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**NOTE CHANGES  
 MADE BY THE COURT**

8 UNITED STATES DISTRICT COURT  
 9 FOR THE CENTRAL DISTRICT OF CALIFORNIA

<p>11 KAY CELINE, INC., a California          12 corporation,          13          14 Plaintiff,          15 v.          16 STEIN MART, INC., a Florida          17 corporation; SIENNA ROSE, Inc., a          18 California corporation; THE          19 ANONYMOUS SHOWROOM, INC., a          20 New York Corporation; LORI          21 ROBBINS, an individual; and DOES 1          22 through 10, inclusive,          23          24 Defendants.</p>	<p>Case No.: CV-09-03080 RSWL          (MANx)    <b>STIPULATED PROTECTIVE ORDER</b></p>
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23 Based upon the parties' Joint Stipulation and [Proposed] Protective Order  
 24 ("Stipulated Protective Order"), filed on March 11, 2010, the terms of the parties'  
 25 Stipulated Protective Order are adopted as a Protective Order of this Court except to  
 26 the extent, as set forth below, that those terms have been modified by the Court's  
 27 amendments to paragraphs 7.2, 7.3, and 10.  
 28



1 **2. DEFINITIONS**

2 2.1 Party: any party to this action, including all of its officers, directors,  
3 employees, consultants, retained experts, and outside counsel (and their support  
4 staff).

5 2.2 Disclosure or Discovery Material: all items or information, regardless  
6 of the medium or manner generated, stored, or maintained (including, among other  
7 things, testimony, transcripts, or tangible things) that are produced or generated in  
8 disclosures or responses to discovery in this matter.

9 2.3 “Confidential” Information or Items: Information (regardless of how  
10 generated, stored or maintained) or tangible things that qualify for protection  
11 pursuant to federal law and/or pursuant to the terms of any contract between the  
12 parties.

13 2.4 “Highly Confidential – Attorneys’ Eyes Only” Information or Items:  
14 extremely sensitive “Confidential Information or Items” whose disclosure to another  
15 Party or non-party would create a substantial risk of serious injury that could not be  
16 avoided by less restrictive means, including but not limited to confidential  
17 information entitled to protection pursuant to federal law and its precedents,  
18 consisting or concerning trade secrets or other confidential or proprietary research  
19 and development, or other information which provides competitive or economic  
20 advantage to the Designating Party by reason of the fact that it is not generally  
21 known to persons in a position to use it.

22 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material  
23 from a Producing Party.

24 2.6 Producing Party: a Party or non-party that produces Disclosure or  
25 Discovery Material in this action.

26 2.7 Designating Party: a Party or non-party that designates information or  
27 items that it produces in disclosures or in responses to discovery as “Confidential” or  
28 “Highly Confidential – Attorneys’ Eyes Only.”

1           2.8 Protected Material: any Disclosure or Discovery Material that is  
2 designated as “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

3           2.9 Outside Counsel: attorneys who are not employees of a Party but who  
4 are retained to represent or advise a Party in this action.

5           2.10 House Counsel: attorneys who are employees of a Party.

6           2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as  
7 well as their support staffs).

8           2.12 Expert: a person with specialized knowledge or experience in a matter  
9 pertinent to the litigation who has been identified or retained by a Party or its counsel  
10 to serve as an expert witness or as a consultant in this action. This definition  
11 includes a professional jury or trial consultant retained in connection with this  
12 litigation.

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

17  
18 **3. SCOPE**

19           The protections conferred by this Stipulation and Order cover not only  
20 Protected Material (as defined above), but also any information copied or extracted  
21 therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus  
22 testimony, conversations, or presentations by parties or counsel to or in Court or in  
23 other settings that might reveal Protected Material.

24  
25 **4. DURATION**

26           In order to permit discovery to proceed without further delay, the parties agree  
27 that this Stipulation and Order shall be effective from the date on which it is  
28 executed by counsel for the parties and shall apply and be enforceable from that date

1 forward with respect to all discovery in this matter, including materials produced at  
2 any time after the commencement of this case. Even after the termination of this  
3 litigation, the confidentiality obligations imposed by this Order shall remain in effect  
4 until a Designating Party agrees otherwise in writing or a Court order otherwise  
5 directs.

