

# Exhibit C

# Joint Stipulation Exhibit A

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9 Attorneys for Plaintiff and Counter-defendant  
Perfect 10, Inc.

10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA  
12

13 PERFECT 10, INC., a California  
corporation,

14 Plaintiff,

15 vs.

16 GIGANEWS, INC., a Texas  
17 corporation; LIVEWIRE SERVICES,  
INC., a Nevada corporation; and DOES  
18 1 through 100, inclusive,

19 Defendants.

20 GIGANEWS, INC., a Texas  
21 corporation; LIVEWIRE SERVICES,  
INC., a Nevada corporation; and DOES  
22 1 through 100, inclusive,

23 Counter-claimants,

24 vs.

25 PERFECT 10, INC., a California  
26 corporation,

27 Counter-defendant.  
28

CASE NO. 2:11-CV-07098-ABC-SH

**DISCOVERY MATTER**

*Before Hon. Stephen J. Hillman*

**[PROPOSED] PROTECTIVE ORDER**

Discovery Cut-off: June 30, 2014  
Pretrial Conference: January 19, 2015  
Trial Date: January 27, 2015

1  
2 **PROTECTIVE ORDER**

3 For good cause the Court HEREBY ORDERS as follows pursuant to Rule  
4 26(c) of the Federal Rules of Civil Procedure:

5 1. This Protective Order (“Order”) shall apply to and govern all  
6 depositions, documents produced in response to requests for production of  
7 documents, answers to interrogatories, responses to requests for admission, and all  
8 other discovery pursuant to the Federal Rules of Civil Procedure or furnished  
9 informally by agreement between the parties, as well as testimony adduced at trial  
10 and other information hereafter furnished, directly or indirectly, by or on behalf of  
11 any party or nonparty in connection with this action which that party or nonparty in  
12 good faith believes comprise or reflect proprietary information used by it in, or  
13 pertaining to, its business, which is not generally known and which the party would  
14 normally not reveal to third parties or would cause third parties to maintain in  
15 confidence. This includes, without limitation, trade secrets, financial data, contracts  
16 and agreements, current and future business plans, and marketing documents.<sup>1</sup> The  
17 term “document” as used in this Order shall have the broadest meaning permissible  
18 under the Federal Rules of Civil Procedure and shall include, without limitation, all  
19 “writings,” “recordings” and “photographs” as defined in rule 1001 of the Federal  
20 Rules of Evidence, and any information stored in or through any computer system or  
21 other electronic or optical data storage device.

22 2. Material designated as “Confidential” or “Highly Confidential”  
23 pursuant to this Order (“Confidential or Highly Confidential Material”) shall be used  
24 by any recipients solely for the purpose of conducting this litigation, *Perfect 10, Inc.*  
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26 <sup>1</sup> This Protective Order does not apply to hearings before the Magistrate Judge  
27 or hearings or trial before the District Court. The parties, any party in interest,  
28 and/or the witnesses, can move the Court to seal any court proceeding for reasons  
consistent with this Protective Order.

1 v *Giganews, Inc.*, CV-11-7098-ABC, and not for any other purpose whatsoever, and  
2 such information shall not be disclosed to anyone except as provided herein. No  
3 expert or consultant shall review or gain access to Confidential or Highly  
4 Confidential Material unless he or she has executed the Notification of Protective  
5 Order and Undertaking (attached as Exhibit A). Receiving parties, experts, and  
6 consultants must store and maintain Confidential or Highly Confidential Material at  
7 a location and in a secure manner that ensures that access is limited to the persons  
8 authorized under this Order. The recipient of any material designated under this  
9 Order shall use its best efforts, but at no time less than reasonable efforts under the  
10 circumstances, to maintain the confidentiality of such information.

11 **CONFIDENTIAL DESIGNATION OF MATERIAL**

12 3. Any information or materials produced by any party or nonparty as part  
13 of discovery in this action may be designated “Confidential” by such party or  
14 nonparty pursuant to Paragraph 4 of this Order.

