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27 *Attorneys for Plaintiff Ce Soir Lingerie Co., Inc. and*
 28 *Counter-Defendants Ce Soir Lingerie Co., Inc. and*
Beverly Ann Deal

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CE SOIR LINGERIE CO., INC., a
 California Corporation, d/b/a FASHION
 FORMS, INC., d/b/a LINGERIE
 SOLUTIONS,

Plaintiff,

v.

IMAGINE ENTERPRISES, LLC, a New
 York limited liability company,

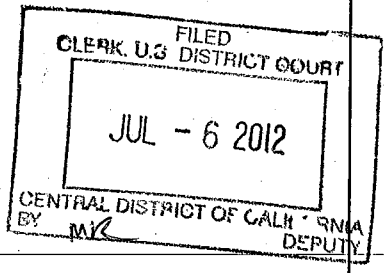
Defendants.

IMAGINE ENTERPRISES, LLC, a New
 York limited liability company. TARA

Case No. 2:11-cv-07291 DMG (FMOx)

**JOINT STIPULATED
 PROTECTIVE ORDER**

NOTE CHANGES MADE BY THE COURT



STIPULATED PROTECTIVE ORDER

1	CAVOSIE, an individual
2	Counter-claimant,
3	v.
4	CE SOIR LINGERIE CO., INC., a
5	California Corporation, d/b/a FASHION
6	FORMS, INC., d/b/a LINGERIE
7	SOLUTIONS; BEVERLY ANN DEAL, an
8	individual; DOES 1-10.
	Counter-defendants.

9 1. PURPOSES AND LIMITATIONS. Disclosure and discovery activity in this
10 action are likely to involve production of confidential, proprietary, or private information
11 for which special protection from public disclosure and from use for any purpose other than
12 prosecuting this litigation would be warranted. Accordingly, the parties hereby stipulate to
13 and petition the court to enter the following Stipulated Protective Order. The parties further
14 acknowledge, as set forth in Section 10, below, that this Stipulated Protective Order creates
15 no entitlement to file confidential information under seal; Civil Local Rule 79-5 sets forth
16 the procedures that must be followed and reflects the standards that will be applied when a
17 party seeks permission from the court to file material under seal.

18 1.1. GOOD CAUSE STATEMENT. Specific prejudice or harm will result if this
19 protective order is not granted as to the categories of documents and information the parties
20 seek to protect including, without limitation, harm to personal and/or business interests of
21 the parties caused by the public disclosure of confidential, proprietary, or otherwise private
22 information.

23
24 2. DEFINITIONS.

25 2.1. Party: any party to this action.

26 2.2. Material: all items or information, regardless of the medium or manner
27 generated, stored, or maintained (including, among other things, testimony, transcripts, or
28

1 tangible things) that are produced, served or otherwise provided in this action by the Parties
2 or by non-parties.

3 2.3. “Confidential” Material: information or any other form of evidence or
4 discovery a Designating Party believes, in good faith, embodies, contains, or reflects
5 information that is confidential, private, or proprietary, including without limitation:
6 research and development notebooks and logs; trade secrets; commercial and financial
7 records and information (e.g., customer and supplier lists, private sales data, proprietary
8 manufacturing information); and personnel information.

9 2.4. “Highly Confidential –Attorneys’ Eyes Only” Material: information or any
10 other form of evidence or discovery a Designating Party believes, in good faith, embodies,
11 contains, or reflects highly confidential and/or proprietary information, including Materials
12 that provide the Designating Party with a competitive advantage, and the disclosure of
13 which to a competitor would materially harm the business of the Designating Party.

14 2.5. Receiving Party: a Party that receives Material from a Producing Party.

15 2.6. Producing Party: a Party or non-party that produces Material in this action.

16 2.7. Designating Party: a Party or non-party that designates Material as
17 “Confidential” or “Highly Confidential - Attorneys’ Eyes Only.”