6  
7 **5. DESIGNATING PROTECTED MATERIAL**

8 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

9 Each Party or non-party that designates information or items for protection under this  
10 Order must take care to limit any such designation to specific material that qualifies  
11 under the appropriate standards. If documents or things designated by a Party under  
12 this Stipulation are already in the possession of the Receiving Party, the designation  
13 does not by itself transform the Receiving Party's previously-held copies into  
14 Protected Material. A Designating Party must take care to designate for protection  
15 only those parts of material, documents, items, or oral or written communications  
16 that qualify – so that other portions of the material, documents, items, or  
17 communications for which protection is not warranted are not swept unjustifiably  
18 within the ambit of this Order.

19 If it comes to a Party's or a non-party's attention that information or items that  
20 it designated for protection do not qualify for protection at all, or do not qualify for  
21 the level of protection initially asserted, that Party or non-party must promptly notify  
22 all other parties that it is withdrawing the mistaken designation.

23 **5.2 Manner and Timing of Designations.** Except as otherwise provided in  
24 this Order (see, e.g., second paragraph of Section 5.2(a), below), or as otherwise  
25 stipulated or ordered, material that qualifies for protection under this Order must be  
26 clearly so designated before the material is disclosed or produced.

27 Designation in conformity with this Order requires:

- 28 (a) for information in documentary form (apart from transcripts of

1 depositions or other pretrial or trial proceedings): that the Producing Party affix the  
2 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
3 EYES ONLY” at the top or bottom of each page that contains protected material. If  
4 only a portion or portions of the material on a page qualifies for protection, the  
5 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
6 appropriate markings in the margins) and must specify, for each portion, the level of  
7 protection being asserted (either “CONFIDENTIAL” or “HIGHLY  
8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”).

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

25           (b) for testimony given in deposition or in other pretrial or trial  
26 proceedings, that the Party or non-party offering or sponsoring the testimony identify  
27 on the record, before the close of the deposition, hearing, or other proceeding, all  
28 protected testimony, and further specify any portions of the testimony that qualify as

1 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” When it is  
2 impractical to identify separately each portion of testimony that is entitled to  
3 protection, and when it appears that substantial portions of the testimony may qualify  
4 for protection, the Party or non-party that sponsors, offers, or gives the testimony  
5 may invoke on the record (before the deposition or proceeding is concluded) a right  
6 to have up to 20 days to identify the specific portions of the testimony as to which  
7 protection is sought and to specify the level of protection being asserted  
8 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
9 ONLY”). Only those portions of the testimony that are appropriately designated for  
10 protection within the 20 days shall be covered by the provisions of this Stipulated  
11 Protective Order.

12 Transcript pages containing Protected Material must be separately  
13 bound by the court reporter, who must affix to the top or bottom of each such page  
14 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
15 EYES ONLY,” as instructed by the Party or non-party offering or sponsoring the  
16 witness or presenting the testimony.

17 (c) for information produced in some form other than documentary,  
18 and for any other tangible items, that the Producing Party affix in a prominent place  
19 on the exterior of the container or containers in which the information or item is  
20 stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
21 ATTORNEYS’ EYES ONLY.” If only portions of the information or item warrant  
22 protection, the Producing Party, to the extent practicable, shall identify the protected  
23 portions, specifying whether they qualify as “Confidential” or as “Highly  
24 Confidential – Attorneys’ Eyes Only.”

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
26 failure to designate qualified information or items as “Confidential” or “Highly  
27 Confidential – Attorneys’ Eyes Only” does not, standing alone, waive the  
28 Designating Party’s right to secure protection under this Order for such material. If

1 material is appropriately designated as “Confidential” or “Highly Confidential –  
2 Attorneys’ Eyes Only” after the material was initially produced, the Receiving Party,  
3 on timely notification of the designation, must make reasonable efforts to assure that  
4 the material is treated in accordance with the provisions of this Order.

5       5.4 Inadvertent Production of Documents. Inadvertent production of any  
6 document produced in response to discovery requests in this action by any party or  
7 non-party, that a party or non-party later claims should have been withheld on  
8 grounds of a privilege, including but not limited to the work product doctrine  
9 (collectively the “Inadvertently Produced Privileged Documents”) will not be  
10 deemed to waive any privilege, including but not limited to work product protection.  
11 A party or non-party may request the return of any document that it or a non-party  
12 produced by identifying the Inadvertently Produced Privileged Documents and  
13 stating the legal basis for withholding such document from production in writing to  
14 all parties upon whom the Inadvertently Produced Privileged Documents were  
15 served, within ten business days of discovery of the inadvertent production. If a  
16 party or non-party requests the return, pursuant to this paragraph, of such  
17 Inadvertently Produced Privileged Documents, the possessing parties shall, within  
18 seven calendar days return to the requesting party or non-party all Inadvertently  
19 Produced Privileged Documents and shall expunge from any other document or  
20 material information derived from the Inadvertently Produced Privileged Document.  
21 A party may thereafter move to compel production of any such Inadvertently  
22 Produced Privileged Documents it has returned, provided that the fact of inadvertent  
23 production itself may not be cited as a basis for the motion.