15 4. The designation of information or material as “Confidential” for  
16 purposes of this Order shall be made in the following manner by the party or  
17 nonparty seeking protection:

18 (a) In the case of documents, exhibits, briefs, memoranda,  
19 interrogatory responses, responses to requests for admission, or other materials  
20 (apart from depositions or other pretrial or trial testimony): by affixing a plainly  
21 visible confidentiality designation legend to: (i) the cover page of such document  
22 saying either “Confidential” or “This Document Contains Material Designated as  
23 Confidential Pursuant to the Protective Order Entered in this Case”; and (ii) each  
24 page containing any confidential information or material; or (iii) physically on the  
25 outside of any media for storing electronic documents, at the time such documents  
26 are produced or such information is disclosed, or as soon thereafter as the party or  
27 nonparty seeking protection becomes aware of the confidential nature of the  
28 information or material disclosed and sought to be protected hereunder.

1 (b) In the case of depositions or other pretrial or trial testimony: (i)  
2 by a statement on the record, by counsel, during such deposition or other pretrial or  
3 trial proceeding that the entire transcript or a portion thereof shall be designated  
4 hereunder; or (ii) by written notice of such designation sent by counsel to all parties  
5 within ten (10) days after the delivery to counsel of the transcript of the deposition.  
6 At or before a deposition, the deponent or his counsel, or any other counsel of  
7 record, acting in good faith, may invoke the provisions of this Order in a timely  
8 manner, giving adequate warning to counsel for the party or nonparty that testimony  
9 about to be given is deemed protected under this Order. The parties may modify this  
10 procedure for any particular deposition or proceeding through agreement on the  
11 record at such deposition or proceeding or otherwise by written stipulation, without  
12 approval of the Court. If any document or information designated under this Order  
13 is used during the course of a deposition, that portion of the deposition record  
14 reflecting such confidential information shall be sealed and stamped accordingly,  
15 and access thereto shall be limited pursuant to the other terms of this Order.

16 (c) A party or nonparty furnishing documents and things to another  
17 party shall have the option to require that all or batches of documents and things be  
18 treated as confidential during inspection and to make its designations of particular  
19 documents and things at the time copies of documents and things are produced or  
20 furnished.

21 5. Information or material designated as “Confidential” under this Order,  
22 or copies or extracts thereof, may be disclosed, described, characterized, or  
23 otherwise communicated or made available in whole or in part only to the following  
24 persons:

25 (a) Outside counsel of record in this litigation and staff and  
26 supporting personnel of such attorneys, such as paralegals, secretaries, stenographic  
27 and clerical employees and contractors; and outside copying, imaging and  
28 presentation services (if used), who are working on this litigation under the direction

1 of such attorneys and to whom it is necessary that the materials be disclosed for the  
2 purposes of this litigation.

3 (b) In-house counsel for the parties herein who are necessary for the  
4 furtherance of this litigation and in-house paralegal;

5 (c) One officer of each of the parties;

6 (d) Subject to Paragraph 6 and 8 herein, persons who are expressly  
7 retained or sought to be retained by a party as consultants or testifying experts, such  
8 as accountants, statisticians, economists, industry or technical experts; provided that  
9 the disclosure of “Confidential” material to any persons under this subparagraph  
10 shall only be to the extent necessary to perform their work on this litigation.

11 (e) Subject to Paragraph 8 herein, any other persons who are  
12 designated to receive material designated “Confidential” by order of this Court after  
13 notice to the parties, or by written stipulation of the parties.

14 (f) Subject to Paragraph 7 and Paragraph 8 herein, any person who  
15 gives testimony in deposition or trial in this action.

16 (g) The Court and Court personnel.

17 (h) Subject to Paragraph 8, court reporters, interpreters and  
18 videographers employed in connection with this action.

