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 11    GAMLIEL AND SARIT IDO SCHECTER

12                                     UNITED STATES DISTRICT COURT  
 13                                     NORTHERN DISTRICT OF CALIFORNIA

14  
 15     ANDREW PALEY,                                     ) Case No. **15-CV-01925 LHK**  
 16   Plaintiff,                             ) [Assigned to the Hon. Lucy H. Koh]  
    )     )  
 17                     vs.                                     ) **STIPULATED [~~PROPOSED~~]**  
 18   Defendants.                             ) **PROTECTIVE ORDER**  
    )     )  
 19     TWIST ANIMATION, LTD, a/k/a TWIST3D     )  
 20     ANIMATION, d/b/a TUTITU TV, YOSSI     )  
    DAHAN, TALMON GAMLIEL AND SARIT     )  
    IDO SCHECTER,                             )  
 21   Defendants.                             )  
 22   )  
 23     \_\_\_\_\_)

24             1.     PURPOSES AND LIMITATIONS

25             Disclosure and discovery activity in this action are likely to involve production of  
 26     confidential, proprietary, or private information for which special protection from public  
 27     disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
 28     Accordingly, the parties hereby stipulate to and petition the court to enter the following

1 Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket  
2 protections on all disclosures or responses to discovery and that the protection it affords from  
3 public disclosure and use extends only to the limited information or items that are entitled to  
4 confidential treatment under the applicable legal principles. The parties further acknowledge, as  
5 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file  
6 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
7 followed and the standards that will be applied when a party seeks permission from the court to  
8 file material under seal.

9 2. DEFINITIONS

10 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
11 information or items under this Order.

12 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
13 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule  
14 of Civil Procedure 26(c).

15 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as  
16 well as their support staff).

17 2.4 Designating Party: a Party or Non-Party that designates information or items that  
18 it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

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

23 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent  
24 to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as  
25 a consultant in this action.

26 2.7 House Counsel: attorneys who are employees of a party to this action. House  
27 Counsel does not include Outside Counsel of Record or any other outside counsel.

28 2.8 Non-Party: any natural person, partnership, corporation, association, or other

1 legal entity not named as a Party to this action.

2           2.9    Outside Counsel of Record: attorneys who are not employees of a party to this  
3 action but are retained to represent or advise a party to this action and have appeared in this  
4 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of  
5 that party.

6           2.10   Party: any party to this action, including all of its officers, directors, employees,  
7 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

8           2.11   Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
9 Material in this action.

10          2.12   Professional Vendors: persons or entities that provide litigation support services  
11 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
12 organizing, storing, or retrieving data in any form or medium) and their employees and  
13 subcontractors.

14          2.13   Protected Material: any Disclosure or Discovery Material that is designated as  
15 “CONFIDENTIAL.”

16          2.14   Receiving Party: a Party that receives Disclosure or Discovery Material from a  
17 Producing Party.

18           3.    SCOPE

19           The protections conferred by this Stipulation and Order cover not only Protected Material  
20 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)  
21 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
22 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
23 However, the protections conferred by this Stipulation and Order do not cover the following  
24 information: (a) any information that is in the public domain at the time of disclosure to a  
25 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as  
26 a result of publication not involving a violation of this Order, including becoming part of the  
27 public record through trial or otherwise; and (b) any information known to the Receiving Party  
28 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who

1 obtained the information lawfully and under no obligation of confidentiality to the Designating  
2 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

3 4. DURATION

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

11 5. DESIGNATING PROTECTED MATERIAL

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

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

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

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

1 designated before the material is disclosed or produced.

2 Designation in conformity with this Order requires:

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

9 A Party or Non-Party that makes original documents or materials available for inspection  
10 need not designate them for protection until after the inspecting Party has indicated which  
11 material it would like copied and produced. During the inspection and before the designation, all  
12 of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the  
13 inspecting Party has identified the documents it wants copied and produced, the Producing Party  
14 must determine which documents, or portions thereof, qualify for protection under this Order.  
15 Then, before producing the specified documents, the Producing Party must affix the  
16 “CONFIDENTIAL” legend to each page that contains Protected Material.

