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HOUZZ INC.

15 UNITED STATES DISTRICT COURT

16 NORTHERN DISTRICT OF CALIFORNIA

17 SAN FRANCISCO DIVISION

19 RESTORATION HARDWARE, INC. and
RH US, LLC,

20 Plaintiffs,

21 v.

22 HOUZZ INC.,

23 Defendant.

Case No. 4:16-cv-00455-MMC

**STIPULATED PROTECTIVE
ORDER**

Hon. Maxine M. Chesney

Complaint Filed: January 26, 2016

Trial Date: July 10, 2017

1 **TO THE HONORABLE COURT, THE PARTIES, AND THEIR RESPECTIVE**
2 **COUNSEL OF RECORD:**

3 Plaintiffs Restoration Hardware, Inc. and RH US, LLC (“Restoration Hardware”) and
4 Defendant Houzz Inc. (“Houzz”) (Plaintiff and Defendant are referred to herein as the
5 “parties”), in order to facilitate the exchange of information and documents which may be
6 protected from disclosure by federal laws, state laws, and privacy rights, which may be
7 protected from disclosure by privileges such as alleged trade secret protections, and/or which
8 may be protected from disclosure on the grounds that the documents or information allegedly
9 constitute confidential, financial or other proprietary information, hereby stipulate as follows:

10 **1. PURPOSES AND LIMITATIONS**

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

23 **2. DEFINITIONS**

24 **2.1 Challenging Party:** a Party or Non-Party that challenges the designation of
25 information or items under this Order.

26 **2.2 “CONFIDENTIAL” Information or Items:** information (regardless of how
27 it is generated, stored or maintained) or tangible things that qualify for protection under
28 Federal Rule of Civil Procedure 26(c).

1 **2.3 “CONFIDENTIAL – COUNSEL ONLY” Information or Items:**
2 information (regardless of how it is generated, stored or maintained) or tangible things, as
3 defined in Paragraph 2.2, that also contain sensitive business or personal information.

4 **2.4 Counsel (without qualifier):** Outside Counsel of Record and House Counsel
5 (as well as their support staff).

6 **2.5 Designating Party:** a Party or Non-Party that designates information or items
7 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
8 “CONFIDENTIAL – COUNSEL ONLY.”

9 **2.6 Disclosure or Discovery Material:** all items or information, regardless of the
10 medium or manner in which it is generated, stored, or maintained (including, among other
11 things, testimony, transcripts, and tangible things), that are produced or generated in
12 disclosures or responses to discovery in this matter.

13 **2.7 Expert:** a person with specialized knowledge or experience in a matter
14 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve as an
15 expert witness or as a consultant in this action, (2) is not a current employee of a Party or of a
16 Party’s competitor, and (3) at the time of retention, is not anticipated to become an employee
17 of a Party or of a Party’s competitor.

18 **2.8 House Counsel:** attorneys who are employees of a party to this action. House
19 Counsel does not include Outside Counsel of Record or any other outside counsel.

20 **2.9 Non-Party:** any natural person, partnership, corporation, association, or other
21 legal entity not named as a Party to this action.

22 **2.10 Outside Counsel of Record:** attorneys who are not employees of a party to
23 this action but are retained to represent or advise a party to this action and have appeared in
24 this action on behalf of that party or are affiliated with a law firm which has appeared on
25 behalf of that party.

26 **2.11 Party:** any party to this action, including all of its officers, directors,
27 employees, consultants, retained experts, and Outside Counsel of Record (and their support
28 staffs).

1 **2.12 Producing Party:** a Party or Non-Party that produces Disclosure or Discovery
2 Material in this action.

3 **2.13 Professional Vendors:** persons or entities that provide litigation support
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,
5 and organizing, storing, or retrieving data in any form or medium) and their employees and
6 subcontractors.

7 **2.14 Protected Material:** any Disclosure or Discovery Material that is designated
8 as “CONFIDENTIAL” or “CONFIDENTIAL – COUNSEL ONLY.”

9 **2.15 Receiving Party:** a Party that receives Disclosure or Discovery Material from
10 a Producing Party.