19 (i) The parties retain the right to apply to the Court for an order  
20 restricting certain individuals from access to certain information. To accomplish  
21 this, counsel of a party wishing to restrict access to information shall produce the  
22 information (i.e. document) to all counsel for which there is no objection, with a  
23 request that the information not be disseminated to other individuals involved in this  
24 litigation pending further order of the Court. The moving party shall, thereafter,  
25 within seven (7) days, file the information under seal with the Magistrate Judge and  
26 identify the person (by name and title) who the moving party objects to seeing the  
27 information and why the moving party believes the information should not be  
28 received by this person(s). If the Court is inclined to grant the order, it will notify

1 the aggrieved party and invite briefing and/or oral argument before issuing an order.

2         6. For the purposes of this Order, a consultant shall be restricted to a  
3 person who is retained or employed as a bona fide consultant or expert for purposes  
4 of this litigation, whether full or part time, by or at the direction of counsel for a  
5 party, and who is not retained by, employed by, or otherwise affiliated with any  
6 party to this action. The name, business address, curriculum vitae (“CV”) and  
7 affiliation of each such consultant or testifying expert must be disclosed to the  
8 producing party at least five (5) court days (the “Objection Period”) prior to such  
9 person’s review of material designated under this Order. The CV shall contain a list  
10 of all present employers/clients as well as all past employers/clients for the 36  
11 months preceding the date of employment in this case. During the Objection Period,  
12 counsel for the designating party shall have the opportunity to oppose the proposed  
13 disclosure. Any party opposing disclosure shall within such Objection Period  
14 provide the other party with a written objection, setting forth in reasonable detail the  
15 specific grounds for such opposition. If no written objection is received by 5:00  
16 p.m., Pacific Standard Time, on the fifth day following the date of disclosure of the  
17 identity of the proposed consultant or testifying expert, then the party seeking to  
18 disclose may do so and failure to object shall constitute waiver of the specific  
19 objection. However, after the Objection Period has expired without objection, a  
20 party may still move the Magistrate Judge to allow it to object to an expert if it can  
21 show: (a) there is new, material information relating to the expert, which was not  
22 available to the moving party within the Objection Period; and (b) had the moving  
23 party been aware of the information at the time, the moving party would have  
24 objected to the expert. In the event that an objection is received, the objecting party  
25 shall, within two (2) court days send to the other party by email or facsimile or next  
26 business day delivery its portion of a joint stipulation, modeled on the procedure  
27 used by this District, to be furnished the Court in connection with any motion  
28 regarding the objection. Within three (3) court days of receipt of such portion of the



1 joint stipulation, the party seeking to disclose shall send its portion of a joint  
2 stipulation to the objecting party by email or facsimile or next business day delivery.  
3 Within two (2) court days of receipt of both portions of the joint stipulation, the  
4 objecting party shall file the joint stipulation, with the Court and both parties shall  
5 seek a hearing at the Court's earliest convenience. In the event such resolution by  
6 the Court is necessary, the material at issue shall not be disclosed to the consultant or  
7 testifying expert pending resolution of the issue by the Court.

8 7. Each person set forth in Paragraph 5 to be examined as a witness, may  
9 be so examined at trial or during a deposition concerning any information or  
10 material designated under this Order, which that person had lawfully received or  
11 authored prior to and apart from this action. During examination, any such witness  
12 may be shown information or material designated under this Order by a party which  
13 appears on its face or from other documents or testimony to have been received or  
14 authored by that witness from, or communicated to that witness by, that same party  
15 provided that the examining party makes a reasonable effort to obtain the  
16 compliance of the witness with Paragraph 8.

17 8. Each person set forth in Paragraph 5 who is not (i) outside counsel to a  
18 party to this litigation, or staff directly employed by such outside counsel; or (ii) the  
19 Court or Court personnel to whom material designated under this Order is to be  
20 disclosed, shall, prior to receiving such material, be furnished with a copy of this  
21 Order, a copy of the Court's Notification of Protective Order and Undertaking,  
22 which the person shall read and sign (Attached as Exhibit A). Counsel for the party  
23 seeking to disclose material designated under this Order to any such person pursuant  
24 to this paragraph shall be responsible for permanently retaining the executed  
25 originals of such Notifications.

