

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MALIBU MEDIA, LLC.)

)

Plaintiff,)

)

v.)

Civil Action Case No. 13-cv-6312

)

JOHN DOE)

)

Defendant)

The Hon. Geraldine S. Brown

)

)

)

[Agreed] Confidentiality Order

1

[if by agreement] [The parties to this Agreed Confidentiality Order have agreed to the terms of this Order; accordingly, it is ORDERED:]

[if not fully agreed] A non-party to this action, Excipio GmbH, has moved that the Court enter a confidentiality order. The Court has determined that the terms set forth herein are appropriate to protect the respective interests of the parties, the public, and the Court. Accordingly, it is ORDERED:

1. Scope. All materials produced or adduced in the course of discovery, including initial disclosures, responses to discovery requests, deposition testimony and exhibits, and information derived directly therefrom (hereinafter collectively

1 Counsel should include or delete language in brackets as necessary to the specific case. **Any other changes to this model order must be shown by redlining that indicates both deletions and additions to the model text.** Counsel may also modify this model order as appropriate for the circumstances of the case. This model order is for the convenience of the parties and the court and not intended to

Exhibit C

create a presumption in favor of the provisions in this model order and against alternative language proposed by the parties. The court will make the final decision on the terms of any order notwithstanding the agreement of the parties.

“documents”), shall be subject to this Order concerning Confidential Information as defined below. This Order is subject to the Local Rules of this District and the Federal Rules of Civil Procedure on matters of procedure and calculation of time periods. For any source code produced in the action, the attached Source Code Addendum (Attachment B) shall apply thereto.

2. Confidential Information. As used in this Order, “Confidential Information” means information designated as “CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER” by the producing party that falls within one or more of the following categories: (a) information prohibited from disclosure by statute; (b) information that reveals trade secrets; (c) research, technical, commercial or financial information that the party has maintained as confidential; (d) medical information concerning any individual; (e) personal identity information; (f) income tax returns (including attached schedules and forms), W-2 forms and 1099 forms; or (g) personnel or employment records of a person who is not a party to the case Information or documents that are available to the public may not be designated as Confidential Information.

3. Designation.

(a) A party may designate a document as Confidential Information for protection under this Order by placing or affixing the words “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” on the document and on all copies in a manner that will not interfere with the legibility of the document. As used in this Order, “copies” includes electronic images, duplicates, extracts, summaries or descriptions that contain

category shall be described in paragraph 2 with the additional language redlined to show the change in the proposed Order.

the Confidential Information. The marking “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” shall be applied prior to or at the time of the documents are produced or disclosed. Applying the marking “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” to a document does not mean that the document has any status or protection by statute or otherwise except to the extent and for the purposes of this Order. Any copies that are made of any documents marked “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” shall also be so marked, except that indices, electronic databases or lists of documents that do not contain substantial portions or images of the text of marked documents and do not otherwise disclose the substance of the Confidential Information are not required to be marked.

(b) The designation of a document as Confidential Information is a certification by an attorney or a party appearing pro se that the document contains Confidential Information as defined in this order.³

4. Depositions.⁴

Alternative A. Deposition testimony is protected by this Order only if designated as “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” on the record at the time the testimony is taken. Such designation shall be specific as to the portions that contain

³ An attorney who reviews the documents and designates them as CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER must be admitted to the Bar of at least one state but need not be admitted to practice in the Northern District of Illinois unless the lawyer is appearing generally in the case on behalf of a party. By designating documents confidential pursuant to this Order, counsel submits to the jurisdiction and sanctions of this Court on the subject matter of the designation.

⁴ The parties or movant seeking the order shall select one alternative for handling deposition testimony and delete by redlining the alternative provision that is not chosen.

Confidential Information. Deposition testimony so designated shall be treated as Confidential Information protected by this Order until fourteen days after delivery of the transcript by the court reporter to any party or the witness. Within fourteen days after delivery of the transcript, a designating party may serve a Notice of Designation to all parties of record identifying the specific portions of the transcript that are designated Confidential Information, and thereafter those portions identified in the Notice of Designation shall be protected under the terms of this Order. The failure to serve a timely Notice of Designation waives any designation of deposition testimony as Confidential Information that was made on the record of the deposition, unless otherwise ordered by the Court.

