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1 **1. INTRODUCTION**

2 **1.1. PURPOSES AND LIMITATIONS**

3 Discovery in this action is likely to involve production of confidential,
4 proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation may
6 be warranted. Accordingly, the parties hereby stipulate to and petition the Court
7 to enter the following Stipulated Protective Order. The parties acknowledge that
8 this Order does not confer blanket protections on all disclosures or responses to
9 discovery and that the protection it affords from public disclosure and use extends
10 only to the limited information or items that are entitled to confidential treatment
11 under the applicable legal principles. The parties further acknowledge, as set forth
12 in Section 13.3, below, that this Stipulated Protective Order does not entitle them
13 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
14 procedures that must be followed and the standards that will be applied when a
15 party seeks permission from the court to file material under seal.

16 **1.2. GOOD CAUSE STATEMENT**

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

13 **2. DEFINITIONS**

14 2.1 Action: Case No. 8:17-CV-01825-JVS-DFM

15 2.2 Challenging Party: a Party or Non-Party that challenges the designation
16 of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
18 how it is generated, stored or maintained) or tangible things that qualify for
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
20 the Good Cause Statement.

21 2.4 Counsel (without qualifier): Outside Counsel of Record (as well as their
22 support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL,” “ATTORNEYS’ EYES ONLY,” or “HIGHLY
26 CONFIDENTIAL – SOURCE CODE.”

27 2.6 Disclosure or Discovery Material: all items or information, regardless
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1 of the medium or manner in which it is generated, stored, or maintained
2 (including, among other things, testimony, transcripts, and tangible things), that
3 are produced or generated in disclosures or responses to discovery in this matter.

4 2.7 Expert: a person with specialized knowledge or experience in a matter
5 pertinent to the litigation who has been retained by a Party or its counsel to serve
6 as an expert witness or as a consultant in this Action.

7 2.8 “ATTORNEYS’ EYES ONLY” Information or Items: extremely
8 sensitive “Confidential Information or Items,” disclosure of which to another
9 Party or Non-Party would create a substantial risk of serious harm that could not
10 be avoided by less restrictive means.

11 2.9 “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or
12 Items: extremely sensitive “Confidential Information or Items” representing
13 computer code and associated comments and revision histories, formulas,
14 engineering specifications, or schematics that define or otherwise describe in
15 detail the structure and/or means of manufacture for a product, disclosure of
16 which to another Party or Non-Party would create a substantial risk of serious
17 harm that could not be avoided by less restrictive means. This definition includes
18 product design engineering files, including but not limited to SolidWorks CAD
19 computer files.

20 2.10 Non-Party: any natural person, partnership, corporation, association,
21 or other legal entity not named as a Party to this action.

22 2.11 Outside Counsel of Record: attorneys who are not employees of a
23 party to this Action but are retained to represent or advise a party to this Action
24 and have appeared in this Action on behalf of that party or are affiliated with a
25 law firm which has appeared on behalf of that party, and includes support staff.

26 2.12 Party: any party to this Action, including all of its officers, directors,
27 employees, consultants, retained experts, and Outside Counsel of Record (and
28 their support staffs).

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

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

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

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

12 **3. SCOPE**

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

20 **4. DURATION**

21 Even after final disposition of this litigation, the confidentiality obligations
22 imposed by this Order shall remain in effect until a Designating Party agrees
23 otherwise in writing or a court order otherwise directs. Final disposition shall be
24 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
25 with or without prejudice; and (2) final judgment herein after the completion and
26 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
27 including the time limits for filing any motions or applications for extension of
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1 time pursuant to applicable law.

2 **5. DESIGNATING PROTECTED MATERIAL**

3 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

20 5.2 Manner and Timing of Designations. Except as otherwise provided in
21 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
22 stipulated or ordered, Disclosure or Discovery Material that qualifies for
23 protection under this Order must be clearly so designated before the material is
24 disclosed or produced. Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic
26 documents, but excluding transcripts of depositions or other pretrial or trial
27 proceedings), that the Producing Party affix the legend "CONFIDENTIAL,"
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1 “ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE
2 CODE” to each page that contains protected material. If only a portion or portions
3 of the material on a page qualifies for protection, the Producing Party also must
4 clearly identify the protected portion(s) (e.g., by making appropriate markings in
5 the margins) and must specify, for each portion, the level of protection being
6 asserted.

