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 TJX Companies Inc., and Rainbow USA Inc.
 17

18 **UNITED STATES DISTRICT COURT**
 19 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

20 L.A. PRINTEX INDUSTRIES, INC. a
 California Corporation,
 21
 22 Plaintiff,
 23 v.
 24 RITE AID CORP., et al.,
 25 Defendants.
 26

Case No. CV 10-04416 DSF (AJWx)
**AMENDED STIPULATED
 PROTECTIVE ORDER**
[FED. R. CIV. P. 26(c)]

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1 Pursuant to Fed.R.Civ.P. 26(c), Plaintiff L.A. Printex Industries, Inc. (“L.A.
2 Printex”) and Defendants Unity International Inc., The Dress Barn Inc., Rainbow
3 USA Inc., Ross Stores Inc., Kaaku Clothing Corp., Unlimited Avenues Inc., The
4 TJX Companies Inc., Catherine Stores Corp., Intsam Inc., through counsel
5 undersigned, jointly submit this Stipulated Protective Order to govern the handling
6 of information and materials produced in the course of discovery or filed with the
7 Court in this action;

8 **GOOD CAUSE STATEMENT**

9 It is the intent of the parties and the Court that information will not be
10 designated as confidential for tactical reasons in this case and that nothing be so
11 designated without a good faith belief that there is good cause why it should not be
12 part of the public record of this case. Examples of confidential information that the
13 parties may seek to protect from unrestricted or unprotected disclosure include:

- 14 (a) Information that is the subject of a non-disclosure or
15 confidentiality agreement or obligation;
- 16 (b) The names, or other information tending to reveal the identity
17 of a party’s supplier, designer, distributor, or customer;
- 18 (c) Agreements with third-parties, including license agreements,
19 distributor agreements, manufacturing agreements, design
20 agreements, development agreements, supply agreements, sales
21 agreements, or service agreements;
- 22 (d) Research and development information;
- 23 (e) Proprietary engineering or technical information, including
24 product design, manufacturing techniques, processing
25 information, drawings, memoranda and reports;
- 26 (f) Information related to budgets, sales, profits, costs, margins,
27 licensing of technology or designs, product pricing, or other
28 internal financial/accounting information, including non-public

- 1 information related to financial condition or performance and
2 income or other non-public tax information;
- 3 (g) Information related to internal operations including personnel
4 information;
- 5 (h) Information related to past, current and future product
6 development;
- 7 (i) Information related to past, current and future market analyses
8 and business and marketing development, including plans,
9 strategies, forecasts and competition; and
- 10 (j) Trade secrets (as defined by the jurisdiction in which the
11 information is located).

12 Unrestricted or unprotected disclosure of such confidential technical,
13 commercial or personal information would result in prejudice or harm to the
14 producing party by revealing the producing party's competitive confidential
15 information, which has been developed at the expense of the producing party and
16 which represents valuable tangible and intangible assets of that party.
17 Additionally, privacy interests must be safeguarded. Accordingly, the parties
18 respectfully submit that there is good cause for the entry of this Protective Order.

19 The parties agree, subject to the Court's approval, that the following terms
20 and conditions shall apply to this civil action.

21
22 1 Designated Material.

23 1.1 Information or material may be designated for confidential treatment
24 pursuant to this Protective Order by any party, person or entity producing or
25 lodging it in this action (the "Designating Party"), if: (a) produced or served,
26 formally or informally, pursuant to the Federal Rules of Civil Procedure or in
27 response to any other formal or informal discovery request in this action; and/or
28 (b) filed or lodged with the Court. All such information and material and all

1 information or material derived from it constitutes “Designated Material” under
2 this Protective Order.