Alternative B. Unless all parties agree on the record at the time the deposition testimony is taken, all deposition testimony taken in this case shall be treated as Confidential Information until the expiration of the following: No later than the fourteenth day after the transcript is delivered to any party or the witness, and in no event later than 60 days after the testimony was given, Within this time period, a party may serve a Notice of Designation to all parties of record as to specific portions of the testimony that are designated Confidential Information, and thereafter only those portions identified in the Notice of Designation shall be protected by the terms of this Order. The failure to serve a timely Notice of Designation shall waive any designation of testimony taken in that deposition as Confidential Information, unless otherwise ordered by the Court.

5. Protection of Confidential Material.

(a) **General Protections.** Confidential Information shall not be used or disclosed by the parties, counsel for the parties or any other persons identified in subparagraph (b) for any purpose whatsoever other than in this litigation, including any appeal thereof. **[INCLUDE IN PUTATIVE CLASS ACTION CASE:** In a putative class action, Confidential Information may be disclosed only to the named plaintiff(s) and not to any other member of the putative class unless and until a class including the putative member has been certified.]

(b) **Limited Third-Party Disclosures.** The parties and counsel for the parties shall not disclose or permit the disclosure of any Confidential Information to any third person or entity except as set forth in subparagraphs (1)-(9). Subject to these requirements, the following categories of persons may be allowed to review Confidential Information:

- (1) **Counsel.** Counsel for the parties and employees of counsel who have responsibility for the action;
- (2) **Parties.** Individual parties and employees of a party but only to the extent counsel determines in good faith that the employee's assistance is reasonably necessary to the conduct of the litigation in which the information is disclosed;
- (3) **The Court and its personnel;**
- (4) **Court Reporters and Recorders.** Court reporters and recorders engaged for depositions;
- (5) **Contractors.** Those persons specifically engaged for the limited purpose of making copies of documents or organizing or processing documents, including outside vendors hired to process electronically stored documents;

- (6) **Consultants and Experts.** Consultants, investigators, or experts employed by the parties or counsel for the parties to assist in the preparation and trial of this action but only after such persons have completed the certification contained in Attachment A, Acknowledgment of Understanding and Agreement to Be Bound;
- (7) **Witnesses at depositions.** During their depositions, witnesses in this action to whom disclosure is reasonably necessary. Witnesses shall not retain a copy of documents containing Confidential Information, except witnesses may receive a copy of all exhibits marked at their depositions in connection with review of the transcripts. Pages of transcribed deposition testimony or exhibits to depositions that are designated as Confidential Information pursuant to the process set out in this Order must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Order.
- (8) **Author or recipient.** The author or recipient of the document (not including a person who received the document in the course of litigation); and
- (9) **Others by Consent.** Other persons only by written consent of the producing party or upon order of the Court and on such conditions as may be agreed or ordered.

(c) **Control of Documents.** Counsel for the parties shall make reasonable efforts to prevent unauthorized or inadvertent disclosure of Confidential Information. Counsel shall maintain the originals of the forms signed by persons acknowledging their obligations under this Order for a period of three years after the termination of the case.

6. Inadvertent Failure to Designate. An inadvertent failure to designate a document as Confidential Information does not, standing alone, waive the right to so designate the document; provided, however, that a failure to serve a timely Notice of Designation of deposition testimony as required by this Order, even if inadvertent, waives any protection for deposition testimony. If a party designates a document as

Confidential Information after it was initially produced, the receiving party, on notification of the designation, must make a reasonable effort to assure that the document is treated in accordance with the provisions of this Order. No party shall be found to have violated this Order for failing to maintain the confidentiality of material during a time when that material has not been designated Confidential Information, even where the failure to so designate was inadvertent and where the material is subsequently designated Confidential Information.

7. Filing of Confidential Information. This Order does not, by itself, authorize the filing of any document under seal. Any party wishing to file a document designated as Confidential Information in connection with a motion, brief or other submission to the Court must comply with LR 26.2.