18 2.8. Protected Material: any Material that is designated as “Confidential” or as
19 “Highly Confidential – Attorneys’ Eyes Only.”

20 2.9. Outside Counsel: attorneys (including litigation and clerical support staff) who
21 are not employees, directors, or officers of a Party or a Party’s parents, affiliates, or
22 subsidiaries, but who are counsel of record for a Party in this action or advise a Party in this
23 action.

24 2.10. House Counsel: attorneys who are employees of a Party.

25 2.11. Counsel (without qualifier): Outside Counsel and House Counsel (as well as
26 their support staffs).

1 3. SCOPE. The protections conferred by this Stipulation and Order cover not only
2 Protected Material (as defined above), but also any information copied or extracted
3 therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus
4 testimony, conversations, or presentations by parties or counsel to or in court or in other
5 settings that might reveal Protected Material.

6
7 4. DURATION. ~~The terms of this Order shall survive the final termination of this~~
8 ~~action to the extent that any Protected Material is not or does not become known to the~~
9 ~~public. However, at the commencement of trial, all Protected Material that the Parties~~
10 ~~designate for use at trial shall become public unless good cause to proceed otherwise is~~
11 ~~shown to this Court in advance of trial. This Court shall retain jurisdiction over this action~~
12 ~~for the purpose of enforcing this Order. The parties agree that any order of dismissal of this~~
13 ~~action as to any or all parties shall include a specific provision that the Court retains~~

14 ~~jurisdiction to enforce the terms of this Order following dismissal. Each Party hereby~~
15 ~~consents to the personal jurisdiction of the Court for that purpose.~~ *Once the case proceeds to trial,*
16 *designated as confidential and kept and maintained pursuant to the terms of the protective order becomes*
public and will be presumptively available to all members of the public, including the press, unless good cause is
shown to the district judge in advance of the trial to proceed otherwise.

17 5. DESIGNATING PROTECTED MATERIAL.

18 5.1. Designations. Designation in conformity with this Order requires:

19 (a) for information in documentary form (apart from transcripts of depositions or
20 other pretrial or trial proceedings), that the Producing Party affix the legend
21 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" on
22 each page that contains protected material. For files produced in native format, the
23 Producing Party may indicate the confidentiality designation within a file name or in
24 correspondence accompanying the production.

25 A Party or non-party that makes original documents or materials available for
26 inspection need not designate them for protection until after the inspecting Party has
27 indicated which material it would like copied and produced. During the inspection and
28 before the designation, all of the material made available for inspection shall be deemed

1 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party
2 has identified the documents it wants copied and produced, the Producing Party must
3 determine which documents, or portions thereof, qualify for protection under this Order.
4 Then, before producing the specified documents, the Producing Party must affix the
5 appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
6 EYES ONLY”) on each page that contains Protected Material.

7 Parties other than the Producing Party may also separately request that materials
8 produced by another party be treated as “Confidential” or “Highly Confidential – Attorneys
9 Eyes’ Only,” and separately provide replacement copies of such materials with an
10 appropriate legend.

11 (b.) for testimony given in deposition or in other discovery-related proceedings,
12 that the Designating Party identify on the record, before the close of that deposition or other
13 discovery-related proceeding, all protected testimony, and further specify any portions of
14 the testimony that qualify as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
15 ATTORNEYS’ EYES ONLY.” Testimony identified in this way will retain the protection
16 of its designation as Protected Material without any further action by the Designating Party.
17 Any Party may also designate testimony as “CONFIDENTIAL” or “HIGHLY
18 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” by notifying the court reporter and all
19 of the parties, in writing within thirty (30) days after receipt of the final corrected
20 deposition transcript, of the specific pages and lines of the transcript that should be treated
21 thereafter as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
22 ONLY”. In such a case, each Party shall attach a copy of such written notice or notices to
23 the face of the transcript and each copy thereof in his/her possession, custody or control. In
24 any event, all deposition transcripts shall be treated as “HIGHLY CONFIDENTIAL –
25 ATTORNEYS’ EYES ONLY” for at least a period of thirty (30) days after receipt of the
26 final corrected transcript.

