



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

KRONENBERGER ROSENFELD, LLP
Karl S. Kronenberger (CA Bar No. 226112)
Tomasz R. Barczyk (CA Bar No. 312620)
150 Post Street, Suite 520
San Francisco, CA 94108
Telephone: (415) 955-1155
Facsimile: (415) 955-1158
karl@KRInternetLaw.com
tomasz@KRInternetLaw.com

Attorneys for Defendant and Counterclaimant Cartagz, Inc.
aka Cartagz.com

WALTERS LAW GROUP
Christopher L. Walters, Esq. (CA Bar No. 205510)
1901 First Avenue, Second Floor
San Diego, CA 92101
Telephone: (619) 888-5759
clw@walters-law-group.com

Attorneys for Plaintiff and Counter-Defendant
Online Guru Inc.

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

ONLINE GURU INC.,

Plaintiff,

v.

CARTAGZ, INC. aka CARTAGZ.COM; and
DOES 1-10, inclusive,

Defendants.

Case No. 2:17-cv-01121-TLN-GGH

**STIPULATED PROTECTIVE ORDER
AND ORDER**

CARTAGZ, INC. aka CARTAGZ.COM,

Counterclaimant,

v.

ONLINE GURU INC.,

Counter-Defendant



1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may be
5 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the
6 following Stipulated Protective Order. The parties acknowledge that this Order does not
7 confer blanket protections on all disclosures or responses to discovery and that the
8 protection it affords from public disclosure and use extends only to the limited information
9 or items that are entitled to confidential treatment under the applicable legal principles.
10 The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
11 Protective Order does not entitle them to file confidential information under seal; Civil
12 Local Rule 141 sets forth the procedures that must be followed and the standards that
13 will be applied when a party seeks permission from the court to file material under seal.

14 **2. DEFINITIONS**

15 2.1 "ATTORNEYS EYES ONLY": documents and information that constitute
16 confidential and proprietary business information, including but not limited to sensitive
17 nonpublic information such as customer names, addresses and contact information;
18 information concerning the business's operations, including current and future business
19 plans, strategies regarding potential future operations, and reports/results on business
20 activity that is not publicly available; customer account information and customer
21 preferences, including but not limited to documents concerning financial transactions with
22 customers, accounting, billings, payments, invoicing, and data relating to the business
23 conducted with customers; documents relating to payments between a party and its
24 customer/business partner; all Advertising Data from Online Guru regarding Cartagz and
25 CA Reg; all billing records regarding CA Reg; pricing information or such other
26 information or documents not known to the general public, including but not limited to
27 business contracts/agreements with customers, vendors, business partners, or others;
28 any other documents the disclosure of which information to the Receiving Party could



1 cause serious injury or damage to the Designating Party.

2 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
3 information or items under this Order.

4 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is
5 generated, stored or maintained) or tangible things that qualify for protection under
6 Federal Rule of Civil Procedure 26(c).

7 2.4 Counsel (without qualifier): Outside Counsel of Record and House Counsel
8 (as well as their support staff).

9 2.5 Designating Party: a Party or Non-Party that designates information or
10 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
11 “ATTORNEYS’ EYES ONLY.”

12 2.6 Disclosure or Discovery Material: all items or information, regardless of the
13 medium or manner in which it is generated, stored, or maintained (including, among other
14 things, testimony, transcripts, and tangible things), that are produced or generated in
15 disclosures or responses to discovery in this matter.

16 2.7 Expert: a person with specialized knowledge or experience in a matter
17 pertinent to the litigation who has been retained by a Party’s counsel to serve as an
18 expert witness or as a consultant in this action who is not employed or retained by Party
19 for any other reason.

20 2.8 House Counsel: attorneys who are employees of a party to this action.
21 House Counsel does not include Outside Counsel of Record or any other outside
22 counsel.

23 2.9 Non-Party: any natural person, partnership, corporation, association, or
24 other legal entity not named as a Party to this action.

25 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
26 this action but are retained to represent or advise a party to this action and have
27 appeared in this action on behalf of that party or are affiliated with a law firm which has
28 appeared on behalf of that party.