## 24 25 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

26       6.1 Timing of Challenges. Unless a prompt challenge to a Designating  
27 Party’s confidentiality designation is necessary to avoid foreseeable substantial  
28 unfairness, unnecessary economic burdens, or a later significant disruption or delay



1 of the litigation, a Party does not waive its right to challenge a confidentiality  
2 designation by electing not to mount a challenge promptly after the original  
3 designation is disclosed.

4 Similarly, a Party does not waive its right to challenge the use and/or  
5 scope of use of any confidential document at trial by electing not to mount a  
6 challenge promptly at the time and/or after the document in question is designated  
7 and produced.

8 6.2 Meet and Confer. A Party that elects to initiate a challenge to a  
9 Designating Party's confidentiality designation and/or use of a confidentially  
10 designated document must do so in good faith and must begin the process by  
11 conferring directly with the responding Party. In conferring, the challenging Party  
12 must explain the basis for its belief that the confidentiality designation was not  
13 proper and must give the responding Party an opportunity to review the designated  
14 material, to reconsider the circumstances, and, if no change in designation and/or use  
15 is offered, to explain the basis for the chosen designation and/or use. A challenging  
16 Party may proceed to the next stage of the challenge process only if it has engaged in  
17 this meet and confer process first.

18 6.3 Judicial Intervention. A Party that elects to press a challenge to a  
19 confidentiality designation and/or use of a designated document after considering the  
20 justification offered by the Designating Party may file and serve a motion under the  
21 Local Rules (and in compliance with any sealing rules, if applicable) that identifies  
22 the challenged material and sets forth in detail the basis for the challenge. Each such  
23 motion must be accompanied by a competent declaration that affirms that the movant  
24 has complied with the meet and confer requirements imposed in the preceding  
25 paragraph and that sets forth with specificity the justification for the confidentiality  
26 designation that was given by the Designating Party in the meet and confer dialogue.

27 The burden of persuasion in any such challenge proceeding shall be on the  
28 responding/designating Party. Until the Court rules on the challenge, all parties shall

1 continue to afford the material in question the level of protection to which it is  
2 entitled under the Producing Party’s designation.

3  
4 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

5 7.1 Basic Principles. A receiving Party may use Protected Material that is  
6 disclosed or produced by another Party or by a non-party in connection with this case  
7 only for prosecuting, defending, or attempting to settle this litigation. Such Protected  
8 Material may be disclosed only to the categories of persons and under the conditions  
9 described in this Order. When the litigation has been terminated, a Receiving Party  
10 must comply with the provisions of Section 11 below (FINAL DISPOSITION).

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

14 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
15 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
16 Receiving Party may disclose any information or item designated CONFIDENTIAL  
17 only to:

18 (a) the Receiving Party’s Outside Counsel of record in this action, as  
19 well as employees of said Counsel to whom it is reasonably necessary to disclose the  
20 information for this litigation and who have signed the “Agreement to Be Bound by  
21 Protective Order” that is attached hereto as Exhibit A;

22 (b) the Receiving Party and if applicable, its officers, directors and  
23 senior executives (including House Counsel) of the Receiving Party to whom  
24 disclosure is reasonably necessary for this litigation and who have signed the  
25 “Agreement to Be Bound by Protective Order” (Exhibit A);

26 (c) experts (as defined in this Order) of the Receiving Party to whom  
27 disclosure is reasonably necessary for this litigation and who have signed the  
28 “Agreement to Be Bound by Protective Order” (Exhibit A);

1 (d) the Court and its personnel;

2 (e) court reporters, their staffs, and professional vendors to whom  
3 disclosure is reasonably necessary for this litigation and who have signed the  
4 “Agreement to Be Bound by Protective Order” (Exhibit A);

5 (f) **private** mediators who have signed the “Agreement to Be Bound  
6 by Protective Order” (Exhibit A); and

7 (g) during their depositions, witnesses in the action to whom  
8 disclosure is reasonably necessary and who have signed the “Agreement to Be  
9 Bound by Protective Order (Exhibit A). Pages of transcribed deposition testimony or  
10 exhibits must be separately bound by the court reporter and may not be disclosed to  
11 anyone except as permitted under this Stipulated Protective Order;

12 (h) the author of the document or the original source of the  
13 information.