27 (c.) for information produced in some form other than documentary, and for any
28 other tangible items, that the Producing Party affix in a prominent place on the exterior of

1 the container or containers in which the information or item is stored the legend
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If
3 only portions of the information or item warrant protection, the Producing Party, to the
4 extent practicable, shall identify the protected portions, specifying whether they qualify as
5 “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

6 5.2. Inadvertent Production.

7 (a.) Inadvertent Failures to Properly Designate. If a Party or non-party
8 inadvertently produces Material without labeling or otherwise designating it in accordance
9 with the provisions of this Order, the Party or non-party may give written notice to the
10 Receiving Party that the Material produced is designated “CONFIDENTIAL” or “HIGHLY
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and should be treated as such in
12 accordance with the provisions of this Order. The Receiving Party must treat such Material
13 according to its most recent designation of “CONFIDENTIAL” or “HIGHLY
14 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” from the date such notice is received.
15 If, before receiving such notice, the Receiving Party disclosed such Material to recipients
16 who are not qualified to receive it under the most recent designation, the Receiving Party
17 must immediately inform the Designating Party of all pertinent facts relating to such
18 disclosure and shall make all reasonable efforts to assure that the Material is treated in
19 accordance with the provisions of this Order, including retrieving any copies that may have
20 been disclosed to unqualified recipients. Nothing in this section shall preclude a Party from
21 challenging the propriety of the claim of confidentiality.

22 (b.) No Waiver of Privilege. The production or inspection of Material that a
23 Producing Party claims was inadvertent and should not have been produced or disclosed
24 because of the attorney-client privilege, the work product immunity or any other applicable
25 privilege or immunity from discovery shall not be deemed to be a waiver of any such
26 privilege or immunity to which the Producing Party would have been entitled had the
27 Material not inadvertently been produced or disclosed. Upon request by the Producing
28 Party, the Receiving Party shall immediately return all copies of such inadvertently

1 produced Material. The return of such Material shall not in any way preclude the
2 Receiving Party from moving the Court for a ruling that the Material was never privileged.

3

4 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

5 6.1. Challenges. The Designating Party shall use reasonable care when designating
6 Material as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
7 ONLY”. Nothing in this Order shall prevent a Receiving Party from contending that any
8 Material has been improperly designated. If the Receiving Party disagrees with the
9 designation of any Material, the Receiving Party may challenge such designation by
10 providing the Designating Party with written notice of such challenge and by identifying
11 the Material as specifically as possible. Unless a prompt challenge to a Designating Party’s
12 confidentiality designation is necessary to avoid foreseeable substantial unfairness,
13 unnecessary economic burdens, or a later significant disruption or delay of the litigation, a
14 Party does not waive its right to challenge a confidentiality designation by electing not to
15 mount a challenge promptly after the original designation is disclosed.

16 6.2. Meet and Confer. A Party that elects to initiate a challenge to a Designating
17 Party’s confidentiality designation must do so in good faith and, in addition to the written
18 notice, must begin the process by conferring directly (in voice to voice dialogue; other
19 forms of communication are not sufficient) with counsel for the Designating Party. In
20 conferring, the challenging Party must explain the basis for its belief that the confidentiality
21 designation was not proper and must give the Designating Party an opportunity to review
22 the designated material, to reconsider the circumstances, and, if no change in designation is
23 offered, to explain the basis for the chosen designation. A challenging Party may proceed to
24 the next stage of the challenge process only if it has engaged in this meet and confer
25 process first.