11 **3. SCOPE**

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

25 **4. DURATION**

26 Even after final disposition of this litigation, the confidentiality obligations imposed
27 by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a
28 court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal

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

5 **5. DESIGNATING PROTECTED MATERIAL**

6 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

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

14 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
15 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
16 unnecessarily encumber or retard the case development process or to impose unnecessary
17 expenses and burdens on other parties) expose the Designating Party to sanctions. If it comes
18 to a Designating Party's attention that information or items that it designated for protection do
19 not qualify for protection, or do not qualify for the level of protection initially asserted, that
20 Designating Party must promptly notify all other Parties that it is withdrawing the mistaken
21 designation.

22 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this

23 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
24 ordered, Disclosure or Discovery Material that qualifies for protection under this Order must
25 be clearly so designated before the material is disclosed or produced.

26 Designation in conformity with this Order requires:

27 (a) for information in documentary form (e.g., paper or electronic
28 documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that

1 the Producing Party affix the legend “CONFIDENTIAL” ” or “CONFIDENTIAL –
2 COUNSEL ONLY” to each page that contains protected material. If only a portion or
3 portions 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 the margins)
5 and the level of protection being asserted.

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

18 (b) for testimony given in deposition or in other pretrial or trial
19 proceedings, that the Designating Party identify on the record, before the close of the
20 deposition, hearing, or other proceeding, all protected testimony. The Designating Party may
21 identify the entire transcript on the record as “CONFIDENTIAL” or “CONFIDENTIAL –
22 COUNSEL ONLY” and may have up to 21 days thereafter to identify whether only portions
23 of that testimony are appropriately designated for protection.

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

1 portions of the information or item warrant protection, the Producing Party, to the extent
2 practicable, shall identify the protected portion(s).

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

8 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

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

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 under
3 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within
4 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the
5 meet and confer process will not resolve their dispute, whichever is earlier. Each such motion
6 must be accompanied by a competent declaration affirming that the movant has complied with
7 the meet and confer requirements imposed in the preceding paragraph. Failure by the
8 Designating Party to make such a motion including the required declaration within 21 days (or
9 14 days, if applicable) shall automatically waive the confidentiality designation for each
10 challenged designation. In addition, the Challenging Party may file a motion challenging a
11 confidentiality designation at any time if there is good cause for doing so, including a
12 challenge to the designation of a deposition transcript or any portions thereof. Any motion
13 brought pursuant to this provision must be accompanied by a competent declaration affirming
14 that the movant has complied with the meet and confer requirements imposed by the
15 preceding paragraph.

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

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

24 **7.1 Basic Principles.** A Receiving Party may use Protected Material that is
25 disclosed or produced by another Party or by a Non-Party in connection with this case only
26 for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may
27 be disclosed only to the categories of persons and under the conditions described in this
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1 Order. When the litigation has been terminated, a Receiving Party must comply with the
2 provisions of section 13 below (FINAL DISPOSITION).

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

6 **7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless otherwise
7 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
8 disclose any information or item designated “CONFIDENTIAL” only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this action, as well
10 as 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) the officers, directors, and employees (including House Counsel) of the
14 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
15 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

19 (d) the court and its personnel;

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

24 (f) during their depositions, witnesses in the action to whom disclosure is
25 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be
26 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.

27 Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected
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1 Material must be separately bound by the court reporter and may not be disclosed to anyone
2 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 “CONFIDENTIAL – COUNSEL ONLY” Information or**
6 **Items.** Unless otherwise ordered by the court or permitted in writing by the Designating Party,
7 a Receiving Party may disclose any information or item designated “CONFIDENTIAL –
8 COUNSEL ONLY” only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this action, as well
10 as 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) the following specified House Counsel of each Party: Yuri Kim for
14 Plaintiffs and Ryan Loh for Defendant, once each individual has signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

19 (d) the court and its personnel;

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

24 (f) the author or recipient of a document containing the information or a
25 custodian or other person who otherwise possessed or knew the information; and

26 (g) the finder of fact at the time of trial, subject to the Court’s rulings on in
27 limine motions and objections of counsel.

