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

STAR FABRICS, INC., a California Corporation,

Plaintiff,

v.

PACIFIC SUNWEAR OF CALIFORNIA, INC., a California Corporation; MADISON BRANDS, INC., a New York Corporation d/b/a/ "Ali & Kris"; ROSS STORES, INC., a Delaware Corporation; and DOES 1-10,

Defendants.

Case No. CV13-04299 MAN

**PROTECTIVE ORDER ENTERED
PURSUANT TO THE PARTIES'
STIPULATION**

PACIFIC SUNWEAR OF CALIFORNIA, INC., a California Corporation;

Third Party Plaintiff,

v.

MADISON BRANDS, INC., a corporation; ALI & KRIS, a business entity, form unknown; and ROES 1-10,

Third Party Defendants.

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1 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and based on the
2 parties' Joint Stipulation for Protective Order ("Stipulation") filed on May 6, 2014,
3 the terms of the protective order to which the parties have agreed are adopted as a
4 protective order of this Court (which generally shall govern the pretrial phase of this
5 action) except to the extent, as set forth below, that those terms have been
6 substantively modified by the Court's deletion of paragraph 1 and amendment of
7 paragraphs 4, 5.2(b), and 6.2 of the Stipulation.

8 The parties are expressly cautioned that the designation of any information,
9 document, or thing as Confidential, Highly Confidential – Attorneys' Eyes Only, or
10 other designation(s) used by the parties, does not, in and of itself, create any
11 entitlement to file such information, document, or thing, in whole or in part, under
12 seal. Accordingly, reference to this Protective Order or to the parties' designation of
13 any information, document, or thing as Confidential, Highly Confidential – Attorneys'
14 Eyes Only, or other designation(s) used by the parties, is wholly insufficient to
15 warrant a filing under seal.

16 There is a strong presumption that the public has a right of access to judicial
17 proceedings and records in civil cases. In connection with non-dispositive motions,
18 good cause must be shown to support a filing under seal. The Court has stricken their
19 good cause statement, because a specific showing of good cause or compelling
20 reasons (see below) for filing under seal, **with proper evidentiary support and legal**
21 **justification**, must be made with respect to each document or item designated as
22 Confidential, Highly Confidential – Attorneys' Eyes Only, or other designation(s)
23 used by the parties, which a party seeks to have filed under seal. The parties' mere
24 designation of any information, document, or thing as Confidential, Highly
25 Confidential – Attorneys' Eyes Only, or other designation(s) used by parties, does not
26 -- **without the submission of competent evidence, in the form of a declaration or**
27 **declarations, establishing that the material sought to be filed under seal qualifies**
28 **as confidential, privileged, or otherwise protectable** -- constitute good cause.

1 Further, if sealing is requested in connection with a dispositive motion or trial,
2 then compelling reasons, as opposed to good cause, for the sealing must be shown,
3 and the relief sought shall be narrowly tailored to serve the specific interest to be
4 protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir.
5 2010). For each item or type of information, document, or thing sought to be filed or
6 introduced under seal in connection with a dispositive motion or trial, the party
7 seeking protection must articulate compelling reasons, supported by specific facts and
8 legal justification, for the requested sealing order. **Again, competent evidence**
9 **supporting the application to file documents under seal must be provided by**
10 **declaration.**

11 Any document that is not confidential, privileged, or otherwise protectable in its
12 entirety will not be filed under seal if the confidential portions can be redacted. If
13 documents can be redacted, then a redacted version for public viewing, omitting only
14 the confidential, privileged, or otherwise protectable portions of the document, shall
15 be filed. Any application that seeks to file documents under seal in their entirety
16 should include an explanation of why redaction is not feasible.

17 Notwithstanding any other provision of this Protective Order, in the event that
18 this case proceeds to trial, all information, documents, and things discussed or
19 introduced into evidence at trial will become public and available to all members of
20 the public, including the press, unless sufficient cause is shown in advance of trial to
21 proceed otherwise.

22
23 **AGREED TERMS OF THE PROTECTIVE ORDER AS ADOPTED AND**
24 **MODIFIED BY THE COURT**¹

- 25 **1. GOOD CAUSE STATEMENT [DELETED]**
26 **2. DEFINITIONS**

27
28 ¹ The Court's substantive modifications of the agreed terms of the Protective
Order are generally indicated in bold typeface.

