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8 UNITED STATES DISTRICT COURT  
 9 NORTHERN DISTRICT OF CALIFORNIA  
 10 SAN FRANCISCO DIVISION

11 CRAIGSLIST, INC., a Delaware corporation,

CASE NO. 3:17-cv-02449-MMC

12 Plaintiff,

**STIPULATED PROTECTIVE ORDER  
 GOVERNING CONFIDENTIAL  
 MATERIALS**

13 v.

14 INSTAMOTOR, INC., a Delaware  
 15 corporation, and DOES 1-10,

16 Defendants.

18  
 19 Plaintiff craigslist, Inc. (“Plaintiff”) and defendant Instamotor, Inc. (“Defendant”)  
 20 stipulate as follows:

21 **1. PURPOSES AND LIMITATIONS**

22 Disclosure and discovery activity in this action are likely to involve production of  
 23 confidential, proprietary, or private information for which special protection from public  
 24 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
 25 Accordingly, the parties hereby stipulate to and petition the Court to enter the following  
 26 Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket  
 27 protections on all disclosures or responses to discovery and that the protection it affords from  
 28 public disclosure and use extends only to the limited information or items that are entitled to

1 confidential treatment under the applicable legal principles. The parties further acknowledge, as  
2 set forth in Section 12.3 below, that this Order does not entitle them to file confidential  
3 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed  
4 and the standards that will be applied when a party seeks permission from the court to file  
5 material under seal.

6 **2. DEFINITIONS**

7 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
8 information or items under this Order.

9 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
10 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule  
11 of Civil Procedure 26(c).

12 2.3 Counsel (without qualifier): Outside Counsel and House Counsel (as well as their  
13 support staff).

14 2.4 Designating Party: a Party or Non-Party that designates information or items that  
15 it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY  
16 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

17 2.5 Disclosure or Discovery Material: all items or information, regardless of the  
18 medium or manner in which it is generated, stored, or maintained (including, among other things,  
19 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
20 responses to discovery in this matter.

21 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to  
22 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or  
23 as a consultant in this action, (2) is not a past or current employee of a Party or of a Party’s  
24 competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party  
25 or of a Party’s competitor.

26 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or  
27 Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another  
28 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by

1 less restrictive means.

2           2.8    House Counsel: attorneys who are employees of a party to this action. House  
3 Counsel does not include Outside Counsel.

4           2.9    Non-Party: any natural person, partnership, corporation, association, or other legal  
5 entity not named as a Party to this action.

6           2.10   Outside Counsel: attorneys who are not employees of a party to this action but are  
7 retained to represent or advise a party to this action and/or have appeared in this action on behalf  
8 of that party, or are affiliated with a law firm which has appeared on behalf of that party.

9           2.11   Party: any party to this action, including all of its officers, directors, employees,  
10 consultants, retained experts, and Outside Counsel (and their support staffs).

11           2.12   Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
12 Material in this action.

13           2.13   Professional Vendors: persons or entities that provide litigation support services  
14 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
15 organizing, storing, or retrieving data in any form or medium) and their employees and  
16 subcontractors.

17           2.14   Protected Material: any Disclosure or Discovery Material that is designated as  
18 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

19           2.15   Receiving Party: a Party that receives Disclosure or Discovery Material from a  
20 Producing Party.

21 **3.    SCOPE**

22           The protections conferred by this Order cover not only Protected Material (as defined  
23 above), but also (1) any information copied or extracted from Protected Material; (2) all copies,  
24 excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
25 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

26 However, the protections conferred by this Order do not cover the following information: (a) any  
27 information that is in the public domain at the time of disclosure to a Receiving Party or becomes  
28 part of the public domain after its disclosure to a Receiving Party as a result of publication not

1 involving a violation of this Order, including becoming part of the public record through trial or  
2 otherwise; and (b) any information known to the Receiving Party prior to the disclosure or  
3 obtained by the Receiving Party after the disclosure from a source who obtained the information  
4 lawfully and under no obligation of confidentiality to the Designating Party. Any use of  
5 Protected Material at trial shall be governed by a separate agreement or order.

6 **4. DURATION**

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

14 **5. DESIGNATING PROTECTED MATERIAL**

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

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

26 If it comes to a Designating Party's attention that information or items that it designated  
27 for protection do not qualify for protection at all or do not qualify for the level of protection  
28 initially asserted, that Designating Party must promptly notify all other parties that it is

1 withdrawing the mistaken designation.