3 1.2 Unless and until otherwise ordered by the Court or agreed to in
4 writing by the parties, all Designated Materials designated under this Protective
5 Order shall be used by the parties and persons receiving such Designated
6 Materials solely for conducting the above-captioned litigation and any appellate
7 proceeding relating thereto. Designated Material shall not be used by any party
8 or person receiving them for any business or any other purpose. No party or
9 person shall disclose Designated Material to any other party or person not entitled
10 to receive such Designated Material under the terms of this Protective Order. For
11 purposes of this Protective Order, “disclose” or “disclosed” means to show,
12 furnish, reveal or provide, indirectly or directly, any portion of the Designated
13 Material or its contents, orally or in writing, including the original or any copy of
14 the Designated Material.

15 2. Access to Designated Materials.

16 2.1 Materials Designated “CONFIDENTIAL”: Subject to the limitations
17 set forth herein this Protective Order, Designated Material may be marked
18 “CONFIDENTIAL” for the purpose of preventing the disclosure of information
19 or materials that the designating party in good faith believes is confidential.
20 Before designating any specific information or material “CONFIDENTIAL”, the
21 Designating Party’s counsel shall make a good faith determination that the
22 information warrants protection under Rule 26(c) of the Federal Rules of Civil
23 Procedure. Such information may include, but is not limited to:

24 (a) The financial performance or results of the Designating Party,
25 including without limitation income statements, balance sheets, cash flow
26 analyses, budget projections, and present value calculations;

1 (b) Corporate and strategic planning by the Designating Party, including
2 without limitation marketing plans, competitive intelligence reports, sales
3 projections and competitive strategy documents;

4 (c) Names, addresses, and other information that would identify
5 customers or prospective customers, or the distributors or prospective distributors
6 of the Designating Party;

7 (d) Technical data, research and development data, and any other
8 confidential commercial information, including but not limited to trade secrets of
9 the Designating Party;

10 (e) Information used by the Designating Party in or pertaining to its
11 trade or business, which information the Designating Party believes in good faith
12 has competitive value, which is not generally known to others and which the
13 Designating Party would not normally reveal to third parties except in
14 confidence, or has undertaken with others to maintain in confidence;

15 (f) Information which the Designating Party believes in good faith falls
16 within the right to privacy guaranteed by the laws of the United States or
17 California; and

18 (g) Information which the Designating Party believes in good faith to
19 constitute, contain, reveal or reflect proprietary, financial, business, technical, or
20 other confidential information.

21 (h) The fact that an item or category is listed as an example in this or
22 other sections of this Protective Order does not, by itself, render the item or
23 category discoverable.

24 2.1.0 Materials designated “CONFIDENTIAL” may be disclosed only to
25 the following Designees:

26 2.1.1 Persons who appear on the face of Designated Materials marked
27 “CONFIDENTIAL” as an author, addressee, or recipient thereof;

28

1 2.1.2 Counsel retained as outside litigation attorneys of record in this
2 action, and their respective associates, clerks, legal assistants, stenographic,
3 videographic and support personnel, and other employees of such outside
4 litigation attorneys, and organizations retained by such attorneys to provide
5 litigation support services in this action and the employees of said organizations.
6 “Counsel” explicitly excludes any in-house counsel whether or not they are
7 attorneys of record in this action.

8 2.1.3 Consultants, including non-party experts and consultants retained or
9 employed by Counsel to assist in the preparation of the case, to the extent they
10 are reasonably necessary to render professional services in this action, and subject
11 to the disclosure requirements of section 2.3. Each consultant must sign a
12 certification that he or she has read this Stipulated Protective Order, will abide by
13 its provisions, and will submit to the jurisdiction of this Court regarding the
14 enforcement of this Order’s provisions.

15 2.1.4 No more than two (2) designated officers and/or employees of each
16 party, who are reasonably necessary for the prosecution or defense of this action.
17 A party’s designated officers and/or employees may include in-house counsel.
18 Each designated officer or employee must sign a certification that he or she has
19 read this Stipulated Protective Order, will abide by its provisions, and will submit
20 to the jurisdiction of this Court regarding the enforcement of this Order’s
21 provisions.