26 9. All Confidential or Highly Confidential Material shall be securely  
27 maintained in a manner intended to preserve confidentiality. Access to such material  
28 shall be permitted only to those designated persons set forth in Paragraph 5 above as

1 persons properly having access thereto. The recipient of any material designated  
2 under this Order shall use its best efforts, but at no time less than reasonable efforts  
3 under the circumstances, to maintain the confidentiality of such information.

4 10. Nothing contained in this Order shall affect the right of any party to  
5 make any objection, claim any privilege, or otherwise contest any request for  
6 production of documents, interrogatory, request for admission, subpoena, or  
7 question at a deposition or to seek further relief or protective order from the Court as  
8 permitted by the Federal Rules of Civil Procedure. Nothing in this Order shall  
9 constitute an admission or waiver of any claim or defense by any party.

10 11. In the event that counsel for any party determines to file or submit to  
11 this Court any information or material designated Confidential pursuant to this Order  
12 (“Confidential Information”), or any papers containing or making reference to such  
13 information (the “Filing Party”), those materials shall be filed under seal, in sealed  
14 envelopes on which shall be endorsed the caption of this action and a statement  
15 substantially in the following form:

16 **CONFIDENTIAL**

17 This envelope contains documents that are subject to an  
18 order governing discovery and the use of confidential  
19 discovery material entered by the Court in this action. The  
20 envelope shall not be opened or the contents thereof  
21 displayed or revealed except by Order of the Court.  
Violation hereof may be regarded as contempt of the Court.

22 Subject to the Court’s convenience and needs, documents filed under seal shall be  
23 kept under seal by the Clerk until further Order of the Court.

24 12. Any documents and information produced by nonparties, pursuant to  
25 subpoena or otherwise may be designated pursuant to the terms of this Order by any  
26 party or nonparty.

27 13. A party shall not be obligated to challenge the propriety of material  
28 designated under this Order at the time the designation is made and failure to do so

1 shall not preclude a subsequent challenge thereto. In the event that any party to this  
2 litigation disagrees at any state of these proceedings with such designation, such  
3 party shall provide to the designating person or entity a letter detailing its objection  
4 to the designation. The designating person or entity shall respond by letter within  
5 three (3) court days to such letter. If not resolved, the objecting party may file a  
6 motion objecting to the designation. In any such motion, the burden of proving that  
7 information has been properly designated under this Order is on the person or entity  
8 making such designation.

9 **HIGHLY CONFIDENTIAL DESIGNATION OF MATERIALS**

10 14. The parties may further designate certain material or testimony of a  
11 highly confidential and/or proprietary nature as “Highly Confidential,” in the  
12 manner for confidential designation set forth in Paragraph 4 herein. The “Highly  
13 Confidential” designation may be challenged in the manner set forth in Paragraph 13  
14 herein. Materials designated “Highly Confidential” (“Highly Confidential  
15 Material”) shall be subject to the following protections, which are in addition to  
16 those protections applicable to documents designated “Confidential” under this  
17 Order. Highly Confidential Material may be accessed, copied, or held by only (i) all  
18 counsel of record and necessary support staff working under the lawyers’  
19 supervision; (ii) outside consultants and experts who have signed the attached  
20 Notification of Protective Order and Undertaking and who qualify for access to the  
21 materials in a manner set forth in Paragraph 6 herein; and (iii) one officer of each of  
22 the parties who shall also sign the attached Notification of Protective Order and  
23 Undertaking, but shall not be disclosed to any other officer, director or employee of  
24 a party, unless otherwise agreed or ordered. Designation of material as Highly  
25 Confidential shall be severely restricted only to those materials for which there is a  
26 legitimate reason to restrict access. The designating party shall have the burden of  
27 establishing that there is a legitimate reason for designating materials as Highly  
28 Confidential.