8. No Greater Protection of Specific Documents. Except on privilege grounds not addressed by this Order, no party may withhold information from discovery on the ground that it requires protection greater than that afforded by this Order unless the party moves for an order providing such special protection.

9. Challenges by a Party to Designation as Confidential Information. The designation of any material or document as Confidential Information is subject to challenge by any party. The following procedure shall apply to any such challenge.

(a) Meet and Confer. A party challenging the designation of Confidential Information must do so in good faith and must begin the process by conferring directly with counsel for the designating party. 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 designation, and, if no change in designation is offered, to explain the basis for the designation. The designating party must respond to the challenge within five (5) business days.

(b) Judicial Intervention. A party that elects to challenge a confidentiality designation may file and serve a motion that identifies the challenged material and sets forth in detail the basis for the challenge. Each such motion must be accompanied by a competent declaration that affirms that the movant has complied with the meet and confer requirements of this procedure. The burden of persuasion in any such challenge proceeding shall be on the designating party. Until the Court rules on the challenge, all parties shall continue to treat the materials as Confidential Information under the terms of this Order.

10. Action by the Court. Applications to the Court for an order relating to materials or documents designated Confidential Information shall be by motion. Nothing in this Order or any action or agreement of a party under this Order limits the Court's power to make orders concerning the disclosure of documents produced in discovery or at trial.

11. Use of Confidential Documents or Information at Trial. Nothing in this Order shall be construed to affect the use of any document, material, or information at any trial or hearing. A party that intends to present or that anticipates that another party may present Confidential information at a hearing or trial shall bring that issue to the Court's and parties' attention by motion or in a pretrial memorandum without disclosing

the Confidential Information. The Court may thereafter make such orders as are necessary to govern the use of such documents or information at trial.

12. Confidential Information Subpoenaed or Ordered Produced in Other Litigation.

(a) If a receiving party is served with a subpoena or an order issued in other litigation that would compel disclosure of any material or document designated in this action as Confidential Information, the receiving party must so notify the designating party, in writing, immediately and in no event more than three court days after receiving the subpoena or order. Such notification must include a copy of the subpoena or court order.

(b) The receiving party also must immediately inform in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is the subject of this Order. In addition, the receiving party must deliver a copy of this Order promptly to the party in the other action that caused the subpoena to issue.

(c) The purpose of imposing these duties is to alert the interested persons to the existence of this Order and to afford the designating party in this case an opportunity to try to protect its Confidential Information in the court from which the subpoena or order issued. The designating party shall bear the burden and the expense of seeking protection in that court of its Confidential Information, and nothing in these provisions should be construed as authorizing or encouraging a receiving party in this action to disobey a lawful directive from another court. The obligations set forth

in this paragraph remain in effect while the party has in its possession, custody or control Confidential Information by the other party to this case.

13. Challenges by Members of the Public to Sealing Orders. A party or interested member of the public has a right to challenge the sealing of particular documents that have been filed under seal, and the party asserting confidentiality will have the burden of demonstrating the propriety of filing under seal.

14. Obligations on Conclusion of Litigation.

(a) Order Continues in Force. Unless otherwise agreed or ordered, this Order shall remain in force after dismissal or entry of final judgment not subject to further appeal.

(b) Obligations at Conclusion of Litigation. Within sixty-three days after dismissal or entry of final judgment not subject to further appeal, all Confidential Information and documents marked “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” under this Order, including copies as defined in ¶ 3(a), shall be returned to the producing party unless: (1) the document has been offered into evidence or filed without restriction as to disclosure; (2) the parties agree to destruction to the extent practicable in lieu of return;⁵ or (3) as to documents bearing the notations, summations, or other mental impressions of the receiving party, that party elects to destroy the documents and certifies to the producing party that it has done so.

⁵ The parties may choose to agree that the receiving party shall destroy documents containing Confidential Information and certify the fact of destruction, and that the receiving party shall not be required to locate, isolate and return e-mails (including attachments to e-mails) that may include Confidential Information, or Confidential Information contained in deposition transcripts or drafts or final expert reports.

(c) Retention of Work Product and one set of Filed Documents.