22 2.1.5 The Court, its clerks and secretaries, and any court reporter retained
23 to record proceedings before the Court;

24 2.2 Materials Designated “HIGHLY CONFIDENTIAL – OUTSIDE
25 ATTORNEYS’ EYES ONLY”: Subject to the limitations in this Protective
26 Order, Designated Materials may be marked “HIGHLY CONFIDENTIAL –
27 OUTSIDE ATTORNEYS’ EYES ONLY” for the purpose of preventing the
28 disclosure of information or materials which, if disclosed to the receiving party,

1 might cause competitive harm to the Designating Party. Information and material
2 that may be subject to this protection includes, but is not limited to, technical
3 and/or research and development data, intellectual property, financial, marketing
4 and other sales data, and/or information having strategic commercial value
5 pertaining to the Designating Party's trade or business. Nothing in paragraph 2.1
6 shall limit the information or material that can be designated "HIGHLY
7 CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY" under this
8 paragraph. Before designating any specific information "HIGHLY
9 CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY," the Designating
10 Party's counsel shall make a good faith determination that the information
11 warrants such protection.

12 2.2.0 Materials designated "HIGHLY CONFIDENTIAL – OUTSIDE
13 ATTORNEYS' EYES ONLY" materials may be disclosed only to the following
14 Designees:

15 2.2.1 Persons who appear on the face of Designated Materials marked
16 "HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY" as an
17 author, addressee, or recipient thereof;

18 2.2.2 Counsel for the parties to this action, as defined in section 2.1.2;

19 2.2.3 Consultants for the parties to this action, as defined in section 2.1.3;

20 and

21 2.2.4 The Court, its clerks and secretaries, and any court reporter retained
22 to record proceedings before the Court.

23 2.3 If any party wishes to disclose information or materials designated
24 under this Protective Order as "HIGHLY CONFIDENTIAL," "CONFIDENTIAL
25 – OUTSIDE ATTORNEYS' EYES ONLY" to any Consultant, it must first
26 identify that individual to the Counsel for the Designating Party and submit a
27 Certification of Consultant pursuant to Section 3. Such identification shall
28 include at least the full name and professional address and/or affiliation of the

1 individual, his or her prior employment, consultancies or matters for the previous
2 five (5) years, and all of the person’s present employment or consultancies. The
3 Designating Party shall have fifteen (15) business days from receipt of such
4 initial identification and signed certification to object in writing to disclosure to
5 any individual so identified. The parties shall confer in an attempt to resolve any
6 objections informally, and approval by the Designating Party shall not be
7 unreasonably withheld. If the objections cannot be resolved, the objecting party
8 may move within ten (10) business days following its objection for a protective
9 order to prevent disclosure of “HIGHLY CONFIDENTIAL,” “CONFIDENTIAL
10 – OUTSIDE ATTORNEYS’ EYES ONLY” materials to the individual under
11 Local Rule 37. In the event that such a motion is made, the party seeking to
12 prohibit disclosure shall bear the burden of establishing good cause why the
13 disclosure should not be made pursuant to Rule 26 of the Federal Rules of Civil
14 Procedure. Such Consultant(s) cannot have access to Designated Material until
15 these relevant time periods expire, including for final resolution of any timely
16 motion.

17 2.4 Legal Effect of Designation. The designation of any information or
18 materials as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – OUTSIDE
19 ATTORNEYS’ EYES ONLY” is intended solely to facilitate the conduct of this
20 litigation. Neither such designation nor treatment in conformity with such
21 designation shall be construed in any way as an admission or agreement by any
22 party that the Designated Materials constitute or contain any trade secret or
23 confidential information. Except as provided in this Protective Order, no party to
24 this action shall be obligated to challenge the propriety of any designation, and a
25 failure to do so shall not preclude a subsequent attack on the propriety of such
26 designation.