1           15. The parties may also designate certain electronic data as “Highly  
2 Confidential Electronic Data: in the manner for confidential designation set forth in  
3 Paragraph 4 herein, in which case the following protections shall apply, which are in  
4 addition to the protections set forth for Confidential and Highly Confidential  
5 Material above. Each of Fenwick & West, LLP; and Krause, Krause, Kalfayan,  
6 Benink & Slavins, LLP or Perfect 10, Inc., shall designate one of its attorneys to  
7 function as the Custodian of any Highly Confidential Electronic Data produced to  
8 the firm under this Order. Each Custodian shall execute a statement to be provided  
9 to opposing counsel upon execution, confirming that he or shell will maintain any  
10 Highly Confidential Electronic Data produced to his or her firm in compliance with  
11 all the terms of this Order.

12           16. Except as hereinafter provided, the copies of Highly Confidential  
13 Electronic Data will not be duplicated or furnished to others. The Custodians will  
14 ensure that Highly Confidential Electronic Data will be protected from  
15 dissemination, including by the following means:

16           (a) At each location, any Highly Confidential Electronic Data will be  
17 kept in a secure location when not being actively accessed.

18           (b) At each location, counsel for the receiving parties and consultants  
19 and experts who have signed the Notification of Protective Order will maintain a log  
20 of those counsel of record, support personnel working under their direct supervision,  
21 one officer of the party, and experts or consultants who have accessed Highly  
22 Confidential Electronic Data. The log entries will include the date and time of any  
23 such access. Before gaining access for the first time to Highly Confidential  
24 Electronic Data, such person otherwise qualifying under Paragraph 14 will review  
25 this Order and attest to having read and understood it, which also will be recorded on  
26 the log. In the event of a dispute involving any alleged violation of this Order,  
27 counsel may obtain immediate copies of the logs from each location by written  
28 notice to the opposing Custodian.

1 (c) Except as needed for use in depositions, court filings under seal,  
2 or trial, no copies of Highly Confidential Electronic Data, or work product  
3 containing portions of such data, shall be taken from the offices of counsel of record  
4 or consultants and experts who have signed the Notification of Protective Order and  
5 Undertaking, and no computer that contains any of the Highly Confidential  
6 Electronic Data or portions of such data shall be connected to a computer network of  
7 any sort while it contains the Highly Confidential Electronic Data or portions of  
8 such data.

9 (d) In the event that a Custodian becomes aware of any breach of the  
10 provisions of this Order, he or she shall promptly alert opposing counsel of any such  
11 breach.

12 17. Other than for the purposes of this Action, subject to the restrictions of  
13 this Order, those permitted access to Highly Confidential Material or Highly  
14 Confidential Electronic Data under this Order shall not disclose contents of such  
15 material to any other person at any time and shall never use any information gained  
16 from access to or review of such materials for any purpose or reasons other than for  
17 the purposes of this action.

18 18. Upon the conclusion of the Action, the Highly Confidential Material or  
19 Highly Confidential Electronic Data shall be either returned or disposed of as set  
20 forth in Paragraph 27 herein and counsel of record shall gather all such material and  
21 destroy and certify as destroyed such materials, except that one archival copy of  
22 each party's Highly Confidential Material or Highly Confidential Electronic Data  
23 may be securely retained by counsel maintaining such material.

24 **OTHER PROVISIONS**

25 19. Nothing in this Order shall preclude any party to the lawsuit or its  
26 counsel: (a) from showing a document designated under this Order to an individual  
27 who either prepared or reviewed the document prior to the filing of this action; or (b)  
28 from disclosing or using, in any manner or for any purpose, any information or

1 documents from the party's own files which the party itself has designated under this  
2 Order.

