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NOTE CHANGES MADE BY THE COURT

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 12 *INTERNATIONAL, INC. d/b/a/ VOGUE INTERNATIONAL*

13 **UNITED STATES DISTRICT COURT**
 14 **CENTRAL DISTRICT OF CALIFORNIA**

15 MOROCCANOIL, INC., a California
 corporation,
 16
 Plaintiff,
 17 v.
 18 VOGUE INTERNATIONAL, a
 fictitiously named company of TODD
 19 CHRISTOPHER INTERNATIONAL,
 INC., a Florida corporation, and DOES
 20 1 through 10, Inclusive,
 21 Defendants.

22 TODD CHRISTOPHER
 INTERNATIONAL, INC. d/b/a/
 23 VOGUE INTERNATIONAL, a Florida
 Corporation,
 24
 Counterclaimant,
 25 v.
 26 MOROCCANOIL, INC., a California
 27 Corporation,
 28 Counterdefendant.

CASE NO.: CV10 10048 DMG (AGRx)
 [Honorable Dolly M. Gee, Ctrm 7 (Spring)]

~~Proposed~~ STIPULATED
 PROTECTIVE ORDER

NOTE CHANGES MADE BY THE COURT

1 **IT IS HEREBY STIPULATED AND AGREED**, by and between the parties
2 hereto, that:

3 1. Any party or non-party (collectively “party”) that produces information in
4 connection with this case orally during testimony at depositions, in writing or through
5 the production of documents or otherwise during the proceedings which it reasonably
6 believes in good faith to be confidential or highly confidential in nature may designate
7 such information for protection under this Stipulated Protective Order. The information
8 so designated (“Protected Material”) shall thereafter be subject to the provisions of this
9 Stipulated Protective Order.

10 2. Protected Material shall be designated by the party producing it as either
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY”
12 at the time that a response to discovery is made by placing or affixing a
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY”
14 notice in writing on documents containing such Protected Material, except that in the
15 case of depositions, the party’s counsel wishing to designate portions of a deposition as
16 containing Protected Material may do so by making an appropriate statement at the
17 time of the giving of such testimony or by notifying counsel in writing upon subsequent
18 review of the transcript. Where material is designated both “CONFIDENTIAL” and
19 “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY,” the material shall be
20 treated as “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY.”

21 3. Any designation of Protected Materials which is inadvertently omitted
22 during document production may be corrected by written notification to counsel, and
23 such documents shall thereafter be treated as Protected Material in accordance with the
24 provisions of this Stipulated Protective Order.

25 4. Any designation of Protected Material which is inadvertently omitted
26 during testimony at depositions may be corrected within thirty (30) days of such
27 testimony by written notification to counsel and such testimony shall thereafter be
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1 treated as Protected Material in accordance with the provisions of this Stipulated
2 Protective Order.

3 5. Protected Material classified as "HIGHLY CONFIDENTIAL -
4 ATTORNEYS' EYES ONLY" under paragraph 2 may be disclosed only to the
5 following persons, except upon the prior written consent of the designating party or
6 upon order of the Court:

7 (a) counsel of record for the parties and the necessary clerical and legal
8 support personnel employed by such counsel;

9 (b) Plaintiff's in-house counsel, Gerardo Ludert;

10 (c) independent consultants and experts retained by counsel of record to assist
11 in connection with this action, subject to the provisions contained in
12 paragraph 7 of this Stipulated Protective Order;

13 (d) persons who are identified on the face of a writing containing such
14 information as the authors or recipients of the information; and

15 (e) the Court and its employees and stenographic reporters present at
16 depositions or trial.

17 6. Protected material classified as "CONFIDENTIAL " under paragraph 2
18 may be disclosed only to the following persons, except upon the prior written consent
19 of the designating party or upon order of the Court:

20 (a) the persons identified in paragraph 5 above to whom information
21 designated as "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
22 ONLY" may be disclosed; and

23 (b) the parties and their employees who are participating in this proceeding.

24 7. In the event that counsel of record for a receiving party proposes to
25 disclose Protected Material to any independent consultant or expert retained for the
26 purposes of this litigation, said consultant or expert must first execute a copy of the
27 declaration attached hereto as Exhibit A.

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1 8. All Protected Material disclosed in this case shall be used by counsel,
2 authorized retained outside experts or consultants, if any, and any other reviewing
3 party, only for the purposes of prosecuting or defending this litigation and not for any
4 business or other purpose whatsoever, including for their own use or for the use of their
5 clients.

6 ^{A party seeking to file with the Court Protected}
7 ~~9. No Protected Material shall be filed in the public record of this matter.~~
8 ~~Any Protected Material that is filed with the Court, and any pleadings, motions or other~~
9 ~~papers filed with the Court disclosing any Protected Material, shall be filed under seal.~~
10 ^{Material,}
11 ^{or}
12 ^{comply with}
13 ^{Local Rule 79-5.}

14 Where possible, only the portions of filings containing the Protected Material shall be
15 filed under seal. ~~Notwithstanding the foregoing obligation to file Protected Material~~
16 ~~under seal,~~ the burden of demonstrating to the Court that any Protected Material should
17 be sealed shall always remain with the party that designated the Protected Material as
18 such.

19 10. A party which designates information as Protected Material shall have a
20 reasonable basis for believing, in good faith, that the information requested is
21 confidential, proprietary or commercial information upon which restrictions to access
22 should be imposed before that party designates the information as Protected Material.
23 In the event that a receiving party shall at any time disagree with the designation by the
24 producing party of any information as Protected Material, then the parties will first try,
25 in good faith, to resolve such dispute on an informal basis before presenting the dispute
26 to the Court ^{pursuant to Local Rule 37.}
27 ~~by motion or otherwise.~~ The Court may then determine whether the
28 information should be considered Protected Material and, if so, may rule on what
restrictions to access or disclosure should be imposed, if any. No party shall be
obligated to challenge the propriety of the designation of Protected Material at the time
of production, and a failure to do so shall not preclude a subsequent challenge as to the
propriety of such designation.