27 2.5 Nothing herein in any way restricts the ability of the receiving party
28 to use “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – OUTSIDE

1 ATTORNEYS' EYES ONLY" material produced to it in examining or cross-
2 examining any employee or consultant of the Designating Party.

3 3. Certificates Concerning Designated Materials. Each Consultant as
4 defined in section 2.1.3, to whom any Designated Materials will be disclosed
5 shall, prior to disclosure of such material, execute the Acknowledgement of
6 Stipulated Protective Order in the form attached hereto as Exhibit A. Counsel
7 who makes any disclosure of Designated Materials shall retain each original
8 executed Acknowledgement of Stipulated Protective Order and shall circulate
9 copies to all Counsel for the opposing party concurrently with the identification
10 of the Consultant to the attorneys for the Designating Party pursuant to Section
11 2.3.

12 4. Use of Designated Materials by Designating Party. Nothing in this
13 Protective Order shall limit a Designating Party's use of its own information or
14 materials, or prevent a Designating Party from disclosing its own information or
15 materials to any person. Such disclosure shall not affect any designations made
16 pursuant to the terms of this Protective Order, so long as the disclosure is made in
17 a manner that is reasonably calculated to maintain the confidentiality of the
18 information.

19 5. Manner of Designating Written Materials.

20 5.1 Documents, discovery responses and other written materials shall be
21 designated as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – OUTSIDE
22 ATTORNEYS' EYES ONLY" whether in whole or in part, as follows.

23 5.2 The producing party shall designate materials by placing the legend
24 "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS'
25 EYES ONLY" on each page so designated prior to production. If the first or
26 cover page of a multi-page document bears the legend "CONFIDENTIAL,"
27 "HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY" the
28 entire document shall be deemed so designated, and the absence of marking each

1 page shall not constitute a waiver of the terms of this Order. If the label affixed
2 to a computer disk containing multiple files bears the legend
3 “CONFIDENTIAL,” “CONFIDENTIAL – OUTSIDE ATTORNEYS’ EYES
4 ONLY” the entire disk shall be deemed so protected, and the absence of marking
5 of each file shall not constitute a waiver of the terms of this Order.

6 5.3 A designation of ““CONFIDENTIAL,” or “HIGHLY
7 CONFIDENTIAL – OUTSIDE ATTORNEYS’ EYES ONLY” as to any item,
8 thing or object that cannot otherwise be categorized as a document, shall be
9 made: (1) by placing the legend “CONFIDENTIAL,” or “HIGHLY
10 CONFIDENTIAL – OUTSIDE ATTORNEYS’ EYES ONLY” on the thing,
11 object or container within which it is stored; or (2) by specifically identifying, in
12 writing, the item and the level of confidentiality designation, where such labeling
13 is not feasible.

14 5.4 When a party wishes to designate as “CONFIDENTIAL,” or
15 “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS’ EYES ONLY”
16 materials produced by someone other than the Designating Party (a “Producing
17 Party”), such designation shall be made:

18 5.4.1 Within fifteen (15) business days from the date that the Designating
19 Party receives copies of the materials from the producing or disclosing entity; and

20 5.4.2 By notice to all parties to this action and to the Producing Party, if
21 such party is not a party to this action, identifying the materials to be designated
22 with particularity (either by production numbers or by providing other adequate
23 identification of the specific material). Such notice shall be sent by facsimile and
24 regular mail.

25 5.4.3. A party shall be permitted to designate as “CONFIDENTIAL,” or
26 “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS’ EYES ONLY”
27 material produced by a Producing Party only where:
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1 a. The material being produced was provided to or developed by such
2 Producing Party: (i) under a written confidentiality agreement with the Designating
3 Party; or (ii) within a relationship with the Designating Party (or a party operating
4 under the control thereof) in which confidentiality is imposed by law (including,
5 but not limited, to the employment relationship and the vendor-customer
6 relationship); and

7 b. The material being produced would be considered confidential material
8 of the Designating Party under Section 2.1 of this Agreement if it were in the
9 possession of the Designating Party.