26 6.3. Judicial Intervention. A Party that elects to press a challenge to a
27 confidentiality designation after considering the justification offered by the Designating
28 Party may file and serve a motion that identifies the challenged material and sets forth in

1 detail the basis for the challenge. Each such motion must (a) be made in strict compliance
2 with Local Rules 37-1 and 37-2, including the Joint Stipulation requirement; (b)
3 accompanied by a competent declaration that affirms that the movant has complied with the
4 meet and confer requirements imposed in the preceding paragraph; and (c) set forth with
5 specificity the justification for the confidentiality designation that was given by the
6 Designating Party in the meet and confer dialogue.

7 Until the court rules on the challenge, all parties shall continue to afford the material
8 in question the level of protection to which it is entitled under the Designating Party's
9 designation.

10
11 7. ACCESS TO AND USE OF PROTECTED MATERIAL.

12 7.1. Basic Principles. Unless previously filed or lodged with the Court, Protected
13 Material and the substance and content thereof, including any copies, notes, memoranda,
14 summaries, excerpts, compilations, or other similar documents relating thereto, shall be
15 used by a Receiving Party solely for the purpose of this litigation and not for any other
16 purpose, including, without limitation, any business or commercial purpose, or
17 dissemination to the media or public. Any person in possession of Protected Material shall
18 exercise reasonably appropriate care with regard to storage, custody, or use of such
19 Protected Material in order to ensure that the confidential nature of the Protected Material
20 is maintained. If Protected Material is disclosed or comes into the possession of any person
21 other than in the manner authorized by this Order, any Party having knowledge of the
22 disclosure must immediately inform the Producing Party (and, if not the same person or
23 entity, the Designating Party) of all pertinent facts relating to such disclosure and shall
24 make reasonable efforts to retrieve such Protected Material and to prevent further
25 disclosure. Such Protected Material may be disclosed only to the categories of persons and
26 under the conditions described in this Order. When the litigation has been terminated, a
27 Receiving Party must comply with the provisions of section 12, below (FINAL
28 DISPOSITION).

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

4 7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
5 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
6 may disclose any information or item designated CONFIDENTIAL only to:

- 7 (a.) the Receiving Party's Outside Counsel of record in this action;
- 8 (b.) the officers, directors, and employees (including House Counsel) of the
9 Receiving Party to whom disclosure is reasonably necessary for this litigation and who
10 have signed the "Agreement to Be Bound by Protective Order" (Exhibit A);
- 11 (c.) subject to the notice and objection protocol under Section 8 of this
12 agreements, experts of the Receiving Party to whom disclosure is reasonably necessary for
13 this litigation and who have signed the "Agreement to Be Bound by Protective Order"
14 (Exhibit A);
- 15 (d.) the Court and its personnel;
- 16 (e.) court reporters, their staffs, and professional vendors to whom disclosure is
17 reasonably necessary for this litigation and who have signed the "Agreement to Be Bound
18 by Protective Order" (Exhibit A);
- 19 (f.) during their depositions, witnesses in the action to whom disclosure is
20 reasonably necessary and who have signed the "Agreement to Be Bound by Protective
21 Order" (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions
22 that reveal Protected Material must be separately bound by the court reporter and may not
23 be disclosed to anyone except as permitted under this Stipulated Protective Order;
- 24 (g.) the author of the document or the original source of the information; and
- 25 (h.) bank regulators of the Receiving Party to whom disclosure is required for the
26 purposes of bank regulation or auditing, with such disclosure governed by any and all
27 applicable confidentiality agreements between the bank regulator and the Receiving Party.
- 28

1 7.3. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
2 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
3 Designating Party, a Receiving Party may disclose any information or item designated
4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

- 5 (a.) the Receiving Party’s Outside Counsel of record in this action;
6 (b.) subject to the notice and objection protocol under Section 8 of this
7 agreements, experts to whom disclosure is reasonably necessary for this litigation who have
8 signed the “Agreement to Be Bound by Protective Order” (Exhibit A);
9 (c.) the Court and its personnel;
10 (d.) court reporters, their staffs, and professional vendors to whom disclosure is
11 reasonably necessary for this litigation and who have signed the “Agreement to Be Bound
12 by Protective Order” (Exhibit A); and
13 (e.) the author of the document or the original source of the information.
14 (f.) bank regulators of the Receiving Party to whom disclosure is required for the
15 purposes of bank regulation or auditing, with such disclosure governed by any and all
16 applicable confidentiality agreements between the bank regulator and the Receiving Party.

