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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

IMAGINE THAT INTERNATIONAL,
INC., a California corporation dba ALL
FOUR PAWS

Plaintiff,

v.

CS TECH US. a Nevada corporation dba
ZENPET and ZENPETUSA.COM, CS
TECH MEXICO, S.A. DE C.V., a
foreign corporation, CHAD GIBSON, an
individual, JEN BARRELLI, an
individual, HECTOR D. CAMPA, an
individual, AND DOES 1-10,
INCLUSIVE,

Defendants,

CS TECH US. a Nevada corporation dba
Zenpet and Zenpetusa.com, CS TECH
MEXICO, S.A. DE C.V., a foreign
corporation, CHAD GIBSON, an
individual, JEN BARRELLI, an
individual, HECTOR D. CAMPA, an
individual, AND DOES 1-10, inclusive,

Counter-Claimants,

v.

IMAGINE THAT INTERNATIONAL,
INC., A California corporation dba ALL
FOUR PAWS,

Counter-Defendant.

CASE NO. 15-cv-01558-GPC-WVG

**STIPULATED PROTECTIVE
ORDER**

1 The Court recognizes that at least some of the documents and information
2 ("materials") being sought through discovery in the above-captioned action are, for
3 competitive reasons, normally kept confidential by the parties. The parties have
4 agreed to be bound by the terms of this Protective Order ("Order") in this action.

5 The materials to be exchanged throughout the course of the litigation
6 between the parties may contain trade secret or other confidential research,
7 technical, cost, price, marketing or other commercial information, as is
8 contemplated by Federal Rule of Civil Procedure 26(c)(7). The purpose of this
9 Order is to protect the confidentiality of such materials as much as practical during
10 the litigation. THEREFORE:

11 DEFINITIONS

12 1. The term "Confidential Information" will mean and include
13 information contained or disclosed in any materials, including documents, portions
14 of documents, answers to interrogatories, responses to requests for admissions, trial
15 testimony, deposition testimony, and transcripts of trial testimony and depositions,
16 including data, summaries, and compilations derived therefrom that is deemed to be
17 Confidential Information by any party to which it belongs. Use of any information
18 or documents labeled "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL
19 ONLY" and subject to this Protective Order, including all information derived
20 therefrom, shall be restricted solely to the litigation of this case and shall not be
21 used by any party for any business, commercial, or competitive purpose.

22 2. The term "materials" will include, but is not be limited to: documents;
23 correspondence; memoranda; bulletins; blueprints; specifications; customer lists or
24 other material that identify customers or potential customers; price lists or
25 schedules or other matter identifying pricing; minutes; telegrams; letters;
26 statements; cancelled checks; contracts; invoices; drafts; books of account;
27 worksheets; notes of conversations; desk diaries; appointment books; expense
28 accounts; recordings; photographs; motion pictures; compilations from which

1 information can be obtained and translated into reasonably usable form through
2 detection devices; sketches; drawings; notes (including laboratory notebooks and
3 records); reports; instructions; disclosures; other writings; models and prototypes
4 and other physical objects.

5 3. The term "counsel" will mean outside counsel of record, and other
6 attorneys, paralegals, secretaries, and other support staff employed in the law firms
7 identified below:

8 **GENERAL RULES**

9 4. Each party to this litigation that produces or discloses any materials,
10 answers to interrogatories, responses to requests for admission, trial testimony,
11 deposition testimony, and transcripts of trial testimony and depositions, or
12 information that the producing party believes should be subject to this Protective
13 Order may designate the same as "CONFIDENTIAL" or "CONFIDENTIAL - FOR
14 COUNSEL ONLY."

15
16 a. Designation as "CONFIDENTIAL": Any party may designate
17 information as "CONFIDENTIAL" only if, in the good faith belief of such party
18 and its counsel, the unrestricted disclosure of such information could be potentially
19 prejudicial to the business or operations of such party.

20
21 b. Designation as "CONFIDENTIAL - FOR COUNSEL ONLY": Any
22 party may designate information as "CONFIDENTIAL - FOR COUNSEL ONLY"
23 only if, in the good faith belief of such party and its counsel, the information is
24 among that considered to be most sensitive by the party, including but not limited
25 to trade secret or other confidential research, development, financial or other
26 commercial information.

27 c. **A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
28 **PRODUCED IN THIS LITIGATION**

1 (i) The terms of this Order are applicable to information produced
2 by a Non-Party in this Action and designated as “CONFIDENTIAL” or
3 “CONFIDENTIAL - FOR COUNSEL ONLY.” Such information produced by
4 Non-Parties in connection with this litigation is protected by the remedies and relief
5 provided by this Order. Nothing in these provisions should be construed as
6 prohibiting a Non-Party from seeking additional protections.