10 5.5 Upon notice of designation, all persons receiving notice of the
11 requested designation of materials shall:

12 5.5.1 Make no further disclosure of such Designated Material or
13 information contained therein, except as allowed in this Protective Order;

14 5.5.2 Take reasonable steps to notify any persons known to have
15 possession of or access to such Designated Materials of the effect of such
16 designation under this Protective Order; and

17 5.5.3 If “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – OUTSIDE
18 ATTORNEYS’ EYES ONLY” material or information contained therein is
19 disclosed to any person other than those entitled to disclosure in the manner
20 authorized by this Protective Order, the party responsible for the disclosure shall,
21 immediately upon learning of such disclosure, inform the Designating Party in
22 writing of all pertinent facts relating to such disclosure, and shall make every
23 effort to prevent further disclosure by the unauthorized person(s).

24 6. Manner of Designating Deposition Testimony.

25 6.1 Deposition transcripts and portions thereof taken in this action may
26 be designated as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
27 OUTSIDE ATTORNEYS’ EYES ONLY” during the deposition or after, in which
28 case the portion of the transcript containing Designated Material shall be

1 identified in the transcript by the Court Reporter as “CONFIDENTIAL,” or
2 “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS’ EYES ONLY.” The
3 designated testimony shall be bound in a separate volume and marked by the
4 reporter accordingly.

5 6.2 Where testimony is designated during the deposition, the
6 Designating Party shall have the right to exclude, at those portions of the
7 deposition, all persons not authorized by the terms of this Protective Order to
8 receive such Designated Material.

9 6.3 Within thirty (30) days after a deposition transcript is certified by the
10 court reporter, any party may designate pages of the transcript and/or its exhibits
11 as Designated Material. During such thirty (30) day period, the transcript in its
12 entirety shall be treated as “CONFIDENTIAL” (except for those portions
13 identified earlier as “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS’
14 EYES ONLY” which shall be treated accordingly from the date of designation).
15 If any party so designates such material, the parties shall provide written notice of
16 such designation to all parties within the thirty (30) day period. Designated
17 Material within the deposition transcript or the exhibits thereto may be identified
18 in writing by page and line, or by underlining and marking such portions
19 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS’
20 EYES ONLY” and providing such marked-up portions to all counsel.

21 7. Copies. All complete or partial copies of a document that disclose
22 Designated Materials shall be subject to the terms of this Protective Order.

23 8. Court Procedures.

24 8.1 Disclosure of Designated Material to Court Officials. Subject to the
25 provisions of this section, Designated Material may be disclosed to the Court,
26 Court officials or employees involved in this action (including court reporters,
27 persons operating video recording equipment at depositions, and any special
28 master, referee, expert, technical advisor or Third-Party Consultant appointed by

1 the Court), and to the jury in this action, and any interpreters interpreting on
2 behalf of any party or deponent.

3 8.2 Filing Designated Materials with the Court. Nothing in this Order
4 shall vary the requirements for filing under Seal imposed by the Federal Rules of
5 Civil Procedure or the Local Rules of this Court. If a party wishes to file with the
6 Court any document, transcript or thing containing information which has been
7 designated “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – OUTSIDE
8 ATTORNEYS’ EYES ONLY” the Party shall designate the material as set forth
9 herein and file it with the Court in an application for filing under seal under the
10 Local Rules of this Court, with the material bearing the legend:

11 **“[CONFIDENTIAL, or HIGHLY CONFIDENTIAL – OUTSIDE**
12 **ATTORNEYS’ EYES ONLY] INFORMATION SUBJECT TO**
13 **PROTECTIVE ORDER.”**

14 The Application for Filing under Seal must show good cause for the under seal
15 filing. Filing the document under seal shall not bar any party from unrestricted use
16 or dissemination of those portions of the document that do not contain material
17 designated “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – OUTSIDE
18 ATTORNEYS’ EYES ONLY.” If a filing party fails to designate information as
19 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – OUTSIDE
20 ATTORNEYS’ EYES ONLY,” any party who in good faith believes that
21 designation and filing under seal is required by this Protective Order may move the
22 Court to file said information under seal within five (5) days of learning of the
23 defective filing. Notice of such designation shall be given to all parties. Nothing
24 in this provision relieves a party of liability for damages caused by failure to
25 properly file Designated Material under seal.