2           5.2    Manner and Timing of Designations. Except as otherwise provided in this Order  
3 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
4 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
5 designated before the material is disclosed or produced.

6           Designation in conformity with this Order requires:

7           (a) for information in documentary form (e.g., paper or electronic documents, but  
8 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
9 Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
10 EYES ONLY” to each page that contains protected material. If only a portion or portions of the  
11 material on a page qualifies for protection, the Producing Party also must clearly identify the  
12 protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for  
13 each portion, the level of protection being asserted.

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

27           (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
28 Designating Party identify on the record, before the close of the deposition, hearing, or other

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

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

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

27 (c) for information produced in some form other than documentary and for any other  
28 tangible items, that the Producing Party affix in a prominent place on the exterior of the

1 container or containers in which the information or item is stored the legend “CONFIDENTIAL”  
2 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions  
3 of the information or item warrant protection, the Producing Party, to the extent practicable, shall  
4 identify the protected portion(s) and specify the level of protection being asserted.

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

10 **6.       CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

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

1 Designating Party is unwilling to participate in the meet and confer process in a timely manner.

2           6.3     Judicial Intervention. If the Parties cannot resolve a challenge without court  
3 intervention, the Designating Party shall file and serve a motion to retain confidentiality under  
4 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days  
5 of the initial notice of challenge or within 14 days of the parties agreeing that the meet and  
6 confer process will not resolve their dispute, whichever is earlier. Each such motion must be  
7 accompanied by a competent declaration affirming that the movant has complied with the meet  
8 and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to  
9 make such a motion including the required declaration within 21 days (or 14 days, if applicable)  
10 shall automatically waive the confidentiality designation for each challenged designation. In  
11 addition, the Challenging Party may file a motion challenging a confidentiality designation at  
12 any time 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 provision must  
14 be accompanied by a competent declaration affirming that the movant has complied with the  
15 meet and confer requirements imposed by the preceding paragraph.

16           The burden of persuasion in any such challenge proceeding shall be on the Designating  
17 Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose  
18 unnecessary expenses and burdens on other parties) may expose the Challenging Party to  
19 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to  
20 file a motion to retain confidentiality as described above, all parties shall continue to afford the  
21 material in question the level of protection to which it is entitled under the Producing Party's  
22 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 disclosed  
25 or produced by another Party or by a Non-Party in connection with this case only for  
26 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be  
27 disclosed only to the categories of persons and under the conditions described in this Order.  
28 When the litigation has been terminated, a Receiving Party must comply with the provisions of



1 Section 13 below (FINAL DISPOSITION).

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

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
5 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
6 disclose any information or item designated “CONFIDENTIAL” only to:

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

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

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

15 (d) the court and its personnel;

16 (e) court reporters and their staff, professional jury or trial consultants, and Professional  
17 Vendors to whom disclosure is reasonably necessary for this litigation;

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

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

26 (h) Neutral evaluators, mediators or arbitrators assigned to the case by the Court or  
27 retained for the case by the mutual agreement of the Parties and who have signed the  
28 “Acknowledgement and Agreement to Be Bound” that is attached hereto as Exhibit A.

1           7.3     Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
2 Information or Items. Unless otherwise ordered by the court or permitted in writing by the  
3 Designating Party, a Receiving Party may disclose any information or item designated  
4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to those persons listed in  
5 Section 7.2(a), (c)-(e), (g)-(h).

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

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

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

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

16           (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
17 Designating Party whose Protected Material may be affected.<sup>1</sup>

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

26  
27

28 <sup>1</sup> The purpose of imposing these duties is to alert the interested parties to the existence of this  
Order and to afford the Designating Party in this case an opportunity to try to protect its  
confidentiality interests in the court from which the subpoena or order issued.

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

3 9.1 The terms of this Order are applicable to information produced by a Non-Party in  
4 this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
5 ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with  
6 this litigation is protected by the remedies and relief provided by this Order. Nothing in these  
7 provisions should be construed as prohibiting a Non-Party from seeking additional protections.