3 20. Nothing in this Order shall prevent disclosure beyond the terms of this  
4 Order if the party designating material consents in writing to such disclosure, or if a  
5 court orders such disclosure. A party requested to disclose material designated  
6 under this Order to a nonparty pursuant to a validly served subpoena civil  
7 investigative demand, discovery procedure permitted under the Federal Rules of  
8 Civil Procedure or other formal discovery request shall object to its production to the  
9 extent permitted by applicable law and notify the requesting nonparty of the  
10 existence of this Order and that the material requested by the nonparty has been  
11 designated under this Order and shall further give notice of such request, by email or  
12 facsimile and next business day delivery, upon the party which designated the  
13 material as soon as is reasonably possible, but in all instances sufficiently prior to  
14 the date on which such confidential material is to be produced to the nonparty. Once  
15 such notice is given, the designating party shall take all steps it believes are  
16 necessary to protect the Confidential materials and the non-designating party is not  
17 required to take any further action.

18 21. If a party inadvertently fails to designate material and/or information  
19 when producing or otherwise disclosing such material and/or information, it shall  
20 not be deemed a waiver in whole or in part of a party's claim of confidentiality,  
21 either as to the specific information disclosed or as to any other information relating  
22 thereto or on the same or related subject matter. As soon as the receiving party has  
23 knowledge of the inadvertent production, the information must be treated as if it had  
24 been designated under this Protective Order, and the receiving party must endeavor  
25 in good faith to obtain all copies of the document which it distributed or disclosed to  
26 persons not authorized to access such information by Paragraphs 5 or 14 above, as  
27 well as any copies made by such persons. The costs of doing so shall be paid by the  
28 designating party.

1           22. All counsel for the parties who have access to information or material  
2 designated under this Order acknowledge that they are bound by this Order and  
3 submit to the jurisdiction of this court for purposes of enforcing this Order.

4           23. Entering into, agreeing to, and/or producing or receiving information or  
5 material designated under this Order, or otherwise complying with the terms of this  
6 Order shall not:

7           (a) operate as an admission by any party that any particular  
8 information or material designated under this Order contains or reflects trade secrets,  
9 proprietary or commercially sensitive information or any other type of confidential  
10 information;

11           (b) operate as an admission by any party that the restrictions and  
12 procedures set forth herein constitute or do not constitute adequate protection for any  
13 particular information designated under this Order;

14           (c) prejudice in any way the rights of any party to object to the  
15 production of documents they consider not subject to discovery;

16           (d) prejudice in any way the rights of any party to object to the  
17 authenticity or admissibility into evidence of any document, testimony or other  
18 evidence subject to this Order;

19           (e) prejudice in any way the rights of any party to seek a  
20 determination by the court whether any information or material should be subject to  
21 the terms of this Order.

22           (f) prejudice in any way the rights of any party to petition the Court  
23 for a further protective order relating to any purportedly confidential information;

24           (g) prevent the parties to this Order from agreeing in writing or on  
25 the record during a deposition or hearing in this action to alter or waive the  
26 provisions or protections provided for herein with respect to any particular  
27 information or material with written or on the record consent of the party disclosing  
28 such information.

1           24. This Order shall not be construed to apply to any information that: (a) is  
2 available to the public other than through a breach of this Order or other duty of  
3 confidentiality; (b) a receiving party can demonstrate was already known to the party  
4 at the time of disclosure and was not subject to conditions or confidentiality; or (c) a  
5 receiving party can demonstrate was developed by that party independently or any  
6 disclosure by a designating party or nonparty.

