion, the Designating Party shall bear the burden of
19 demonstrating that information should be treated as confidential under the terms of
20 this order or otherwise. Until the Court rules on the challenge, all parties shall
21 continue to afford the material in question the fullest extent of protection under this
22 Order. If the Designating Party does not provide the Receiving Party its portion of
23 the Joint Stipulation within twenty-one (21) calendar days of receiving written notice
24 under this paragraph, then the challenged material shall no longer be determined to
25 be CONFIDENTIAL or HIGHLY CONFIDENTIAL.

26 **G. Access to and Use of Protected Material**

27 1. Basic Principles. A Receiving Party may use documents, information
28 and other material that is disclosed or produced in connection with this case only for

1 prosecuting, defending or attempting to settle this case, and for no other proceedings
2 or purpose. Protected Material may be disclosed only to the categories of persons
3 and under the conditions described in this Order, unless otherwise ordered by the
4 Court or approved by the Designating Party in writing. Protected Material must be
5 stored and maintained by a Receiving Party at a location and in a secure manner that
6 ensures that access is limited to the persons authorized under this Order. When the
7 litigation has been terminated, a Receiving Party must comply with the provisions of
8 Section J.2. below (“Final Disposition”).

9 2. Disclosure of CONFIDENTIAL Information or Items. Unless
10 otherwise ordered by the Court or permitted in writing by the Designating Party, a
11 Receiving Party may disclose any information or item designated CONFIDENTIAL
12 only to:

13 (a) the Receiving Party’s Outside Counsel of record in this action, as
14 well as employees of said Counsel to whom it is reasonably necessary to disclose the
15 information for this litigation;

16 (b) the Parties;

17 (c) retained Experts (as defined in this Order) of the Receiving Party
18 to whom disclosure is reasonably necessary for this litigation and who have signed
19 the “Acknowledgment and Agreement to Be Bound”;

20 (d) undisclosed consultants of the Receiving Party to whom
21 disclosure is reasonably necessary for this litigation and who have signed the
22 “Acknowledgment and Agreement to Be Bound”;

23 (e) any person who has signed the “Acknowledgment and
24 Agreement to Be Bound” and (i) was involved in the preparation of the document or
25 other medium containing the CONFIDENTIAL Information or who is shown on the
26 face of the CONFIDENTIAL information to have authored or received it (but then
27 may only be shown those specific portions of the CONFIDENTIAL information the
28 person authored) (ii) who is specifically referenced by name and substantively

1 discussed in the CONFIDENTIAL material (but then may only be shown those
2 specific portions of the CONFIDENTIAL information in which the person is
3 referenced) or (iii) is known to be a former employee of the Designating Party and
4 believed to have been involved in the activities reflected in the document during the
5 time of former employment (but then may only be shown those specific portions of
6 the CONFIDENTIAL information related to the activities in which the former
7 employee was involved);

8 (f) the Court and its personnel if reasonably necessary to support a
9 Party's filing in this litigation, and subject to any agreement the Parties may later
10 make concerning the filing of documents consistent with the Rules of Court;

11 (g) court reporters and their staffs to whom disclosure is reasonably
12 necessary for this litigation;

13 (h) Professional Vendors to whom disclosure is reasonably necessary
14 for this litigation, and who have signed the "Acknowledgment and Agreement to Be
15 Bound";

16 (i) any special masters and/or mediators utilized in this litigation,
17 and their employees and agents; and

18 (j) other persons only after (i) notice to all parties and upon order of
19 the Court, or (ii) upon consent of the Producing Party.

20 Any "Acknowledgment and Agreement to Be Bound" signed by persons
21 receiving Protected Material shall be maintained by counsel who provided the
22 Protected Material to such persons and shall not be subject to disclosure except by
23 Court order or by agreement. Counsel shall maintain the originals of the forms
24 signed by persons acknowledging their obligations under this Order for a period of
25 one (1) year after dismissal of the action, the entry of final judgment and/or the
26 conclusion of any appeals arising therefrom.