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

3 If a Party is served with a subpoena or a court order issued in other litigation that
4 compels disclosure of any information or items designated in this action as

5 “CONFIDENTIAL” or “CONFIDENTIAL – COUNSEL ONLY,” that Party must:

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

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

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

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

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

24 (a) The terms of this Order are applicable to information produced by a
25 Non-Party in this action and designated as “CONFIDENTIAL” or “CONFIDENTIAL –
26 COUNSEL ONLY.” Such information produced by Non-Parties in connection with this
27 litigation is 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 additional
2 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 subject to an
5 agreement with the Non-Party not to produce the Non-Party's confidential information, then
6 the Party shall:

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

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

13 (3) make the information requested available for inspection by the
14 Non-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 Receiving Party
17 may produce the Non-Party's confidential information responsive to the discovery request. If
18 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
19 information in its possession or control that is subject to the confidentiality agreement with
20 the Non-Party before a determination by the court. Absent a court order to the contrary, the
21 Non-Party shall bear the burden and expense of seeking protection in this court of its
22 Protected Material.

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

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
25 Protected Material to any person or in any circumstance not authorized under this Stipulated
26 Protective Order, the Receiving Party must immediately (a) notify in writing the Designating
27 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies
28 of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures

1 were made of all the terms of this Order, and (d) request such person or persons to execute the
2 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

3 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
4 **PROTECTED MATERIAL**

5 When a Producing Party gives notice to the Receiving Party or the Receiving Party
6 otherwise becomes aware that certain inadvertently produced material is subject to a claim of
7 privilege or other protection, the obligations of the Receiving Party are those set forth in
8 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
9 whatever procedure may be established in an e-discovery order that provides for production
10 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), the
11 production of privileged or work-product protected documents or information, including
12 electronically stored information, whether inadvertent or not, is not a waiver of the privilege
13 or protection in connection with discovery in this case or any other federal proceeding.

14 **11.1 Privilege Log.** Communications between the parties and their outside counsel
15 that post-date the filing of the complaint need not be placed on a privilege log.

16 **12. MISCELLANEOUS**

17 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of any person
18 to seek its modification by the court in the future.

19 **12.2 Right to Assert Other Objections.** By stipulating to the entry of this Protective
20 Order no Party waives any right it otherwise would have to object to disclosing or producing
21 any information or item on any ground not addressed in this Stipulated Protective Order.
22 Similarly, no Party waives any right to object on any ground to use in evidence of any of the
23 material covered by this Protective Order.

24 **12.3 Filing Protected Material.** Without written permission from the Designating
25 Party or a court order secured after appropriate notice to all interested persons, a Party may
26 not file in the public record in this action any Protected Material. A Party that seeks to file
27 under seal any Protected Material must comply with Civil Local Rule 79-5. Protected
28 Material may only be filed under seal pursuant to a court order authorizing the sealing of the

1 specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will
2 issue only upon a request establishing that the Protected Material at issue is privileged,
3 protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving
4 Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-5(d) is
5 denied by the court, then the Receiving Party may file the information in the public record
6 pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

7 **13. FINAL DISPOSITION**

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

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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5 Dated: August 16, 2016

JENNIFER LEE TAYLOR
ANNA FERRARI
SABRINA A. LARSON
MORRISON & FOERSTER LLP

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By: s/ Jennifer Lee Taylor
JENNIFER LEE TAYLOR

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Attorneys for Plaintiffs
RESTORATION HARDWARE, INC.
and RH US, LLC

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12 Dated: August 16, 2016

JENNIFER A. GOLINVEAUX
WINSTON & STRAWN LLP

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By: s/ Jennifer A. Golinveaux
JENNIFER A. GOLINVEAUX

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Attorneys for Defendant
HOZZ INC.

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ATTESTATION

I, Jennifer Lee Taylor, am the ECF user whose ID and password are being used to file this Joint Stipulation to Extend Time to Respond to Complaint. In compliance with Civil Local Rule 5-1(i)(3), I hereby attest that Jennifer A. Golinveaux has concurred in this filing.

Dated: August 16, 2016

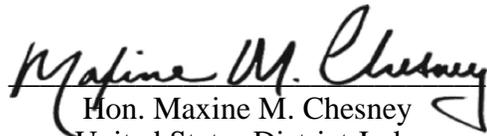
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MORRISON & FOERSTER LLP

By: s/ Jennifer Lee Taylor
JENNIFER LEE TAYLOR

Attorneys for Plaintiffs
RESTORATION HARDWARE, INC.
and RH US, LLC

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: August 17, 2016


Hon. Maxine M. Chesney
United States District Judge