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

20 (c) for information produced in some form other than documentary and for any other  
21 tangible items, that the Producing Party affix in a prominent place on the exterior of the  
22 container or containers in which the information or item is stored the legend  
23 “CONFIDENTIAL.”

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
25 designate qualified information or items does not, standing alone, waive the Designating Party’s  
26 right to secure protection under this Order for such material. Upon timely correction of a  
27 designation, the Receiving Party must make reasonable efforts to assure that the material is  
28 treated in accordance with the provisions of this Order.

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6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

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

6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to

1 make such a motion including the required declaration within 21 days (or 14 days, if applicable)  
2 shall automatically waive the confidentiality designation for each challenged designation. In  
3 addition, the Challenging Party may file a motion challenging a confidentiality designation at  
4 any time if there is good cause for doing so, including a challenge to the designation of a  
5 deposition transcript or any portions thereof. Any motion brought pursuant to this provision must  
6 be accompanied by a competent declaration affirming that the movant has complied with the  
7 meet and confer requirements imposed by the preceding paragraph.

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

15 7. ACCESS TO AND USE OF PROTECTED MATERIAL

16 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed  
17 or produced by another Party or by a Non-Party in connection with this case only for  
18 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be  
19 disclosed only to the categories of persons and under the conditions described in this Order.  
20 When the litigation has been terminated, a Receiving Party must comply with the provisions of  
21 section 13 below (FINAL DISPOSITION).

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

24 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
25 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
26 disclose any information or item designated "CONFIDENTIAL" only to:

27 (a) the Receiving Party's Outside Counsel of Record in this action, as well as employees  
28 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information

1 for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that  
2 is attached hereto as Exhibit A;

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

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

9 (d) the court and its personnel;

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

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

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

21 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
22 OTHER LITIGATION

23 If a Party is served with a subpoena or a court order issued in other litigation that compels  
24 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that  
25 Party must:

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

28 (b) promptly notify in writing the party who caused the subpoena or order to issue in the



1 other litigation that some or all of the material covered by the subpoena or order is subject to this  
2 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

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

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

12 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
13 IN THIS LITIGATION

14 (a) The terms of this Order are applicable to information produced by a Non-Party in this  
15 action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in  
16 connection with this litigation is protected by the remedies and relief provided by this Order.  
17 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking  
18 additional protections.

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

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

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

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

28 (c) If the Non-Party fails to object or seek a protective order from this court within 14

1 days of receiving the notice and accompanying information, the Receiving Party may produce  
2 the Non-Party's confidential information responsive to the discovery request. If the Non-Party  
3 timely seeks a protective order, the Receiving Party shall not produce any information in its  
4 possession or control that is subject to the confidentiality agreement with the Non-Party before a  
5 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the  
6 burden and expense of seeking protection in this court of its Protected Material.

7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
16 PROTECTED MATERIAL

17 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
18 produced material is subject to a claim of privilege or other protection, the obligations of the  
19 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
20 provision is not intended to modify whatever procedure may be established in an e-discovery  
21 order that provides for production without prior privilege review. Pursuant to the Federal Rule  
22 of Evidence 502(d), the inadvertent or unintentional disclosure of any qualified information or  
23 items without a "CONFIDENTIAL" designation shall not be construed to be a waiver, in whole  
24 or in part, of that party's right to claim that the information should be subject to protection as  
25 "CONFIDENTIAL" information under this Stipulated Protective Order. Any such documents or  
26 information inadvertently produced without designation, and all copies and records thereof, shall  
27 be immediately returned to the producing party upon written notice from the producing party.  
28 The parties shall retain the right thereafter during the pendency of this litigation to designate

1 such document, or information as confidential. Acceptance by a party or its attorney of  
2 information disclosed under designation as protected shall not constitute an admission that the  
3 information is, in fact, entitled to protection.