27 3. Disclosure of HIGHLY CONFIDENTIAL Information or Items. Unless
28 otherwise ordered by the Court or permitted in writing by the Designating Party, a

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

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

6 (b) the Parties;

7 (c) retained Experts (as defined in this Order) of the Receiving Party
8 to whom disclosure is reasonably necessary for this litigation and who have signed
9 the "Acknowledgment and Agreement to Be Bound";

10 (d) undisclosed consultants of the Receiving Party to whom
11 disclosure is reasonably necessary for this litigation and who have signed the
12 "Acknowledgment and Agreement to Be Bound";

13 (e) any person who has signed the "Acknowledgment and
14 Agreement to Be Bound" and is shown on the face of HIGHLY CONFIDENTIAL
15 information to have authored or received it (but then may only be shown those
16 specific portions of the HIGHLY CONFIDENTIAL information the person authored
17 or received);

18 (f) the Court and its personnel if reasonably necessary to support a
19 Party's filing in this litigation, and subject to any agreement the Parties may later
20 make concerning the filing of documents consistent with the Rules of Court;

21 (g) court reporters and their staffs to whom disclosure is reasonably
22 necessary for this litigation;

23 (h) Professional Vendors to whom disclosure is reasonably necessary
24 for this litigation, and who have signed the "Acknowledgment and Agreement to Be
25 Bound";

26 (i) any special masters and/or mediators utilized in this litigation,
27 and their employees and agents; and

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1 (j) other persons only after (i) notice to all parties and upon order of
2 the Court, or (ii) upon consent of the Producing Party.

3 (k) Any “Acknowledgment and Agreement to Be Bound” signed by
4 persons receiving Protected Material shall be maintained by counsel who provided
5 the Protected Material to such persons and shall not be subject to disclosure except
6 by Court order or by agreement. Counsel shall maintain the originals of the forms
7 signed by persons acknowledging their obligations under this Order for a period of
8 one (1) year after dismissal of the action, the entry of final judgment and/or the
9 conclusion of any appeals arising therefrom.

10 **H. Protected Material Subpoenaed or Ordered Produced in Other Litigation**

11 If a Receiving Party is served with a subpoena or an order issued in other
12 litigation that would compel disclosure of any information or items designated in this
13 action as CONFIDENTIAL or HIGHLY CONFIDENTIAL, the Receiving Party
14 must notify the Designating Party or its Counsel in writing immediately and in no
15 event more than five (5) court days after receiving the subpoena or order. Such
16 notification must include a copy of the subpoena or court order.

17 The Receiving Party also must immediately inform in writing the party who
18 caused the subpoena or order to issue in the other litigation that some or all the
19 material covered by the subpoena or order is subject to this Confidentiality Order. In
20 addition, the Receiving Party must deliver a copy of this Stipulated Confidentiality
21 Order promptly to the party in the other action that caused the subpoena or order to
22 issue.

23 The purpose of imposing these duties is to alert the interested parties to the
24 existence of this Confidentiality Order and to afford the Designating Party in this
25 case an opportunity to protect its confidentiality interests in the court from which the
26 subpoena or order was issued. Nothing in these provisions should be construed as
27 authorizing or encouraging a Receiving Party in this action to disobey a lawful
28 directive from another court.

1 **I. Non-Party Protection**

2 A non-party to this action who desires protection of any discovery obtained
3 from it in this action may obtain such protection under this Order by executing and
4 serving on each Party a copy of the “Acknowledgment and Agreement to Be
5 Bound,” and filing the executed copy with the Court.

6 **J. Unauthorized Disclosure of Protected Material**

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
8 Protected Material to any person or in any circumstance not authorized under this
9 Stipulated Confidentiality Order, the Receiving Party must immediately (a) notify in
10 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
11 to retrieve both the Protected Material and all Secondary Materials, (c) inform the
12 person or persons to whom unauthorized disclosures were made of all the terms of
13 this Order, and (d) request such person or persons execute the “Acknowledgment and
14 Agreement to Be Bound.”

15 If a Party has actual knowledge that Protected Material is being used or
16 possessed by a person not authorized to use or possess that material, regardless of
17 how the material was disclosed or obtained by such person, the party shall provide
18 immediate written notice of the unauthorized use or possession to the Designating
19 Party. The Designating Party reserves all of its rights, including but not limited to
20 the right to seek sanctions for unauthorized disclosure of Protected Material.

21 (a) Filing or Discussing Protected Material in Open Court. Without
22 written permission from the Designating Party, or a court order secured after
23 appropriate notice to all interested persons, a Party may not file (except under seal or
24 in an application to file under seal, which application shall be filed in compliance
25 with the Local Rules) or discuss in open court any Protected Material in the public
26 record of this action. A Party that seeks to file under seal any Protected Material
27 must comply with Local Civil Rule 79-5.