Notwithstanding the above requirements to return or destroy documents, counsel may retain (1) attorney work product, including an index that refers or relates to designated Confidential Information so long as that work product does not duplicate verbatim substantial portions of Confidential Information, and (2) one complete set of all documents filed with the Court including those filed under seal. Any retained Confidential Information shall continue to be protected under this Order. An attorney may use his or her work product in subsequent litigation, provided that its use does not disclose or use Confidential Information.

(d) Deletion of Documents filed under Seal from Electronic Case

Filing (ECF) System. Filings under seal shall be deleted from the ECF system only upon order of the Court.

15. Order Subject to Modification. This Order shall be subject to modification by the Court on its own initiative or on motion of a party or any other person with standing concerning the subject matter.

16. No Prior Judicial Determination. This Order is entered based on the representations and agreements of the parties and for the purpose of facilitating discovery. Nothing herein shall be construed or presented as a judicial determination that any document or material designated Confidential Information by counsel or the parties is entitled to protection under Rule 26(c) of the Federal Rules of Civil Procedure or otherwise until such time as the Court may rule on a specific document or issue.

17. Persons Bound. This Order shall take effect when entered and shall be binding upon all counsel of record and their law firms, the parties, and persons made subject to this Order by its terms.

So Ordered.

Dated:

U.S. District Judge
U.S. Magistrate Judge

[Delete signature blocks if not wholly by agreement]

**WE SO MOVE
and agree to abide by the
terms of this Order**

**WE SO MOVE
and agree to abide by the
terms of this Order**

Signature

Signature

Printed Name

Printed Name

Counsel for: _____

Counsel for: _____

Dated:

Dated:

ATTACHMENT A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

Plaintiff

)
)
)

Civil No.

Defendant

)))
)

**ACKNOWLEDGMENT
AND
AGREEMENT TO BE BOUND**

The undersigned hereby acknowledges that he/she has read the Confidentiality Order dated _____ in the above-captioned action and attached hereto, understands the terms thereof, and agrees to be bound by its terms. The undersigned submits to the jurisdiction of the United States District Court for the Northern District of Illinois in matters relating to the Confidentiality Order and understands that the terms of the Confidentiality Order obligate him/her to use materials designated as Confidential Information in accordance with the Order solely for the purposes of the above-captioned action, and not to disclose any such Confidential Information to any other person, firm or concern.

The undersigned acknowledges that violation of the Confidentiality Order may result in penalties for contempt of court.

Name: _____

Job Title: _____

Employer:

Business Address: _____

Date: _____

Signature

|

ATTACHMENT B

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

<u>MALIBU MEDIA, LLC,</u>)	
<u></u>)	
<u>Plaintiff,</u>)	<u>Civil Action Case No.</u>
<u>1:13-cv-6312</u>)	
<u></u>)	
<u>v.</u>)	
<u></u>)	
<u>JOHN DOE subscriber assigned IP address</u>)	
<u>24.14.81.195,</u>)	
<u></u>)	
<u>Defendant.</u>)	
<u></u>)	

SOURCE CODE ADDENDUM

1. This Addendum to the Protective Order already entered by the Court
includes all of the terms and conditions set forth in Protective Order
and provides additional protection to any source code produced in
the action.

2. All Litigation Material designated or reflecting CONFIDENTIAL
SOURCE CODE — ATTORNEYS' EYES ONLY

INFORMATION, as defined below, shall be used solely for the
purposes of preparation, trial and appeal of this Action and for no
other purpose, absent further order of the Court. However, nothing
herein shall prevent or in any way limit disclosure, use, or
dissemination of any documents, things, or information that are in
the public domain.

3. “Source Code” shall mean source code and object code. For
avoidance of doubt, this includes source files, make files,
intermediate output files, executable files, header files, resource
files, library files, module definition files, map files, object files,
linker files, browse info files, and debug files. Source Code does not
include documents that describe source code or object code, such as

hardware reference specifications, software reference specifications, application programming interface ("API") specifications, technical specifications, and other presentations about how source code or object code is built, organized, engineered, designed or developed, except to the extent that any such document incorporates source code and/or object code, in which case that portion of such document qualifies as Source Code.

4. "CONFIDENTIAL SOURCE CODE — ATTORNEYS' EYES

ONLY INFORMATION" hereinafter shall mean material that constitutes or contains Source Code.