4 12. MISCELLANEOUS

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
6 seek its modification by the court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
8 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
9 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,  
10 no Party waives any right to object on any ground to use in evidence of any of the material  
11 covered by this Protective Order.

12 12.3 Filing Protected Material. Without written permission from the Designating Party  
13 or a court order secured after appropriate notice to all interested persons, a Party may not file in  
14 the public record in this action any Protected Material. A Party that seeks to file under seal any  
15 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be  
16 filed under seal pursuant to a court order authorizing the sealing of the specific Protected  
17 Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a  
18 request establishing that the Protected Material at issue is privileged, protectable as a trade  
19 secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file  
20 Protected Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then  
21 the Receiving Party may file the information in the public record pursuant to Civil Local Rule  
22 79-5(e) unless otherwise instructed by the court.

23 13. FINAL DISPOSITION

24 Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
25 Receiving Party must return all Protected Material to the Producing Party or destroy such  
26 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,  
27 compilations, summaries, and any other format reproducing or capturing any of the Protected  
28 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must

1 submit a written certification to the Producing Party (and, if not the same person or entity, to the  
2 Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all  
3 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has  
4 not retained any copies, abstracts, compilations, summaries or any other format reproducing or  
5 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
6 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
7 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work  
8 product, and consultant and expert work product, even if such materials contain Protected  
9 Material. Any such archival copies that contain or constitute Protected Material remain subject to  
10 this Protective Order as set forth in Section 4 (DURATION).

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

12  
13 DATED: August 20, 2015

DAVIS WRIGHT TREMAINE LLP  
BRUCE ISAACS  
DEBORAH ADLER

14  
15  
16 By: /s/Bruce Isaacs

Bruce Isaacs, Esq.

17  
18 Attorneys for Defendants  
19 TWIST ANIMATION, LTD, a/k/a  
20 TWIST3D ANIMATION, d/b/a TUTITU TV,  
21 YOSSI DAHAN, TALMON GAMLIEL AND  
SARIT IDO SCHECTER

22 DATED: August 20, 2015

PHILLIPS, ERLEWINE, GIVEN & CARLIN LLP

23  
24 By: /s/Nicholas Carlin

Nicholas A. Carlin, Esq.

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26 Attorney for ANDREW PALEY  
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ATTESTATION

I, Bruce Isaacs, hereby attest that concurrences in the filing of this document have been obtained from each of the signatories. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

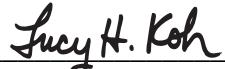
Date: August 20, 2015

DAVIS WRIGHT TREMAINE LLP

By: s/Bruce Isaacs

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

DATED: August 21, 2015

  
\_\_\_\_\_  
THE HONORABLE LUCY H. KOH  
United States District Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address],  
4 declare under penalty of perjury that I have read in its entirety and understand the Stipulated  
5 Protective Order that was issued by the United States District Court for the Northern District of  
6 California on [date] in the case of *Paley v. Twist Animation Ltd., et al*, No. 15-CV-01925 LHK. I  
7 agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I  
8 understand and acknowledge that failure to so comply could expose me to sanctions and  
9 punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner  
10 any information or item that is subject to this Stipulated Protective Order to any person or entity  
11 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 Northern  
13 District of California for the purpose of enforcing the terms of this Stipulated Protective Order,  
14 even if such enforcement proceedings occur after termination of this action.

15 I hereby appoint \_\_\_\_\_ [print or type full name] of  
16 \_\_\_\_\_ [print or type full address and telephone  
17 number] as my California agent for service of process in connection with this action or any  
18 proceedings related to enforcement of this Stipulated Protective Order.  
19

20  
21 Date: \_\_\_\_\_

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

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

25  
26 Signature: \_\_\_\_\_  
27  
28