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

21 (b) for testimony given in deposition or in other pretrial or trial
22 proceedings, that the Designating Party identify on the record, before the close of
23 the deposition, hearing, or other proceeding, all protected testimony and specify
24 the level of protection being asserted. When it is impractical to identify separately
25 each portion of testimony that is entitled to protection and it appears that
26 substantial portions of the testimony may qualify for protection, the Designating
27 Party may invoke on the record (before the deposition, hearing, or other
28 proceeding is concluded) a right to have up to 21 days to identify the specific

1 portions of the testimony as to which protection is sought and to specify the level
2 of protection being asserted. Only those portions of the testimony that are
3 appropriately designated for protection within the 21 days shall be covered by the
4 provisions of this Protective Order. Alternatively, a Designating Party may
5 specify, at the deposition or up to 21 days afterwards if that period is properly
6 invoked, that the entire transcript shall be treated as “CONFIDENTIAL” or
7 “ATTORNEYS’ EYES ONLY.”

8 Parties shall give the other parties notice if they reasonably expect a
9 deposition, hearing, or other proceeding to include Protected Material so that the
10 other parties can ensure that only authorized individuals who have signed the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
12 proceedings. The use of a document as an exhibit at a deposition shall not in any
13 way affect its designation as “CONFIDENTIAL” or “ATTORNEYS’ EYES
14 ONLY.”

15 Transcripts containing Protected Material shall have an obvious legend on
16 the title page that the transcript contains Protected Material, and the title page
17 shall be followed by a list of all pages (including line numbers as appropriate)
18 that have been designated as Protected Material and the level of protection being
19 asserted by the Designating Party. The Designating Party shall inform the court
20 reporter of these requirements. Any transcript that is prepared before the
21 expiration of a 21-day period for designation shall be treated during that period
22 as if it had been designated “ATTORNEYS’ EYES ONLY” in its entirety unless
23 otherwise agreed. After the expiration of that period, the transcript shall be treated
24 only as actually designated.

25 (c) for information produced in some form other than documentary and for
26 any other tangible items, that the Producing Party affix in a prominent place on
27 the exterior of the container or containers in which the information or item is
28 stored the legend “CONFIDENTIAL,” “ATTORNEYS’ EYES ONLY,” or

1 “HIGHLY CONFIDENTIAL – SOURCE CODE.” If only a portion or portions
2 of the information or item warrant protection, the Producing Party, to the extent
3 practicable, shall identify the protected portion(s) and specify the level of
4 protection being asserted.

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
6 failure to designate qualified information or items does not, standing alone, waive
7 the Designating Party’s right to secure protection under this Order for such
8 material. Upon timely correction of a designation, the Receiving Party must make
9 reasonable efforts to assure that the material is treated in accordance with the
10 provisions of this Order.

11 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

12 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
13 designation of confidentiality at any time that is consistent with the Court’s
14 Scheduling Order.

15 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
16 resolution process (and, if necessary, file a discovery motion) under Local Rule
17 37.1 et seq.

18 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
19 court intervention, the Challenging Party shall file and serve its Notice and the
20 Parties’ joint Stipulation under L.R. 37-2.1 challenging the designation (and in
21 compliance with Civil Local Rule 79-5, if applicable).

22 The burden of persuasion in any such challenge proceeding shall be on the
23 Designating Party. Frivolous challenges, and those made for an improper purpose
24 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
25 expose the Challenging Party to sanctions. Unless the Designating Party has
26 waived or withdrawn the confidentiality designation, all parties shall continue to
27 afford the material in question the level of protection to which it is entitled under
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1 the Producing Party’s designation until the Court rules on the challenge.

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

3 7.1 Basic Principles. A Receiving Party may use Protected Material that is
4 disclosed or produced by another Party or by a Non-Party in connection with this
5 case only for prosecuting, defending, or attempting to settle this litigation. Such
6 Protected Material may be disclosed only to the categories of persons and under
7 the conditions described in this Order. When the litigation has been terminated, a
8 Receiving Party must comply with the provisions of section 14 below (FINAL
9 DISPOSITION).