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

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

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

17 (3) make the information requested available for inspection
18 by the Non-Party, if requested.

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

1
2 5. In the event the producing party elects to produce materials for
3 inspection, no marking need be made by the producing party in advance of the
4 initial inspection. For purposes of the initial inspection, all materials produced will
5 be considered as "CONFIDENTIAL - FOR COUNSEL ONLY," and must be
6 treated as such pursuant to the terms of this Order. Thereafter, upon selection of
7 specified materials for copying by the inspecting party, the producing party must,
8 within a reasonable time prior to producing those materials to the inspecting party,
9 mark the copies of those materials that contain Confidential Information with the
10 appropriate confidentiality marking.

11 6. Whenever a deposition taken on behalf of any party involves a
12 disclosure of Confidential Information of any party:

13 a. the deposition or portions of the deposition must be designated as
14 containing Confidential Information subject to the provisions of this Order; such
15 designation must be made on the record whenever possible, but a party may
16 designate portions of depositions as containing Confidential Information after
17 transcription of the proceedings; [A] party will have until fourteen (14) days after
18 receipt of the deposition transcript to inform the other party or parties to the action
19 of the portions of the transcript to be designated "CONFIDENTIAL" or
20 "CONFIDENTIAL - FOR COUNSEL ONLY.

21 b. the disclosing party will have the right to exclude from attendance at
22 the deposition, during such time as the Confidential Information is to be disclosed,
23 any person other than the deponent, counsel (including their staff and associates),
24 the court reporter, and the person(s) agreed upon pursuant to paragraph 8 below;
25 and

26 c. the originals of the deposition transcripts and all copies of the
27 deposition must bear the legend "CONFIDENTIAL" or "CONFIDENTIAL - FOR
28 COUNSEL ONLY," as appropriate, and the original or any copy ultimately

1 presented to a court for filing must not be filed unless it can be accomplished under
2 seal, identified as being subject to this Order, and protected from being opened
3 except by order of this Court.

4 7. All Confidential Information designated as "CONFIDENTIAL" or
5 "CONFIDENTIAL - FOR COUNSEL ONLY" must not be disclosed by the
6 receiving party to anyone other than those persons designated within this order and
7 must be handled in the manner set forth below and, in any event, must not be used
8 for any purpose other than in connection with this litigation, unless and until such
9 designation is removed either by agreement of the parties, or by order of the Court.

10 8. Information designated "CONFIDENTIAL - FOR COUNSEL ONLY"
11 must be viewed only by counsel (as defined in paragraph 4) of the receiving party,
12 and by independent experts under the conditions set forth in this Paragraph. The
13 right of any independent expert to receive any Confidential Information will be
14 subject to the advance approval of such expert by the producing party or by
15 permission of the Court. The party seeking approval of an independent expert must
16 provide the producing party with the name and curriculum vitae of the proposed
17 independent expert, and an executed copy of the form attached hereto as Exhibit A,
18 in advance of providing any Confidential Information of the producing party to the
19 expert. Any objection by the producing party to an independent expert receiving
20 Confidential Information must be made in writing within fourteen (14) days
21 following receipt of the identification of the proposed expert. Confidential
22 Information may be disclosed to an independent expert if the fourteen (14) day
23 period has passed and no objection has been made. The approval of independent
24 experts must not be unreasonably withheld.

25 9. Information designated "CONFIDENTIAL" must be viewed only by
26 counsel (as defined in paragraph 3) of the receiving party, by independent experts
27 (pursuant to the terms of paragraph 8), and by the additional individuals listed
28 below, provided each such individual has read this Order in advance of disclosure

1 and has agreed in writing to be bound by its terms:

2 (a) Executives who are required to participate in policy decisions with
3 reference to this action;

4 (b) Technical personnel of the parties with whom Counsel for the parties
5 find it necessary to consult, in the discretion of such counsel, in preparation for trial
6 of this action; and

7 (c) Stenographic and clerical employees associated with the individuals
8 identified above.

9 10. Designation by either party of information or documents as
10 "Confidential" or "CONFIDENTIAL - FOR COUNSEL ONLY" or failure to so
11 designate, will not constitute an admission that information or documents are or
12 are not confidential or trade secrets.