28 Consistent with Local Civil Rule 79-5, documents designated

1 CONFIDENTIAL or HIGHLY CONFIDENTIAL shall be labeled as such, be filed
2 under seal, and any motion discussing such documents must be either filed under
3 seal or partially under seal. The cover page of such document shall also bear the
4 legend "FILED UNDER SEAL." Only those portions of such documents and
5 materials containing or reflecting CONFIDENTIAL or HIGHLY CONFIDENTIAL
6 information shall be considered as such, and may be disclosed only in accordance
7 with this Order.

8 This provision does not relieve the filing party of serving the document on
9 other parties in accordance with ordinary procedures established by the civil and
10 local rules or Court order. Documents filed under seal may be unsealed upon a
11 properly noticed and heard motion to the Court and Court-ordered relief.

12 2. Final Disposition. Unless otherwise ordered by the Court or agreed to
13 in writing by the Producing Party, within sixty (60) days after the final termination of
14 this action, each Receiving Party must return or destroy all Protected Material to the
15 Producing Party. As used in this subdivision, "all Protected Material" includes
16 Secondary Materials. Whether the Protected Material is returned or destroyed, the
17 Receiving Party must submit a written certification to the Producing Party (and, if
18 not the same person or entity, to the Designating Party) by the sixty (60) day
19 deadline that identifies (by category, where appropriate) all the Protected Material
20 that was returned or destroyed and that affirms that the Receiving Party has not
21 retained any Secondary Materials. Notwithstanding this provision, Counsel are
22 entitled to retain an archival copy of all pleadings, motion papers, transcripts, legal
23 memoranda, correspondence or attorney work product, even if such materials contain
24 Protected Material. Any such archival copies that contain or constitute Protected
25 Material remain subject to this Confidentiality Order as set forth in Section D
26 ("Duration") above.

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1 **K. Miscellaneous**

2 1. Right to Further Relief. Nothing in this Order limits the right of any
3 person to seek its modification by the Court in the future. Moreover, nothing in this
4 Order shall prevent a Producing Party or Designating Party from obtaining a further
5 or different protective or confidentiality order that governs its production of material
6 either by stipulation or Court order. Motions to modify this Order shall be served
7 and filed in compliance with the Local Rules, the presiding judge’s standing orders,
8 or other relevant orders.

9 2. Right to Assert Other Objections. By stipulating to this Confidentiality
10 Order, no Party waives any rights it otherwise would have to object to disclosing or
11 producing any information or items on any ground not addressed in this Stipulated
12 Confidentiality Order. Similarly, no Party waives any right to object on any ground
13 relating to the admissibility of the material covered by this Confidentiality Order.

14 3. Applicable Law. The Order is subject to the Local Rules of the Central
15 District of California and the Federal Rules of Civil Procedure on matters of
16 procedure and calculation of time periods.

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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
Confidentiality Order that was issued by the United States District Court for the
Central District of California on _____ [date] in the case of
Mavrix Photographs LLC v. LiveJournal, Inc. et al., No. SACV13-00517-CJC (JPR).
I agree to comply with and to be bound by all the terms of this Stipulated
Confidentiality Order and I understand and acknowledge that failure to comply could
expose me to sanctions and punishment in the nature of contempt. I agree that I will
not disclose in any manner any information or items that are subject to this
Stipulated Confidentiality Order to any person or entity except in strict compliance
with the provisions of this Order.

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

[printed name]

Signature: _____

[signature]

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Agreed November 22, 2013:

/s/ Christopher Arledge
Peter R. Afrasiabi (SBN 193336)
pafraziabi@onellp.com
Christopher Arledge (SBN 200767)
carledge@onellp.com
John Tehranian (SBN 211616)
jtehranian@onellp.com
ONE LLP
4000 MacArthur Boulevard
West Tower, Suite 1100
Newport Beach, CA 92660
Telephone: (949) 502-2870
Facsimile: (949) 258-5081

*Attorneys for Plaintiff Mavrix
Photographs LLC*

/s/ Katie Townsend
Wayne Barsky (SBN 116732)
wbarsky@gibsondunn.com
Katie Townsend (SBN 254321)
ktownsend@gibsondunn.com
GIBSON, DUNN & CRUTCHER LLP
2029 Century Park East
Los Angeles, California 90067-3026
Telephone: (310) 552-8500
Facsimile: (310) 551-8741

*Attorneys for Defendant
LiveJournal, Inc.*

IT IS SO ORDERED.

DATED: December 03, 2013



The Honorable Jean P. Rosenbluth
United States Magistrate Judge