8 9.2 In the event that a Party is required, by a valid discovery request, to produce a  
9 Non-Party’s confidential information in its possession, and the Party is subject to an agreement  
10 with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

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

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

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

18 9.3 If the Non-Party fails to object or seek a protective order from this court within 14  
19 days of receiving the notice and accompanying information, the Receiving Party may produce  
20 the Non-Party’s confidential information responsive to the discovery request. If the Non-Party  
21 timely seeks a protective order, the Receiving Party shall not produce any information in its  
22 possession or control that is subject to the confidentiality agreement with the Non-Party before a  
23 determination by the court.<sup>2</sup> Absent a court order to the contrary, the Non-Party shall bear the  
24 burden and expense of seeking protection in this court of its Protected Material.

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

26 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected

27 \_\_\_\_\_  
28 <sup>2</sup> The purpose of this provision is to alert the interested parties to the existence of confidentiality  
rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality  
interests in this court.

1 Material to any person or in any circumstance not authorized under this Order, the Receiving  
2 Party must immediately (a) notify in writing the Designating Party of the unauthorized  
3 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material,  
4 (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of  
5 this Order, and (d) request such person or persons to execute the “Acknowledgment and  
6 Agreement to Be Bound” that is attached hereto as Exhibit A.

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

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

18 **12. MISCELLANEOUS**

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
20 seek its modification by the court in the future.

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

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

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

8 **13. FINAL DISPOSITION**

9 Unless otherwise agreed to in writing by the parties, within 60 days after the final  
10 disposition of this action, as defined in Section 4 above, each Receiving Party must make  
11 reasonable efforts to return all Protected Material to the Producing Party or destroy such  
12 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,  
13 compilations, summaries, and any other format reproducing or capturing any of the Protected  
14 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must  
15 submit a written certification to the Producing Party (and, if not the same person or entity, to the  
16 Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all  
17 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has  
18 not retained any copies, abstracts, compilations, summaries or any other format reproducing or  
19 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
20 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
21 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work  
22 product, and consultant and expert work product, even if such materials contain Protected  
23 Material. Any such archival copies that contain or constitute Protected Material remain subject to  
24 this Order as set forth in Section 4. "Reasonable efforts" shall not require the return or  
25 destruction of Designated Material that (i) is stored on backup storage media made in accordance  
26 with regular data backup procedures for disaster recovery purposes, (ii) is located in the email  
27 archive system or archived electronic files of departed employees, or (iii) is subject to legal hold  
28 obligations. Backup storage media will not be restored for purposes of returning or certifying

1 destruction of Designated Material, but such retained information shall continue to be treated in  
2 accordance with the Order.

3 IT IS SO STIPULATED.

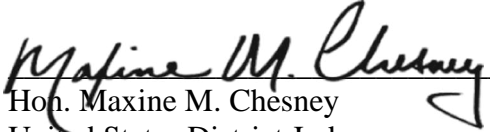
4  
5 DATED: May 17, 2017 s/ Perry J. Viscounty  
6 Perry J. Viscounty  
Attorneys for Plaintiff

7 DATED: May 12, 2017 s/ Venkat Balasubramani  
8 Venkat Balasubramani  
Attorneys for Defendant

9  
10 Attestation: I hereby attest that concurrence in the filing of this document has been  
obtained from the other signatory.

11 Dated: May 17, 2017 s/ Perry J. Viscounty  
12 Perry J. Viscounty

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14  
15 PURSUANT TO STIPULATION, IT IS SO ORDERED.

16  
17 DATED: May 18, 2017   
18 Hon. Maxine M. Chesney  
19 United States District Judge

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_, of \_\_\_\_\_, declare  
4 under penalty of perjury that I have read in its entirety and understand the Stipulated Protective  
5 Order that was issued by the United States District Court for the Northern District of California  
6 on \_\_\_\_\_, 2017 in the case of *craigslist, Inc. v. Instamotor, Inc., et al*, Case No.  
7 *17-cv-02449-MMC* (N.D. Cal.). I agree to comply with and to be bound by all the terms of this  
8 Stipulated Protective Order and I understand and acknowledge that failure to so comply could  
9 expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will  
10 not disclose in any manner any information or item that is subject to this Stipulated Protective  
11 Order to any person or entity except in strict compliance with the provisions of this Order.

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

15 I hereby appoint \_\_\_\_\_ of  
16 \_\_\_\_\_ as my California agent for service of  
17 process in connection with this action or any proceedings related to enforcement of this  
18 Stipulated Protective Order.

19  
20 Date: \_\_\_\_\_

21  
22 City and State where sworn and signed: \_\_\_\_\_

23  
24 Printed name: \_\_\_\_\_

25  
26 Signature: \_\_\_\_\_

27  
28