13 11. With respect to material designated "CONFIDENTIAL" or
14 "CONFIDENTIAL – FOR COUNSEL ONLY," any person indicated on the face of
15 the document to be its originator, author or a recipient of a copy of the document,
16 may be shown the same.

17 12. All information which has been designated as "CONFIDENTIAL" or
18 "CONFIDENTIAL -FOR COUNSEL ONLY" by the producing or disclosing party,
19 and any and all reproductions of that information, must be retained in the custody of
20 the counsel for the receiving party identified in paragraph 3, except that
21 independent experts authorized to view such information under the terms of this
22 Order may retain custody of copies such as are necessary for their participation in
23 this litigation.

24 13. Before any materials produced in discovery, answers to
25 interrogatories, responses to requests for admissions, deposition transcripts, or other
26 documents which are designated as Confidential Information are filed with the
27 Court for any purpose, the party seeking to file such material must seek permission
28 of the Court to file the material under seal.

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14. No document shall be filed under seal unless counsel secures a court order allowing the filing of a document under seal. An application to file a document under seal shall be served on opposing counsel, and on the person or entity that has custody and control of the document, if different from opposing counsel. If opposing counsel, or the person or entity who has custody and control of the document, wishes to oppose the application, he/she must contact the chambers of the judge who will rule on the application, to notify the judge’s staff that an opposition to the application will be filed.

15. At any stage of these proceedings, any party may object to a designation of the materials as Confidential Information. The party objecting to confidentiality must notify, in writing, counsel for the designating party of the objected-to materials and the grounds for the objection. If the dispute is not resolved consensually between the parties within seven (7) days of receipt of such a notice of objections, the objecting party may move the Court for a ruling on the objection. The materials at issue must be treated as Confidential Information, as designated by the designating party, until the Court has ruled on the objection or the matter has been otherwise resolved.

16. All Confidential Information must be held in confidence by those inspecting or receiving it, and must be used only for purposes of this action. Counsel for each party, and each person receiving Confidential Information must take reasonable precautions to prevent the unauthorized or inadvertent disclosure of such information. If Confidential Information is disclosed to any person other than a person authorized by this Order, the party responsible for the unauthorized disclosure must immediately bring all pertinent facts relating to the unauthorized disclosure to the attention of the other parties and, without prejudice to any rights and remedies of the other parties, make every effort to prevent further disclosure by the party and by the person(s) receiving the unauthorized disclosure.

1 17. No party will be responsible to another party for disclosure of
2 Confidential Information under this Order if the information in question is not
3 labeled or otherwise identified as such in accordance with this Order.

4 18. If a party, through inadvertence, produces any Confidential
5 Information without labeling or marking or otherwise designating it as such in
6 accordance with this Order, the designating party may give written notice to the
7 receiving party that the document or thing produced is deemed Confidential
8 Information, and that the document or thing produced should be treated as such in
9 accordance with that designation under this Order. The receiving party must treat
10 the materials as confidential, once the designating party so notifies the receiving
11 party. If the receiving party has disclosed the materials before receiving the
12 designation, the receiving party must notify the designating party in writing of each
13 such disclosure. Counsel for the parties will agree on a mutually acceptable manner
14 of labeling or marking the inadvertently produced materials as "CONFIDENTIAL"
15 or "CONFIDENTIAL - FOR COUNSEL ONLY" - SUBJECT TO PROTECTIVE
16 ORDER.

17 19. Nothing within this order will prejudice the right of any party to object
18 to the production of any discovery material on the grounds that the material is
19 protected as privileged or as attorney work product.

20 20. Nothing in this Order will bar counsel from rendering advice to their
21 clients with respect to this litigation and, in the course thereof, relying upon any
22 information designated as Confidential Information, provided that the contents of
23 the information must not be disclosed.

24 21. This Order will be without prejudice to the right of any party to oppose
25 production of any information for lack of relevance or any other ground other than
26 the mere presence of Confidential Information. The existence of this Order must not
27 be used by either party as a basis for discovery that is otherwise improper under the
28 Federal Rules of Civil Procedure.

1 22. Nothing within this order will be construed to prevent disclosure of
2 Confidential Information if such disclosure is required by law or by order of the
3 Court.

4 23. The Parties shall meet and confer regarding the procedures for use of
5 Confidential Materials at trial and shall move the Court for entry of an appropriate
6 order.

7 24. By stipulating to the entry of this Protective Order, no Party waives
8 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
10 Order. Similarly, no Party waives any right to object on any ground to use in
11 evidence of any of the material covered by this Protective Order.