1 2.11 Party: any party to this action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their
3 support staffs).

4 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
5 Discovery Material in this action.

6 2.13 Professional Vendors: persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
9 their employees and subcontractors.

10 2.14 Protected Material: any Disclosure or Discovery Material that is designated
11 as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

12 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
13 from a Producing Party.

14 **3. SCOPE**

15 The protections conferred by this Stipulation and Order cover not only Protected
16 Material (as defined above), but also (1) any information copied or extracted from
17 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
18 Material; and (3) any testimony, conversations, or presentations by Parties or their
19 Counsel that might reveal Protected Material. However, the protections conferred by this
20 Stipulation and Order do not cover the following information: (a) any information that is in
21 the public domain at the time of disclosure to a Receiving Party or becomes part of the
22 public domain after its disclosure to a Receiving Party as a result of publication not
23 involving a violation of this Order, including becoming part of the public record through
24 trial or otherwise; and (b) any information known to the Receiving Party prior to the
25 disclosure or obtained by the Receiving Party after the disclosure from a source who
26 obtained the information lawfully and under no obligation of confidentiality to the
27 Designating Party. Any use of Protected Material at trial shall be governed by a separate
28 agreement or order.



1 **4. DURATION**

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

9 **5. DESIGNATING PROTECTED MATERIAL**

10 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
11 Party or Non-Party that designates information or items for protection under this Order
12 must take care to limit any such designation to specific material that qualifies under the
13 appropriate standards. The Designating Party must designate for protection only those
14 parts of material, documents, items, or oral or written communications that qualify – so
15 that other portions of the material, documents, items, or communications for which
16 protection is not warranted are not swept unjustifiably within the ambit of this Order.

17 Mass, indiscriminate, or routinized designations are prohibited. Designations that
18 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
19 to unnecessarily encumber or retard the case development process or to impose
20 unnecessary expenses and burdens on other parties) expose the Designating Party to
21 sanctions.

22 If it comes to a Designating Party's attention that information or items that it
23 designated for protection do not qualify for protection, that Designating Party must
24 promptly notify all other Parties that it is withdrawing the mistaken designation.

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

1 Designation in conformity with this Order requires:

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

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

20 (b) for testimony given in deposition or in other pretrial or trial proceedings,
21 that the Designating Party identify on the record, before the close of the deposition,
22 hearing, or other proceeding, all protected testimony.

23 (c) for information produced in some form other than documentary and for any
24 other tangible items, that the Producing Party affix in a prominent place on the exterior of
25 the container or containers in which the information or item is stored the legend
26 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” If only a portion or portions of the
27 information or item warrant protection, the Producing Party, to the extent practicable,
28 shall identify the protected portion(s).





1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
2 to designate qualified information or items does not, standing alone, waive the
3 Designating Party's right to secure protection under this Order for such material. Upon
4 timely correction of a designation, the Receiving Party must make reasonable efforts to
5 assure that the material is treated in accordance with the provisions of this Order.

6 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
8 of confidentiality at any time. Unless a prompt challenge to a Designating Party's
9 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
10 unnecessary economic burdens, or a significant disruption or delay of the litigation, a
11 Party does not waive its right to challenge a confidentiality designation by electing not to
12 mount a challenge promptly after the original designation is disclosed.

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

28



1 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
2 intervention, the Designating Party shall file and serve a motion to retain confidentiality
3 under the applicable local rule (and in compliance with Civil Local Rule 141, if applicable)
4 within 21 days of the initial notice of challenge or within 14 days of the parties agreeing
5 that the meet and confer process will not resolve their dispute, whichever is earlier. Each
6 such motion must be accompanied by a competent declaration affirming that the movant
7 has complied with the meet and confer requirements imposed in the preceding
8 paragraph. Failure by the Designating Party to make such a motion including the
9 required declaration within 21 days (or 14 days, if applicable) shall automatically waive
10 the confidentiality designation for each challenged designation. In addition, the
11 Challenging Party may file a motion challenging a confidentiality designation at any time
12 if there is good cause for doing so, including a challenge to the designation of a
13 deposition transcript or any portions thereof. Any motion brought pursuant to this
14 provision must be accompanied by a competent declaration affirming that the movant
15 has complied with the meet and confer requirements imposed by the preceding
16 paragraph.