26 8.3 Retrieval of Designated Materials. The party responsible for lodging
27 or filing the Designated Materials shall be responsible for retrieving such
28

1 Designated Materials from the Court following the final termination of the action
2 (including after any appeals).

3 9. Objections

4 9.1 A party may challenge any designation under this Protective Order at
5 any time, on the grounds that the information or material does not meet the
6 standards of Sections 1 and 2, by following the procedure of Local Rule 37 of this
7 Court.

8 9.2 The parties shall meet and confer in good faith prior to the filing of
9 any motion under this section.

10 10. Client Communication. Nothing in this Protective Order shall
11 prevent or otherwise restrict counsel from rendering advice to their clients and, in
12 the course of rendering such advice, relying upon the examination of Designated
13 Material. In rendering such advice and otherwise communicating with the client,
14 however, counsel shall not disclose any Designated Material, except as otherwise
15 permitted by this Protective Order.

16 11. No Prejudice.

17 11.1 This Protective Order shall not diminish any existing obligation or
18 right with respect to Designated Material, nor shall it prevent a disclosure to
19 which the Designating Party consented in writing before the disclosure takes
20 place.

21 11.2 Unless the parties stipulate otherwise, evidence of the existence or
22 nonexistence of a designation under this Protective Order shall not be admissible
23 for any purpose during any proceeding on the merits of this action.

24 11.3 If any party required to produce documents contends that it
25 inadvertently produced any Designated Material without marking it with the
26 appropriate legend, or inadvertently produced any Designated Material with an
27 incorrect legend, the producing party may give written notice to the receiving
28 party or parties, including appropriately stamped substitute copies of the

1 Designated Material. If the parties collectively agree to replacement of the
2 Designated Material, then the documents will be so designated. Within five (5)
3 business days of receipt of the substitute copies, the receiving party shall return
4 the previously unmarked or mismarked items and all copies thereof. If the parties
5 do not collectively agree to replacement of the Designated Material, the
6 producing party shall comply with the procedure of Local Rule 37 in seeking
7 protection for the inadvertently produced material.

8 11.4 Neither the provisions of this Protective Order, nor the filing of any
9 material under seal, shall prevent the use in open court, in deposition, at any
10 hearing, or at trial of this case of any material that is subject to this Protective
11 Order or filed under seal pursuant to its provisions. At deposition, the party using
12 Designated Material must request that the portion of the proceeding where use is
13 made be conducted so as to exclude persons not qualified to receive such
14 Designated Material. At trial, the party using Designated Material must request
15 that the portion of the proceeding where use is made be conducted so as to
16 exclude persons not qualified to receive such Designated Material. All
17 confidentiality designations or legends placed pursuant to this Stipulated
18 Protective Order shall be removed from any document or thing used as a trial
19 exhibit in this case. The removal of such confidentiality designations or legends
20 under the preceding sentence shall not affect the treatment of such documents and
21 things as Designated Material under this Stipulated Protective Order. Upon
22 request of a party, the parties shall meet and confer concerning the use and
23 protection of Designated Material in open court at any hearing. Prior to the
24 pretrial conference, the parties shall meet and confer concerning appropriate
25 methods for dealing with Designated Material at trial.