5. All CONFIDENTIAL SOURCE CODE — ATTORNEYS' EYES

ONLY INFORMATION shall be carefully and securely maintained by the Receiving Party and access to such shall be permitted only to persons having access thereto under the terms of the Protective

Order and this Addendum. CONFIDENTIAL SOURCE CODE — ATTORNEYS' EYES ONLY INFORMATION shall be stored at the offices or facilities (including any servers or databases) of the Receiving Party only consistent with the terms of the Protective Order and this Addendum. In the event that any SOURCE CODE QUALIFIED PERSON ceases to be engaged in the litigation of this Action, access by such person to CONFIDENTIAL SOURCE CODE — ATTORNEYS' EYES ONLY INFORMATION shall be terminated. The provisions of the Protective Order and this Addendum, however, shall otherwise remain in full force and effect as to such SOURCE CODE QUALIFIED PERSON.

6. SOURCE CODE QUALIFIED PERSONS as used herein shall include only those identified in the Protective Order Paragraphs

5(b)(1 and 3-5 and 9-10) and any SOURCE CODE QUALIFIED
CONSULTANT AND EXPERT.

7. A proposed SOURCE CODE QUALIFIED CONSULTANT AND
EXPERT may only receive CONFIDENTIAL SOURCE CODE —
ATTORNEYS' EYES ONLY INFORMATION after being
expressly identified to the Producing Party by the service of a
completed Exhibit A as seeking access to CONFIDENTIAL
SOURCE CODE — ATTORNEYS' EYES ONLY
INFORMATION. A Producing Party shall have seven (7) calendar
days from the date of facsimile or electronic mail service of the
materials and information served, plus three (3) additional calendar
days if service is made by U.S. mail or overnight delivery (such as
Federal Express), to object to a proposed Qualified Consultant or
Qualified Expert. Such objection must be for good cause, stating

with particularity the reasons for the objection, and must be in writing served on all Parties. Failure to object within the period referenced in this Paragraph shall constitute approval but shall not preclude the non-objecting Party from later objecting to continued access where facts suggesting a basis for objection could not have been earlier discovered by exercising due diligence within the period for making a timely objection. If a written notice of objection is served, no disclosure shall be made to the proposed Qualified Qualified Consultant, or Qualified Expert until the objection is resolved by agreement or by an order of the Court.

8. The Producing Party objecting to the disclosure bears the burden of seeking an order of the Court and must demonstrate under applicable law why the proposed the Qualified Consultant, or

Qualified Expert should not be permitted to receive

CONFIDENTIAL SOURCE CODE — ATTORNEYS' EYES

ONLY INFORMATION. The objecting Producing Party must seek an order of the Court within fourteen (14) calendar days of serving its objection. Failure to seek an order of the Court shall constitute approval but shall not preclude the non-objecting Party from later objecting to continued access where facts suggesting a basis for objection could not have been earlier discovered by exercising due diligence within the period for making a timely objection.

9. The failure of a Producing Party to object to the receipt of its

CONFIDENTIAL SOURCE CODE — ATTORNEYS' EYES

ONLY INFORMATION by a person designated by a Receiving Party shall in no way prejudice the Producing Party's right to later move to exclude such person's testimony or written report on

grounds other than the propriety of such person's access to the
Producing Party's CONFIDENTIAL SOURCE CODE —
ATTORNEYS' EYES ONLY INFORMATION.

10. CONFIDENTIAL SOURCE CODE — ATTORNEY'S EYES

ONLY INFORMATION shall be subject to the additional
protections of this Paragraph.

a. Nothing in this Protective Order shall obligate the Parties to
produce any Source Code, nor act as an admission that any particular
Source Code is discoverable.

b. Access to Source Code will be given only to SOURCE CODE
QUALIFIED PERSONS.