12 25. Upon final termination of this action, including any and all appeals,
13 counsel for each party must, upon request of the producing party, return all
14 Confidential Information to the party that produced the information, including any
15 copies, excerpts, and summaries of that information, or must destroy same at the
16 option of the receiving party, and must purge all such information from all
17 machine-readable media on which it resides. Notwithstanding the foregoing,
18 counsel for each party may retain all pleadings, briefs, memoranda, motions, and
19 other documents filed with the Court that refer to or incorporate Confidential
20 Information, and will continue to be bound by this Order with respect to all such
21 retained information. Further, attorney work product materials that contain
22 Confidential Information need not be destroyed, but, if they are not destroyed, the
23 person in possession of the attorney work product will continue to be bound by this
24 Order with respect to all such retained information.

25 26. The restrictions and obligations set forth within this order will not
26 apply to any information that: (a) the parties agree should not be designated
27 Confidential Information; (b) the parties agree, or the Court rules, is already public
28 knowledge; (c) the parties agree, or the Court rules, has become public knowledge

1 other than as a result of disclosure by the receiving party, its employees, or its
2 agents in violation of this Order; or (d) has come or will come into the receiving
3 party's legitimate knowledge independently of the production by the designating
4 party. Prior knowledge must be established by pre-production documentation.

5 27. The restrictions and obligations within this order will not be deemed to
6 prohibit discussions of any Confidential Information with anyone if that person
7 already has or obtains legitimate possession of that information.

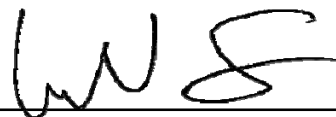
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9 28. Transmission by facsimile is acceptable for all notification purposes
10 within this order.

11 29. This Order may be modified by agreement of the parties, subject to
12 approval by the Court.

13 30. The Court may modify the terms and conditions of this Order for good
14 cause, or in the interest of justice, or on its own order at any time in these
15 proceedings. The parties prefer that the Court provide them with notice of the
16 Court's intent to modify the Order and the content of those modifications, prior to
17 entry of such an order.

18 **IT IS SO ORDERED.**

19 Dated: July 22, 2016



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21 **Hon. William V. Gallo**
United States Magistrate Judge

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

IMAGINE THAT INTERNATIONAL,
INC., a California corporation dba ALL
FOUR PAWS

Plaintiff,

v.

CS TECH US. a Nevada corporation dba
ZENPET and ZENPETUSA.COM, CS
TECH MEXICO, S.A. DE C.V., a
foreign corporation, CHAD GIBSON, an
individual, JEN BARRELLI, an
individual, HECTOR D. CAMPA, an
individual, AND DOES 1-10,
INCLUSIVE,

Defendants,

CS TECH US. a Nevada corporation dba
Zenpet and Zenpetusa.com, CS TECH
MEXICO, S.A. DE C.V., a foreign
corporation, CHAD GIBSON, an
individual, JEN BARRELLI, an
individual, HECTOR D. CAMPA, an
individual, AND DOES 1-10, inclusive,

Counter-Claimants,

v.

IMAGINE THAT INTERNATIONAL,
INC., A California corporation dba ALL
FOUR PAWS,

Counter-Defendant.

CASE NO. 15-cv-01558-GPC-WVG

**AGREEMENT TO BE BOUND BY
PROTECTIVE ORDER**

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I, _____, declare and say that:

1. I am employed as _____
by _____.

2. I have read the Protective Order entered in Imagine That International, Inc. v. CS Tech et al., Case No. 15-cv-01558-GPC-WVG, and have received a copy of the Protective Order.

3. I promise that I will use any and all "CONFIDENTIAL" or "CONFIDENTIAL – FOR COUNSEL ONLY" information, as defined in the Protective Order, given to me only in a manner authorized by the Protective Order, and only to assist counsel in the litigation of this matter.

4. I promise that I will not disclose or discuss "CONFIDENTIAL" or "CONFIDENTIAL – FOR COUNSEL ONLY" with anyone other than the persons described in paragraphs 3, 8 and 9 of the Protective Order.

5. I acknowledge that, by signing this agreement, I am subjecting myself to the jurisdiction of the United States District Court for the Southern District of California with respect to enforcement of the Protective Order.

6. I understand that any disclosure or use of "CONFIDENTIAL" or "CONFIDENTIAL – FOR COUNSEL ONLY" information in any manner contrary to the provisions of the Protective Order may subject me to sanctions for contempt of court.

I declare under penalty of perjury that the foregoing is true and correct.

Date: _____