14 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
15 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in  
16 writing by the Designating Party, a Receiving Party may disclose any information or  
17 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only  
18 to:

19 (a) the Receiving Party’s House Counsel and Outside Counsel of  
20 record in this action, as well as employees of said Counsel to whom it is reasonably  
21 necessary to disclose the information for this litigation and who have signed the  
22 “Agreement to be Bound by Protective Order” that is attached hereto as Exhibit A;

23 (b) experts (as defined in this Order) (1) to whom disclosure is  
24 reasonably necessary for this litigation, (2) who have signed the “Agreement to Be  
25 Bound by Protective Order” (Exhibit A), and (3) as to whom the procedures set forth  
26 in paragraph 7.4, below, have been followed;

27 (c) the Court and its personnel;

28 (d) court reporters, their staffs, and professional vendors to whom

1 disclosure is reasonably necessary for this litigation and who have signed the  
2 “Agreement to Be Bound by Protective Order” (Exhibit A);

3 (e) **private** mediators who have signed the “Agreement to Be Bound  
4 by Protective Order” (Exhibit A); and

5 (f) the author of the document or the original source of the  
6 information.

7  
8 7.4 Procedures for Approving Disclosure of “HIGHLY CONFIDENTIAL –  
9 ATTORNEYS’ EYES ONLY” Information or Items to “Experts”

10 (a) Unless otherwise ordered by the Court or agreed in writing by the  
11 Designating Party, a Party that seeks to disclose to an “Expert” (as defined in this  
12 Order) any information or item that has been designated “HIGHLY  
13 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” first must make a written  
14 request to the Designating Party that (1) identifies the specific HIGHLY  
15 CONFIDENTIAL information that the Receiving Party seeks permission to disclose  
16 to the Expert, (2) sets forth the full name of the Expert and the city and state of his or  
17 her primary residence, (3) attaches a copy of the Expert’s current resume, (4)  
18 identifies the Expert’s current employer(s), (5) identifies each person or entity from  
19 whom the Expert has received compensation for work in his or her areas of expertise  
20 or to whom the Expert has provided professional services at any time during the  
21 preceding five years, and (6) identifies (by name and number of the case, filing date,  
22 and location of Court) any litigation in connection with which the Expert has  
23 provided any professional services during the preceding five years.

24 (b) A Party that makes a request and provides the information  
25 specified in the preceding paragraph may disclose the subject Protected Material to  
26 the identified Expert unless, within seven Court days of delivering the request, the  
27 Party receives a written objection from the Designating Party. Any such objection  
28 must set forth in detail the grounds on which it is based.

1 (c) A Party that receives a timely written objection must meet and  
2 confer with the Designating Party (through direct voice to voice dialogue) to try to  
3 resolve the matter by agreement. If no agreement is reached, the Party seeking to  
4 make the disclosure to the Expert may file a motion as provided by the Local Rules  
5 (and in compliance with any sealing rules, if applicable) seeking permission from the  
6 Court to do so. Any such motion must describe circumstances with specificity, set  
7 forth in detail the reasons for which the disclosure to the Expert is reasonably  
8 necessary, assess the risk of harm that the disclosure would entail and suggest any  
9 additional means that might be used to reduce that risk. In addition, any such motion  
10 must be accompanied by a competent declaration in which the movant describes the  
11 parties' efforts to resolve the matter by agreement (i.e., the extent and the content of  
12 the meet and confer discussions) and sets forth the reason advanced by the  
13 Designating Party for its refusal to approve the disclosure.

14 In any such proceeding the Party opposing disclosure to the Expert shall  
15 bear the burden of proving that the risk of harm that the disclosure would (under the  
16 safeguards proposed) outweighs the Receiving Party's need to disclose the Protected  
17 Material to its Expert.

18 Identification of the Expert for this purpose shall not be construed to  
19 constitute a waiver of any privilege, including, *inter alia*, the attorney work product  
20 doctrine.