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

13 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
14 otherwise ordered by the court or permitted in writing by the Designating Party,
15 a Receiving Party may disclose any information or item designated
16 “CONFIDENTIAL” only to:

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

20 (b) the officers, directors, and employees (including House Counsel) of the
21 Receiving Party to whom disclosure is reasonably necessary for this litigation;

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

25 (d) the court and its personnel, mediators, court reporters and their staff;

26 (e) professional jury or trial consultants, mock jurors, and Professional
27 Vendors to whom disclosure is reasonably necessary for this litigation and who
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1 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (f) during their depositions, witnesses in the action to whom disclosure is
3 reasonably necessary and who have signed the “Acknowledgment and Agreement
4 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
5 ordered by the court. Pages of transcribed deposition testimony or exhibits to
6 depositions that reveal Protected Material must be separately bound by the court
7 reporter and may not be disclosed to anyone except as permitted under this
8 Protective Order.

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

11 (h) other persons with written permission of the Designating Party and who
12 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

13 7.3 Disclosure of “ATTORNEYS’ EYES ONLY” and “HIGHLY
14 CONFIDENTIAL – SOURCE CODE” Information or Items. Unless otherwise
15 ordered by the court or permitted in writing by the Designating Party, a Receiving
16 Party may disclose any information or item designated “ATTORNEYS’ EYES
17 ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” only to:

18 (a) the Receiving Party’s Outside Counsel of Record in this action, and the
19 partners, associates, secretaries, paralegal assistants, and employees of such
20 counsel to the extent reasonably necessary to render professional services in the
21 action, outside copying services, document management services and graphic
22 services;

23 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably
24 necessary for this litigation, (2) who have signed the “Acknowledgment and
25 Agreement to Be Bound” (Exhibit A);

26 (c) the court and its personnel;

27 (d) mediators, court reporters and their staff, professional jury or trial
28 consultants, mock jurors, and Professional Vendors to whom disclosure is

1 reasonably necessary for this litigation; and

2 (e) the author or recipient of a document containing the information or a
3 custodian or other person who otherwise possessed or knew the information.

4 (f) other persons with written permission of the Designating Party and who
5 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

6 **8. SOURCE CODE**

7 (a) To the extent production of source code becomes necessary in this
8 case, a Producing Party may designate source code as “HIGHLY
9 CONFIDENTIAL – SOURCE CODE” if it comprises or includes confidential,
10 proprietary or trade secret source code. Source code includes, but is not limited
11 to CAD, Solidworks, and other types of design and modeling files.

12 (b) Protected Material designated as “HIGHLY CONFIDENTIAL –
13 SOURCE CODE” shall be subject to all of the protections afforded to
14 “ATTORNEYS’ EYES ONLY” information and may be disclosed only to the
15 individuals to whom “ATTORNEYS’ EYES ONLY” information may be
16 disclosed, as set forth in Paragraph 7.3.

17 (c) Any source code produced in discovery shall be made available for
18 inspection, in a format allowing it to be reasonably reviewed and searched, during
19 normal business hours or at other mutually agreeable times, at an office of the
20 Producing Party’s counsel or another mutually agreed upon location. The source
21 code shall be made available for inspection on a secured computer in a secured
22 room without Internet access or network access to other computers, and the
23 Receiving Party shall not copy, remove, or otherwise transfer any portion of the
24 source code onto any recordable media or recordable device. The Producing Party
25 may visually monitor the activities of the Receiving Party’s representatives
26 during any source code review, but only to ensure that there is no unauthorized
27 recording, copying, or transmission of the source code.

1 (d) The Receiving Party may request paper copies of limited portions of
2 source code that are reasonably necessary for the preparation of court filings,
3 pleadings, expert reports, or other papers, or for deposition or trial, but shall not
4 request paper copies for the purpose of reviewing the source code other than
5 electronically as set forth in paragraph (c) in the first instance. The Producing
6 Party shall provide all such source code in paper form, including bates numbers
7 and the label “HIGHLY CONFIDENTIAL – SOURCE CODE.” The Producing
8 Party may challenge the amount of source code requested in hard copy form
9 pursuant to the dispute resolution procedure and timeframes set forth in Paragraph
10 6 whereby the Producing Party is the “Challenging Party” and the Receiving Party
11 is the “Designating Party” for purposes of dispute resolution.