7           25. In the event that information in the possession or control of a person or  
8 entity involves the confidentiality rights of a nonparty or its disclosure would violate  
9 a protective order issued in another action, the party with possession or control of  
10 the information will promptly attempt to obtain the consent of the nonparty to  
11 disclose the information under this Order. If the consent of the nonparty is refused  
12 or otherwise cannot be obtained, the party will promptly thereafter notify the party  
13 seeking discovery by the written response due date for such discovery of: (a) the  
14 existence and description (to the extent disclosable) of the information without  
15 producing such information; and (b) the identity of the nonparty (provided, however,  
16 that such disclosure of the identity of the nonparty does not violate any  
17 confidentiality obligations). The party seeking discovery may then make further  
18 application to the nonparty or seek an order to compel discovery.

19           26. Within sixty (60) days after the final termination of litigation between  
20 the parties (including appeals), all material designated under this Order and all  
21 copies thereof (including summaries and excerpts) shall be either returned to the  
22 party that produced it or destroyed and certification of destruction supplied to the  
23 producing party; provided, however, that for each party, counsel who is entitled  
24 access to such designated material pursuant to this Order may retain one complete  
25 and unredacted set of its work product that contains designated material as well as  
26 pleadings and papers filed with the Court or served on the other party solely for  
27 reference in the event of, and only in the event of, further proceedings or litigation  
28 between the parties, a dispute over such counsel's performance, or a dispute over the



1 use or dissemination of material designated under this Order. Such retained copy of  
2 pleadings and papers shall be maintained in a file accessible only by properly  
3 authorized counsel under the provisions of, and bound by, this Order. This Order  
4 shall survive the final termination of this litigation with respect to any such retained  
5 confidential material and the Court shall retain jurisdiction to resolve any dispute  
6 concerning the use of information disclosed hereunder.

7 **SCOPE**

8 27. The protections conferred by this Order cover not only the materials  
9 designated “Confidential” and/or “Highly Confidential” (as defined above), but also  
10 (1) any information copied or extracted from such material; (2) all copies, excerpts,  
11 summaries, or compilations of “Confidential” and/or “Highly Confidential”  
12 material; and (3) any testimony, conversations, or presentations by Parties or their  
13 Counsel that might reveal “Confidential” and/or “Highly Confidential” material.  
14 However, the protections conferred by this Order do not cover the following  
15 information: (a) any information that is in the public domain at the time of disclosure  
16 to a receiving party or becomes part of the public domain after its disclosure to a  
17 receiving party as a result of publication not involving a violation of this Order,  
18 including becoming part of the public record through trial or otherwise; and (b) any  
19 information known to the receiving party prior to the disclosure or obtained by the  
20 receiving party after the disclosure from a source who obtained the information  
21 lawfully and under no obligation of confidentiality to the designating party. Any use  
22 of “Confidential” and/or “Highly Confidential” material at trial shall be governed by  
23 a separate agreement or order.

24 **DURATION**

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

1 with prejudice; and (2) final judgment herein after the completion and exhaustion of  
2 all appeals, rehearings, remands, trials, or reviews of this action, including the time  
3 limits for filing any motions or applications for extension of time pursuant to  
4 applicable law.

5 DATED: December 10, 2013 PERFECT 10, INC.

6  
7 By \_\_\_\_\_  
8 Lynell D. Davis  
9 Attorney for Plaintiff P10, Inc.

10 **IT IS SO ORDERED.**

11  
12 DATED: \_\_\_\_\_  
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14 HONORABLE STEPHEN J. HILLMAN  
15 United States Magistrate Judge  
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**EXHIBIT A: ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under  
penalty of perjury that I have read in its entirety and understand the Stipulated  
Protective Order that was issued by the United States District Court for the Central  
District of California on \_\_\_\_\_ [date] in the case of *Perfect 10, Inc. v.*  
*Giganeews, Inc.*, Case No. 2:1- CV-07098-ABC-SH. I agree to comply with and to  
be bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and punishment  
in the nature of contempt. I solemnly promise that I will not disclose in any manner  
any information or item that is subject to this Stipulated Protective Order to any  
person or entity except in strict compliance with the provisions of this Order.

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

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

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

Printed name: \_\_\_\_\_  
Print name here

Signature: \_\_\_\_\_  
Sign here