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

25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26 7.1 Basic Principles. A Receiving Party may use Protected Material that is
27 disclosed or produced by another Party or by a Non-Party in connection with this case
28 only for prosecuting, defending, or attempting to settle this litigation. Such Protected



1 Material may be disclosed only to the categories of persons and under the conditions
2 described in this Order. When the litigation has been terminated, a Receiving Party must
3 comply with the provisions of section 13 below (FINAL DISPOSITION).

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

7 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
8 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
9 may disclose any information or item designated “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
11 employees of said Outside Counsel of Record to whom it is reasonably necessary to
12 disclose the information for this litigation and who have signed the “Acknowledgment and
13 Agreement to Be Bound” that is attached hereto as Exhibit A;

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

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

20 (d) the court and its personnel;

21 (e) court reporters and their staff, professional jury or trial consultants, mock
22 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this
23 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
24 (Exhibit A);

25 (f) during their depositions, witnesses in the action to whom disclosure is
26 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be
27 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the
28 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal



1 Protected Material must be separately bound by the court reporter and may not be
2 disclosed to anyone except as permitted under this Stipulated Protective Order.

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

5 7.3 Disclosure of "ATTORNEYS' EYES ONLY" Information or Items. Unless
6 otherwise ordered by the court or permitted in writing by the Designating Party, a
7 Receiving Party may disclose any information or item designated "ATTORNEYS' EYES
8 ONLY" only to:

9 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
10 employees of said Outside Counsel of Record to whom it is reasonably necessary to
11 disclose the information for this litigation and who have signed the "Acknowledgment and
12 Agreement to Be Bound" that is attached hereto as Exhibit A;

13 (b) Experts (as defined in this Order) of the Receiving Party to whom
14 disclosure is reasonably necessary for this litigation and who have signed the
15 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

16 (c) the court and its personnel;

17 (d) court reporters and their staff, professional jury or trial consultants, mock
18 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this
19 litigation and who have signed the "Acknowledgment and Agreement to Be Bound"
20 (Exhibit A);

21 (e) during their depositions, witnesses in the action to whom disclosure is
22 reasonably necessary and who have signed the "Acknowledgment and Agreement to Be
23 Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the
24 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal
25 Protected Material must be separately bound by the court reporter and may not be
26 disclosed to anyone except as permitted under this Stipulated Protective Order. If the
27 receiving Party wishes to disclose Attorneys' Eyes Only documents to a witness (who is
28 not an employee of the Disclosing Party) during a deposition, the Party shall meet and



1 confer with the Disclosing Party at least 5 court days in advance of such deposition
2 regarding such documents.

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

5 (g) ATTORNEYS' EYES ONLY documents and information shall not be
6 disclosed or disseminated to employees and other personnel of the Receiving Party.

7

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

10 If a Party is served with a subpoena or a court order issued in other litigation that
11 compels disclosure of any information or items designated in this action as
12 "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" by any other Party to this Agreement,
13 the Party served with the subpoena/order must:

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

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

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

22 If the Designating Party timely seeks a protective order, the Party served with the
23 subpoena or court order shall not produce any information designated in this action as
24 "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" before a determination by the court
25 from which the subpoena or order issued, unless the Party has obtained the Designating
26 Party's permission. The Designating Party shall bear the burden and expense of seeking
27 protection in that court of its confidential material – and nothing in these provisions
28



1 should be construed as authorizing or encouraging a Receiving Party in this action to
2 disobey a lawful directive from another court.

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

5 (a) The terms of this Order are applicable to information produced by a Non-
6 Party in this action and designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES
7 ONLY.” Such information produced by Non-Parties in connection with this litigation is
8 protected by the remedies and relief provided by this Order. Nothing in these provisions
9 should be construed as prohibiting a Non-Party from seeking additional protections.