12 (e) The Receiving Party shall maintain a record of any individual who has
13 inspected any portion of the source code in electronic or paper form. The
14 Receiving Party shall maintain all paper copies of any printed portions of the
15 source code in a secured, locked area. The Receiving Party shall not create any
16 electronic or other images of the paper copies and shall not convert any of the
17 information contained in the paper copies into any electronic format. The
18 Receiving Party shall only make additional paper copies if such additional copies
19 are (1) necessary to prepare court filings, pleadings, or other papers (including a
20 testifying expert’s expert report), (2) necessary for deposition, or (3) otherwise
21 necessary for the preparation of its case. Any paper copies used during a
22 deposition shall be retrieved by the Producing Party at the end of each day and
23 must not be given to or left with a court reporter or any other unauthorized
24 individual.

25 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
26 **PRODUCED IN OTHER LITIGATION**

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

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

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

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

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

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

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

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

- 7 1. promptly notify in writing the Requesting Party and the Non-Party
8 that some or all of the information requested is subject to a
9 confidentiality agreement with a Non-Party;
- 10 2. promptly provide the Non-Party with a copy of the Protective Order
11 in this litigation, the relevant discovery request(s), and a reasonably
12 specific description of the information requested; and
- 13 3. make the information requested available for inspection by the Non-
14 Party.

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

24 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If a Receiving Party learns that, by inadvertence or otherwise, it has
26 disclosed Protected Material to any person or in any circumstance not authorized
27 under this Stipulated Protective Order, the Receiving Party must immediately (a)
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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)
3 inform the person or persons to whom unauthorized disclosures were made of all
4 the terms 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 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR**
8 **OTHERWISE 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
17 work product protection, the parties may incorporate their agreement in the
18 stipulated protective order submitted to the court.

19 **13. MISCELLANEOUS**

20 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
21 person to seek its modification by the Court in the future.

22 13.2 Right to Assert Other Objections. By stipulating to the entry of this
23 Protective Order no Party waives any right it otherwise would have to object to
24 disclosing or producing any information or item on any ground not addressed in
25 this Stipulated Protective Order. Similarly, no Party waives any right to object on
26 any ground to use in evidence of any of the material covered by this Protective
27 Order.
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1 13.3 Filing Protected Material. A Party that seeks to file under seal any
2 Protected Material must comply with Civil Local Rule 79-5. Protected Material
3 may only be filed under seal pursuant to a court order authorizing the sealing of
4 the specific Protected Material at issue. If a Party's request to file Protected
5 Material under seal is denied by the court, then the Receiving Party may file the
6 information in the public record unless otherwise instructed by the court.

7 **14. FINAL DISPOSITION**

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

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1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:**

2 Respectfully submitted,
3 KNOBBE, MARTENS, OLSON & BEAR, LLP
4

5 Dated: February 13, 2018 By: /s/ Michelle E. Armond
6 Michelle E. Armond
7 Justin J. Gillett

8 MARSHALL GERSTEIN & BORUN LLP
9 Benjamin T. Horton
10 David N. Patariu

11 Attorneys for Plaintiff
12 POPSOCKETS LLC

13 AHMADSHAHI LAW OFFICES

14 Dated: February 13, 2018 By: /s/ Michael M. Ahmadshahi (with permission)
15 Michael M. Ahmadshahi

16 Attorney for Defendants
17 GIFTEKTM, LLC AND ZOE OZVEREN

18 **IT IS SO ORDERED.**

19 Dated: February 15, 2018 
20 Honorable Douglas F. McCormick
21 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name],
of _____ [full
address], declare under penalty of perjury that I have read in its entirety and
understand the Stipulated Protective Order that was issued by the United States
District Court for the Central District of California on
_____ [date] in the case of *PopSockets LLC v. GifttekTM LLC*
et al., Case No.: 8:17-CV-01825-JVS-DFM. 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 for the purpose of enforcing the terms
of this Stipulated Protective Order, even if such enforcement proceedings occur
after termination of this action.

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

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____