c. Access to Source Code shall be provided on one "stand-alone"
computer (that is, the computer may not be linked to any network,
including a local area network ("LAN"), an intranet, or the Internet and

may not be connected to any printer or storage device other than the internal hard disk drive of the computer) (each such configured computer is hereinafter referred to as a "Secure Computer"). Each Secure Computer shall be kept in a secure location at the offices of the Producing Party's Outside Litigation Counsel's office in Oak Brook, Illinois or at such other location as the Producing and Receiving Parties mutually agree (the "Inspection Room"). Each Secure Computer may be password protected and shall have the Source Code stored on a hard drive contained inside the Secure Computer. The Producing Party shall produce Source Code in computer searchable format on each Secure Computer. Each Secure Computer shall, at the Receiving Party's request, include reasonable analysis tools appropriate for the type of Source Code. The Receiving Party shall be responsible for providing the tools or licenses to the tools that it wishes to use to the Producing Party so that the Producing Party may install such tools on the Secure Computers. Each Secure Computer shall include a printer of commercially reasonable speeds. The Receiving

Party may make hard copy print outs (on the provided paper) from the printer connected to each Secure Computer at the time of review. Absent written agreement of the Producing Party, or Court order, no more than five hundred (500) total pages of the Source Code shall be printed or requested by the Receiving Party. At end of each day, Producing Party shall collect the printouts made by the Receiving Party and shall Bates label and produce copies of the printouts to Receiving Party within a reasonable time.

d. The Receiving Party shall make reasonable efforts to restrict its requests for access to the Secure Computers to normal business hours, which for purposes of this Paragraph shall be 9:00 a.m. through 5:00 p.m. Upon reasonable notice from the Receiving Party, which shall not be less than three (3) business days in advance, the Producing Party shall make reasonable efforts to accommodate the Receiving Party's request for access to the Secure Computers outside of normal business hours. The

Parties agree to cooperate in good faith such that maintaining the Source Code at the offices of the Producing Party's Outside Litigation Counsel shall not unreasonably hinder the Receiving Party's ability to efficiently and effectively conduct the prosecution or defense of this Action. The parties reserve their rights to request access to the Source Code at the site of any hearing or trial.

e. All SOURCE CODE QUALIFIED PERSONS who will review Source Code on behalf of a Receiving Party shall be identified in writing to the Producing Party at least seven (7) business days in advance of the first time that such person reviews such Source Code. The Producing Party shall provide these individuals with information explaining how to start, log on to, and operate the Secure Computers in order to access the produced Source Code on the Secure Computers.

f. No person other than the Producing Party may alter, dismantle, disassemble or modify any Secure Computer in any way, or attempt to

circumvent any security feature of any Secure Computer.

g. SOURCE CODE QUALIFIED PERSONS may not use cellular telephones, tablets, cameras, laptop computers, and/or similar devices in the Inspection Room. The Producing Party shall make reasonable efforts to provide a separate room where SOURCE CODE QUALIFIED PERSONS may use these devices during their inspection of the Source Code.

h. Hard copy printouts of Source Code shall be maintained by the Receiving Party's Outside Litigation Counsel or by SOURCE CODE QUALIFIED PERSONS in a secured locked area. The Receiving Party may also temporarily keep the print outs at: (i) the Court for any proceedings(s) relating to the Source Code, for the dates associated with the proceeding(s); (ii) the sites where any deposition(s) relating to the Source Code are taken, for the dates associated with the deposition(s); and (iii) any intermediate location reasonably necessary to transport the print

outs (e.g., a hotel prior to a Court proceeding or deposition). No further
hard copies of such Source Code shall be made and the Source Code shall
not be transferred into any electronic format or onto any electronic media
except that: 1. The Receiving Party is permitted to make a the number of
copies required for use in connection with a Court filing, hearing, or trial
— taking into account the Court's procedural requirements and the needs
of the Court, counsel, and any applicable witness to see the exhibits —
and of only the specific pages deemed in good faith to be reasonably
necessary for deciding the issue for which the portions of the Source Code
are being filed or offered. To the extent portions of Source Code are
quoted in a Court filing, either (1) the entire document will be stamped
and treated as CONFIDENTIAL SOURCE CODE — ATTORNEY'S
EYES ONLY INFORMATION; or (2) those pages containing quoted
Source Code will be separately stamped and treated as CONFIDENTIAL
SOURCE CODE — ATTORNEY'S EYES ONLY INFORMATION; 2.
Electronic copies of Source Code printouts may be made only as

necessary to create documents which, pursuant to the Court's rules, procedures and order, must be filed or served electronically.