10 (b) In the event that a Party is required, by a valid discovery request, to
11 produce a Non-Party’s confidential information in its possession, and the Party is subject
12 to an agreement with the Non-Party not to produce the Non-Party’s confidential
13 information, then the Party shall:

14 (1) promptly notify in writing the Requesting Party and the Non-Party that
15 some or all of the information requested is subject to a confidentiality agreement with a
16 Non-Party;

17 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
18 Order in this litigation, the relevant discovery request(s), and a reasonably specific
19 description of the information requested; and

20 (3) make the information requested available for inspection by the Non-
21 Party.

22 (c) If the Non-Party fails to object or seek a protective order from this court
23 within 14 days of receiving the notice and accompanying information, the Receiving Party
24 may produce the Non-Party’s confidential information responsive to the discovery
25 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not
26 produce any information in its possession or control that is subject to the confidentiality
27 agreement with the Non-Party before a determination by the court. Absent a court order
28



1 to the contrary, the Non-Party shall bear the burden and expense of seeking protection in
2 this court of its Protected Material.

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

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
5 Protected Material to any person or in any circumstance not authorized under this
6 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the
7 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
8 unauthorized copies of the Protected Material, (c) inform the person or persons to whom
9 unauthorized disclosures were made of all the terms of this Order, and (d) request such
10 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is
11 attached hereto as Exhibit A.

12 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
13 **PROTECTED MATERIAL**

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

23 **12. MISCELLANEOUS**

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
25 person to seek its modification by the court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this
27 Protective Order no Party waives any right it otherwise would have to object to disclosing
28 or producing any information or item on any ground not addressed in this Stipulated



1 Protective Order. Similarly, no Party waives any right to object on any ground to use in
2 evidence of any of the material covered by this Protective Order.

3 12.3 Filing Protected Material. Without written permission from the Designating
4 Party or a court order secured after appropriate notice to all interested persons, a Party
5 may not file in the public record in this action any Protected Material. A Party that seeks
6 to file under seal any Protected Material must comply with Civil Local Rule 141. Protected
7 Material may only be filed under seal pursuant to a court order authorizing the sealing of
8 the specific Protected Material at issue. Pursuant to Civil Local Rule 141, a sealing order
9 will issue only upon a request establishing that the Protected Material at issue is
10 privileged, protectable as a trade secret, or otherwise entitled to protection under the law.
11 If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local
12 Rule 141 is denied by the court, then the Receiving Party may file the information in the
13 public record pursuant to Civil Local Rule 141 unless otherwise instructed by the court.

14 **13. FINAL DISPOSITION**

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



1 Protected Material. Any such archival copies that contain or constitute Protected Material
2 remain subject to this Protective Order as set forth in Section 4 (DURATION).

3

4 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

5

6 Dated: May 10, 2018

KRONENBERGER ROSENFELD, LLP

7

8

By: /s/ _____
Karl S. Kronenberger

9

10

Attorneys for Defendant and
Counterclaimant Cartagz, Inc.
aka Cartagz.com

11

12 Dated: February __, 2018

WALTERS LAW GROUP

13

14

By: /s/ _____
Christopher L. Walters

15

16

Attorneys for Plaintiff and Counter-
Defendant Online Guru Inc.

17

18 **PURSUANT TO STIPULATION, IT IS SO ORDERED.***

19

20 Dated: May 15, 2018

/s/ Gregory G. Hollows
UNITED STATES MAGISTRATE JUDGE

21

22 *In order to alleviate any ambiguity, the undersigned makes clear for purposes of
23 Paragraph 12, that documents may be sealed in court only for good cause in non-
24 dispositive matters and compelling reasons in dispositive matters. See Kamehama v.
City and County of Honolulu, 447 F.3d 1172 (9th Cir. 2006).

25

26

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 that
was issued by the United States District Court for the Eastern District of California on
_____ [date] in the case of *Online Guru Inc. v. Cartagz, Inc., et al.*, Case No. 2:17-cv-
01121-TLN-GGH. 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 Eastern 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 _____ [print or type full name] of
_____ [print or type 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 sworn and signed: _____

Printed name: _____

Signature: _____