17
18 8. DISCLOSURE TO EXPERTS

19 (a.) Confidentiality Agreement. An expert’s access to Protected Material shall be
20 subject to the terms in this section, including the notice-and-objection provisions below,
21 and the requirement that the expert execute the “Agreement to Be Bound by Protective
22 Order” (Exhibit A).

23 (b.) Written Notice. Before a Receiving Party may disclose, directly or indirectly,
24 any Protected Material to an Expert, the Receiving Party must provide written notice to the
25 Producing Party that (1) sets forth the full name of the expert and the city and state of his or
26 her primary residence, (2) attaches a copy of the “Agreement to Be Bound by Protective
27 Order” signed by the expert, (3) attaches a copy of the expert’s current curriculum vitae, (4)
28 identifies all employers and clients for whom the expert has worked or consulted in the last

1 four years, including the expert's current employer(s), and (5) identifies (by name and
2 number of the case, filing date, and location of the court) any intellectual property litigation
3 or patent application in connection with which the expert has provided any professional
4 services during the preceding four years.

5 (c.) Objection. A Party that makes a written notice and provides the information
6 specified in the preceding paragraph may disclose the Protected Material to the identified
7 expert unless, within five (5) business days of the written notice (plus three (3) additional
8 business days if notice is given other than by hand delivery, email, or facsimile
9 transmission), the Producing or Designating Party objects in writing.

10 (d.) Judicial Intervention. If an objection is made, the parties shall meet and confer
11 to try to resolve the dispute by agreement. If no agreement is reached, the objecting Party
12 may move the Court for an order that access to "CONFIDENTIAL" or "HIGHLY
13 CONFIDENTIAL – ATTORNEYS' EYES ONLY" be denied the designated individual, or
14 other appropriate relief. Such motion must be made in strict compliance with Local Rules
15 37-1 and 37-2, including the Joint Stipulation requirement. Unless and until the Court
16 determines otherwise, no disclosure of any such Protected Material shall be made by the
17 Receiving Party to any expert to whom an objection has been made.

18
19 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
20 OTHER LITIGATION. If a Receiving Party is served with a subpoena or an order issued in
21 other litigation that would compel disclosure of any information or items designated in this
22 action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
23 ONLY," the Receiving Party must so notify the Designating Party, in writing (by fax, if
24 possible) within seven court days after receiving the subpoena or order. Such notification
25 must include a copy of the subpoena or court order.

26 The Receiving Party also must inform in writing the Party who caused the subpoena
27 or order to issue in the other litigation that some or all the material covered by the subpoena
28 or order is the subject of this Protective Order. In addition, the Receiving Party must

1 deliver a copy of this Stipulated Protective Order promptly to the Party in the other action
2 that caused the subpoena or order to issue.

3 The purpose of imposing these duties is to alert the interested parties to the existence
4 of this Protective Order and to afford the Designating Party in this case an opportunity to
5 try to protect its confidentiality interests in the court from which the subpoena or order
6 issued. The Designating Party shall bear the burdens and the expenses of seeking protection
7 in that court of its confidential material – and nothing in these provisions should be
8 construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful
9 subpoena issued in another action.

10

11 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL. If a
12 Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
13 Material to any person or in any circumstance not authorized under this Stipulated
14 Protective Order, the Receiving Party must immediately (a) notify in writing the
15 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
16 copies of the Protected Material, (c) inform the person or persons to whom unauthorized
17 disclosures were made of all the terms of this Order, and (d) request such person or persons
18 to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as
19 Exhibit A.