i. Nothing in this Protective Order shall be construed to limit how a Producing Party may maintain material designated as CONFIDENTIAL SOURCE CODE — ATTORNEY'S EYES ONLY INFORMATION.

j. Outside Litigation Counsel for the Receiving Party with custody of CONFIDENTIAL SOURCE CODE — ATTORNEY'S EYES ONLY INFORMATION shall maintain a source code log containing the following information: (1) the date and time access CONFIDENTIAL SOURCE CODE — ATTORNEY'S EYES ONLY INFORMATION began and ended; (2) the identity of the person or people accessing the source code; and (3) the location the CONFIDENTIAL SOURCE CODE — ATTORNEY'S EYES ONLY INFORMATION was accessed from. Outside Litigation Counsel for the Receiving Party will produce, upon request, each such source code log to the Producing Party within sixty (60)

days of the final determination of this Action.

11. Any person who obtains, receives, has access to, or otherwise
learns, in whole or in part, CONFIDENTIAL SOURCE CODE —
ATTORNEY'S EYES ONLY INFORMATION herein shall not
prepare, prosecute, supervise, or assist in the preparation or
prosecution of any patent application, reexamination procedures, or
reissue procedures, or write code, source code, develop or design
software and computer programs relating to the CONFIDENTIAL
SOURCE CODE — ATTORNEY'S EYES ONLY
INFORMATION.

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

MALIBU MEDIA, LLC,)
)
)
) Plaintiff,) Civil Action Case No.
) 1:13-cv-6312
)
)
) v.)
)
)
) JOHN DOE subscriber assigned IP address)
) 24.14.81.195,)
)
)
) Defendant.)
)
)

EXHIBIT A Qualified Consultant Or Qualified Expert

I, _____, declare
under penalty of perjury that:

1. My address is _____

_____.

2. My present employer is _____, and

the address of my present employment is _____

_____.

3. My present occupation or job description is

_____.

4. I have attached hereto my current curriculum vitae and, to the best of my knowledge, a complete list of any present or former relationships or engagements between myself and any Party to the above-captioned action (the "Action") or any known competitor thereof.

5. I hereby acknowledge that I have read the "Stipulated Protective Order" and

“Source Code Addendum” (“PROTECTIVE ORDER”) in this Action, that I am familiar with the terms thereof, and that I agree to be bound by the terms thereof.

6. I hereby acknowledge that, pursuant to the PROTECTIVE ORDER, I may receive information designated as CONFIDENTIAL SOURCE CODE — ATTORNEY'S EYES ONLY INFORMATION (collectively, "DESIGNATED INFORMATION") in this Action, and certify my understanding that such information is provided to me pursuant to the terms and restrictions of the PROTECTIVE ORDER. I agree not to reveal any DESIGNATED INFORMATION or any notes containing DESIGNATED INFORMATION to anyone not authorized to receive such information pursuant to the terms of the PROTECTIVE ORDER, and I agree not to use, directly or indirectly, or allow the use of any DESIGNATED INFORMATION for any purpose other than directly associated with my duties in this litigation.

7. I understand that I am to retain all copies of the materials that I receive which have been designated as containing or reflecting DESIGNATED INFORMATION

in a container, cabinet, drawer, room or other safe place in a manner consistent with the PROTECTIVE ORDER. I understand that all copies of any such materials are to remain in my custody until the Conclusion of this Action or the completion of my assigned duties, whereupon the copies are to be destroyed or returned to the Producing Party. Such return or destruction shall not relieve me from the obligations imposed upon me by the PROTECTIVE ORDER. I also agree to notify any support personnel (such as paralegals, administrative assistants, secretaries, clerical and administrative staff) that they may not access CONFIDENTIAL SOURCE CODE — ATTORNEY'S EYES ONLY INFORMATION pursuant to the terms of the PROTECTIVE ORDER.

8. I understand that I shall be subject to the jurisdiction of the U.S. District Court for the Northern District of Illinois in any proceeding relating to my performance under, compliance with, or violation of the PROTECTIVE ORDER.

Signature: _____

Date: _____

Adopted 06/29/12