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

24 If a Receiving Party is served with a subpoena or an order issued in other  
25 litigation that would compel disclosure of any information or items designated in this  
26 action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'  
27 EYES ONLY," the Receiving Party must so notify the Designating Party, in writing  
28 (by fax, if possible) immediately and in no event more than three Court days after

1 receiving the subpoena or order. Such notification must include a copy of the  
2 subpoena or court order.

3 The Receiving Party also must immediately inform in writing the Party who  
4 caused the subpoena to issue in the other litigation that some or all the material  
5 covered by the subpoena or order is the subject of this Protective Order. In addition,  
6 the Receiving Party must deliver a copy of this Stipulated Protective Order promptly  
7 to the Party in the other action that caused the subpoena or order to issue.

8 In the event the Designating Party files a motion for protective order to quash  
9 the subpoena, the subpoenaed party shall not produce any Protected Material in  
10 response to the subpoena without the prior written consent of the producing party or  
11 non-party unless (1) an order of a Court of competent jurisdiction has issued  
12 requiring production, (2) the Designating Party's motion is withdrawn or denied and  
13 the time for an appeal or writ challenging the denial has expired, or (3) a failure to  
14 produce such Confidential or Highly Confidential Information would, in the  
15 judgment of the subpoenaed party, constitute a violation of any law, rule or  
16 regulation.

17 The purpose of imposing these duties is to alert the interested parties to the  
18 existence of this Protective Order to afford the Designating Party in this case an  
19 opportunity to try to protect its confidentiality interests in the Court from which the  
20 subpoena or order issued. The Designating Party shall bear the burdens and the  
21 expenses of seeking protection in that Court of its confidential material – and nothing  
22 in these provisions should be construed as authorizing or encouraging a Receiving  
23 Party in this action to disobey a lawful directive from another Court.

24  
25 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

26 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
27 Protected Material to any person or in any circumstance not authorized under this  
28 Stipulated Protected Order, the Receiving Party must immediately (a) notify in

1 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
2 to retrieve all copies of the Protected Material, (c) inform the person or person to  
3 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
4 request such a person or persons to execute the “Acknowledgement and Agreement  
5 to Be Bound” that is attached hereto as Exhibit A.

6  
7 **10. FILING PROTECTED MATERIAL.**

8 Without written permission from the Designating Party or a court order  
9 secured after appropriate notice to all interested persons, a Party may not file in the  
10 public record in this action any Protected Material. In the event that any  
11 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” information is to be  
12 used in any Court proceeding in this action, it shall not **automatically** lose its  
13 confidential status through such use, and the party using such material shall take all  
14 reasonable steps to maintain its confidentiality during such use. All “Confidential”  
15 or “Highly Confidential – Attorneys’ Eyes Only” information, documents, and any  
16 papers containing information contained in or derived from such documents that are  
17 filed with the Court shall be filed **in accordance with the provisions of L.R. 79-5 of**  
18 **the Local Civil Rules of this Court.**

19  
20 **11. FINAL DISPOSITION.**

21 Unless otherwise ordered or agreed in writing by the Producing Party, within  
22 sixty (60) days after the final termination of this action, each Receiving Party must  
23 return all Protected Material to the Producing Party. As used in this subdivision, “all  
24 Protected Material” includes all copies, abstracts, compilations, summaries or any  
25 other form of reproducing or capturing any of the Protected Material. With  
26 permission in writing from the Designating Party, the Receiving Party may destroy  
27 some or all of the Protected Material instead of returning it. Whether the Protected  
28 Material is returned or destroyed, the Receiving Party must submit a written

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

11  
12 **12. MISCELLANEOUS**

13 12.1 Right to Further Relief. Nothing in this order abridges the right of any  
14 person to seek its modification by the Court in the future.

15 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
16 Protective Order no Party waives any right it otherwise would have to object to  
17 disclosing or producing or the use of any information or item on any ground not  
18 addressed in this Stipulated Protective Order. Conversely, no objections which were  
19 or are waived are resurrected by this Protective Order. Finally, no Party waives any  
20 right to object on any ground to the use in evidence of any of the material covered by  
21 this Protective Order.

22  
23 **IT IS SO ORDERED.**

24  
25 DATED: March 30, 2010

*Margaret A. Nagle*

\_\_\_\_\_  
26 HON. MARGARET A. NAGLE  
27 United States Magistrate Judge



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EXHIBIT A

ACKNOWLEDGEMENT 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, Central District of  
California, in the case of *Kay Celine, Inc. v. Stein Mart, Inc., et. al.*, Case No. CV-  
09-03080 RSWL (MANx). 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.

Date: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_