11. This Stipulated Protective Order is without prejudice to the right of any
party to seek relief from or modification of any provision contained in it after notice to

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1 the other party. This Stipulated Protective Order is without prejudice to the right of any
2 party to move for a separate protective order relating to any particular document or
3 information, including restrictions different from those specified herein, and/or to
4 present other appropriate motions.

5 12. The restrictions set forth in any of the preceding paragraphs shall not apply
6 to information or material that:

7 (a) was, is or becomes public knowledge, not in violation of this Stipulated
8 Protective Order;

9 (b) is acquired by the non-designating party from a third party having the
10 right to disclose such information or material; or

11 (c) was lawfully possessed by the non-designating party prior to the execution
12 of this Stipulated Protective Order.

13 13. Nothing herein shall affect the right of a producing party to use its own
14 Protected Material for any purpose.

15 14. Nothing herein shall prevent a receiving party or any other person who has
16 received Protected Material pursuant to the terms of this Agreement from producing
17 such Protected Material in response to a lawful subpoena or other compulsory process,
18 provided that the receiving party or other person receiving such subpoenas or process
19 (a) shall as soon as is reasonably practical give notice thereof to counsel for the
20 producing party by telephone and facsimile and shall furnish the producing party a
21 reasonable opportunity to seek a protective order; and (b) if application for a protective
22 order is made promptly and before the return date, shall not produce such Protected
23 Material prior to receiving a court order of the consent of the producing party or its
24 counsel unless otherwise required by law. In the event that production of such
25 Protected Material is made notwithstanding such prompt application for a protective
26 order, it shall continue to be treated as Protected Material by all persons subject to this
27 Stipulated Protective Order unless and until the court shall otherwise direct.

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1 15. Each person who has access to Protected Material that has been designated
2 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
3 ONLY" shall take all due precautions to prevent the unauthorized or inadvertent
4 disclosure of such material.

5 16. This Stipulated Protective Order shall survive the termination of this
6 action. Within thirty (30) days of the final disposition of this action including, without
7 limitation, the final disposition of any appeals taken in the action, all Protected Material
8 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS'
9 EYES ONLY," and all copies thereof, shall be promptly returned to the producing party
10 or destroyed promptly.

11 17. Nothing contained in this Order shall bar or otherwise restrict any attorney
12 from rendering advice to his client with respect to this action and, in the course thereof,
13 from generally referring to or relying upon the examination of documents produced or
14 information revealed in deposition or trial transcripts. In rendering such advice or in
15 otherwise communicating with his or her client, the attorney shall not disclose the
16 specific content of any document or information designated as "HIGHLY
17 CONFIDENTIAL - ATTORNEYS' EYES ONLY" by a producing party.

18 18. This Court shall retain jurisdiction over all persons subject to this
19 Stipulated Protective Order to the extent necessary to enforce any obligations arising
20 hereunder or to impose sanctions for any contempt thereof.

21 19. This Stipulated Protective Order may be executed in multiple counterparts,
22 each of which shall be valid and binding as if all parties had executed the same original,
23 and a faxed signature shall be deemed an original signature for all purposes.

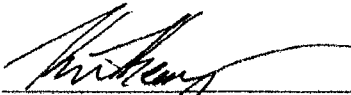
24 20. The parties agree to submit to this Stipulated Protective Order for entry by
25 the Court. However, the parties agree to be bound by its terms upon execution and
26 regardless of whether it is entered by the Court.

27 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**
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Dated: April 10, 2012


CONKLE, KREMER & ENGEL

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Dated: 4/11/2012

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1 THE STIPULATED PROTECTIVE ORDER BETWEEN
2 MOROCCANOIL, INC. AND TODD CHRISTOPHER INTERNATIONAL,
3 INC. d/b/a/ VOGUE INTERNATIONAL, IS HEREBY APPROVED AND SO
4 ORDERED: AS MODIFIED BY THE COURT,

AGOR

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6 Dated: May 9, 2012

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9 Alicia G. Rosenberg
10 Honorable Dolly M. Gee
11 United States District Court Judge
12 Magistrate
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EXHIBIT A

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MOROCCANOIL, INC., a California corporation,

Plaintiff,

v.

VOGUE INTERNATIONAL, a fictitiously named company of TODD CHRISTOPHER INTERNATIONAL, INC., a Florida corporation, and DOES 1 through 10, Inclusive,

Defendants.

TODD CHRISTOPHER INTERNATIONAL, INC. d/b/a/ VOGUE INTERNATIONAL, a Florida Corporation,

Counterclaimant,

v.

MOROCCANOIL, INC., a California Corporation,

Counterdefendant.

CASE NO.: CV10 10048 DMG (AGR_x)
[Honorable Dolly M. Gee, Ctrm 7 (Spring)]

NON-DISCLOSURE AGREEMENT

I, _____, hereby acknowledge that I have read the Stipulated Protective Order entered in the above-entitled action and will not directly or indirectly use or allow use for any purpose or disclose to any person for any purpose any "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES

1 ONLY" information or documents covered by the aforesaid Order except as provided in
2 said Order and not for any business or other purpose whatsoever, and I hereby agree to
3 be bound by the terms of said Order.

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5 Date:

6 By: _____

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Print Name

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10 _____
Firm or Affiliation

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Title:

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