26 11.5 Any inadvertent production of documents containing privileged
27 information shall not be deemed to be a waiver of the attorney-client privilege,
28 work product doctrine, or any other applicable privilege or doctrines. All parties

1 specifically reserve the right to demand the return of any privileged documents
2 that it may produce inadvertently during discovery if the producing party
3 determines that such documents contain privileged information. After receiving
4 notice of such inadvertent production by the producing party, the receiving party
5 agrees to make reasonable and good faith efforts to locate and return to the
6 producing party all such inadvertently produced documents.

7 12. Modification and Survival.

8 12.1 Modification. The parties reserve the right to seek modification of
9 this Protective Order at any time for good cause. The parties agree to meet and
10 confer prior to seeking to modify this Protective Order for any reason. The
11 restrictions imposed by this Protective Order may only be modified or terminated
12 by written stipulation of all parties or by order of this Court. Parties entering into
13 this Protective Order will not be deemed to have waived any of their rights to
14 seek later amendment to this Protective Order.

15 12.2 Trial. The parties understand that this Protective Order does not
16 extend to trial of this Action. Once the case proceeds to trial, all of the
17 information that was designated as confidential and/or kept and maintained
18 pursuant to the terms of this Protective Order becomes public and will be
19 presumptively available to all members of the public, including the press, unless
20 good cause is shown to the district judge in advance of the trial to proceed
21 otherwise.

22 12.3 Survival and Return of Designated Material. This Protective Order
23 shall survive termination of this action prior to trial of this action. Upon final
24 termination of the action prior to trial of this action, and at the written request
25 of the Designating Party, all Designated Material, including deposition
26 testimony, and all copies thereof, shall be returned to counsel for the
27 Designating Party (at the expense of the Designating Party) or (at the option
28 and expense of the requesting party) shall be destroyed. Upon request for the

1 return or destruction of Designated Materials, counsel shall certify their
2 compliance with this provision and shall serve such certification to counsel
3 for the Designating Party not more than ninety (90) days after the written
4 request to return or destroy Designated Materials. Counsel who have
5 submitted one or more Certificate(s) prepared pursuant to Section 3 do not
6 need to retain such Certificate(s) past the ninety (90) day period.

7 12.4 Archival Copies. Notwithstanding the provisions for return or
8 destruction of Designated Material, each counsel may retain its internal files
9 of pleadings, correspondence, work product, deposition and discovery
10 materials, etc., as well as one copy of each item of Designated Material, for
11 archival purposes.

12 13. No Contract. This Protective Order shall not be construed to
13 create a contract between the parties or between the parties and their
14 respective counsel.

15 14. Court's Retention of Jurisdiction. The Court retains jurisdiction
16 after final termination of the action prior to trial, to enforce this Stipulation.

17 15. Exception for Public Information. Nothing in this Stipulation shall be
18 deemed in any way to restrict the use of documents or information which are
19 lawfully obtained or publicly available to a party independently of discovery in this
20 action, whether or not the same material has been obtained during the course of
21 discovery in the action and whether or not such documents or information have
22 been designated hereunder. However, in the event of a dispute regarding such
23 independent acquisition, a party wishing to use any independently acquired

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1 documents or information shall bear the burden of proving independent
2 acquisition.

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4 **IT IS SO ORDERED.**

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6 Dated: January 19, 2011


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8 Andrew J. Wistrich
9 United States Magistrate Judge
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Exhibit A

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3 **UNITED STATES DISTRICT COURT**
4 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**
5

6 L.A. PRINTEX INDUSTRIES, INC. a
7 California Corporation,

8 Plaintiff,

9 v.

10 RITE AID CORP., et al.,

11 Defendants.
12

Case No. CV 10-04416 DSF (AJWx)

**ACKNOWLEDGEMENT OF
STIPULATED PROTECTIVE ORDER**

[Fed.R.Civ.P. 26(c)]

13
14 The undersigned hereby acknowledges that he/she has read the
15 STIPULATED PROTECTIVE ORDER entered in the above captioned litigation,
16 and that he/she fully understands and agrees to abide by the obligations and
17 conditions thereof.
18

19 Dated: _____

(Signature)

(Print Name)