20

21 11. FILING PROTECTED MATERIAL. In accordance with Local Rule 79-5.1, if
22 any papers to be filed with the Court contain information and/or documents that have been
23 designated as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only,” the papers
24 shall be accompanied by an application to file the papers or the portion thereof containing
25 the designated information or documents (if such portion is segregable) under seal; and the
26 application shall be directed to the judge to whom the papers are directed. For motions, the
27 parties shall publicly file a redacted version of the motion and supporting papers. Pending
28

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1 the ruling on the application, the papers or portions thereof subject to the sealing
2 application shall be lodged under seal.

3
4 12. FINAL DISPOSITION. Unless otherwise ordered or agreed in writing by the
5 Producing Party, within sixty days after the final termination of this action, each Receiving
6 Party must return or destroy all Protected Material. As used in this subdivision, "all
7 Protected Material" includes all copies, abstracts, compilations, summaries or any other
8 form of reproducing or capturing any of the Protected Material. Whether the Protected
9 Material is returned or destroyed, the Receiving Party must submit a written certification to
10 the Producing Party (and, if not the same person or entity, to the Designating Party) that the
11 Receiving Party has complied with this Section of the Protective Order. Notwithstanding
12 the foregoing, Counsel are entitled to retain an archival copy of all pleadings, motion
13 papers, transcripts, legal memoranda, correspondence or attorney work product, even if
14 such materials contain Protected Material. Any such archival copies that contain or
15 constitute Protected Material ~~remain subject to this Protective Order as set forth in Section~~
16 4 (DURATION), above. *are the provisions*

17
18 13. PROSECUTION BAR. Any attorneys, patent agents, or other persons who
19 access documents, information, and other things designated "HIGHLY CONFIDENTIAL –
20 ATTORNEYS' EYES ONLY" (i) shall have no active involvement in the prosecution of
21 any application pertaining to the technology of the patent-in-suit during the pendency of
22 this action and for one (1) year after the conclusion of their involvement with this litigation,
23 including appeals; and (ii) shall have no involvement in or contact with the prosecution of
24 any application related to the patents-in-suit, e.g., reissues or reexaminations. In order for
25 an individual to receive "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
26 information of another Party, the individual must, prior to receiving such information, elect
27 in writing to forego having any involvement in or contact with the prosecution of any
28 application related to the patent-in-suit, e.g., reissues or reexaminations.

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14. MISCELLANEOUS.

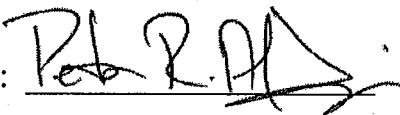
14.1. Injunctive Relief. The parties acknowledge that any breach of this Order may result in immediate and irreparable injury for which there is no adequate remedy at law. If anyone violates or threatens to violate the terms of this Order, the parties agree that the aggrieved Party may ~~immediately~~ ^{after complying with local rule 37} apply to obtain injunctive relief against any such violation or threatened violation, and ~~if the aggrieved Party does so, any respondent who is subject to the provisions of this Order may not employ as a defense that the aggrieved Party possesses an adequate remedy at law.~~

14.2. Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

14.3. Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

Dated: June 11, 2012

ONE LLP

By: 


Peter Afrasiabi

Attorneys for Defendant and
Counterclaimant Imagine Enterprises,
LLC and Counterclaimant Tara Cavosie

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Dated: June 11, 2012

Russ, August & Kabat

By: 

Eric J. Carsten

Attorneys for Plaintiff and
Counter-Defendant Ce Soir Lingerie Co., Inc. and
Counter-Defendant Beverly Ann Deal

PURSUANT TO STIPULATION, IT IS SO ORDERED. *as modified above.*

DATED: 7-6-12

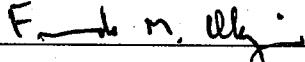

United States District/Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of Ce Soir Lingerie Co., Inc. v. Imagine Enterprises, Inc., Case No. 2:11-cv-07291 DMG (FMOx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

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

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____