1 2.1. Party: any party to this action, including all of its officers, directors,
2 employees, consultants, retained experts, and outside counsel (and their support staff).

3 2.2. Disclosure or Discovery Material: all items or information, regardless of
4 the medium or manner generated, stored, or maintained (including, among other
5 things, testimony, transcripts, or tangible things) that are produced or generated in
6 disclosures or responses to discovery in this matter.

7 2.3. Trade Secret: information, including a formula, pattern, compilation,
8 program, device, method, technique, or process that: (i) derives independent
9 economic value, actual or potential, from not being generally known to the public or
10 to other persons who can obtain economic value from its disclosure or use; and (ii) is
11 the subject of efforts that are reasonable under the circumstances to maintain its
12 secrecy, as set forth in California Civil Code §3426.

13 2.4. “Confidential” Information or Items: information (regardless of how
14 generated, stored, or maintained) or tangible things that qualify for protection under
15 standards developed under Fed. R. Civ. P. 26(c) which shall only be disclosed to the
16 parties to this litigation and their respective house and outside counsels, as set forth in
17 section 7.2 below. Such information should fall into one or more of the following
18 categories: (i) sales, marketing, or product or service development strategies, tactics
19 or plans; (ii) financial data; (iii) costs of doing business; (iv) customer lists; (v)
20 business agreements and contracts; (vi) licensing negotiations and agreements; and
21 (vii) third-party documents covered by an obligation of confidentiality.

22 2.5. “Highly Confidential - Attorneys’ Eyes Only” Information or Items:
23 information (regardless of how generated, stored, or maintained) or tangible things
24 that are extremely sensitive -- such as trade secrets or highly sensitive business or
25 product expansion plans or developments -- and the disclosure of which to any Party
26 in this action would create a substantial risk of serious injury that could not be avoided
27 by less restrictive means.

28 2.6. Receiving Party: a Party that receives Disclosure or Discovery Material

1 from a Producing Party.

2 2.7. Producing Party: a Party or non-party that produces Disclosure or
3 Discovery Material in this action.

4 2.8. Designating Party: a Party or non-party that designates information or
5 items that it produces in disclosures or in responses to discovery as “Confidential” or
6 “Highly Confidential — Attorneys’ Eyes Only.”

7 2.9. Protected Material: any Disclosure or Discovery Material that is
8 designated as “Confidential” or “Highly Confidential - Attorneys’ Eyes Only.”

9 2.10. Outside Counsel: attorneys who are not employees of a Party but who
10 are retained to represent or advise a Party in this action.

11 2.11. In-House Counsel: attorneys who are employees of a Party and who
12 regularly provide legal advice as part of their job duties.

13 2.12. Counsel (without qualifier): Outside Counsel and In-House Counsel (as
14 well as their support staffs).

15 2.13. Expert: a person with specialized knowledge or experience in a matter
16 pertinent to the litigation who has been retained by a Party or its Counsel to serve as
17 an expert witness or as a consultant in this action and who is not a past or a current
18 employee of a Party. This definition includes a professional jury or trial consultant
19 retained in connection with this litigation.

20 2.14. Professional Vendors: persons or entities that provide litigation support
21 services (*e.g.*, photocopying; videotaping; translating; preparing exhibits or
22 demonstrations; organizing, storing, **and/or** retrieving data in any form or medium;
23 etc.) and their employees and subcontractors.

24 **3. SCOPE**

25 Any Protected Material (as defined above) may not be disseminated or
26 disclosed outside the parameters of the **Protective** Order, whether that disclosure
27 embodies the entirety of a designated document or any portion or segment thereof.

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1 **4. DURATION**

2 Even after the termination of this litigation, the confidentiality obligations
3 imposed by this **Protective** Order shall remain in effect until a Designating Party
4 agrees otherwise in writing or a court order otherwise directs. Nothing contained
5 herein, however, is intended to limit or prevent parties from introducing evidence at
6 trial to prove its case. The use of any Protected Material at trial, however, is not
7 addressed at this time, but may be the subject of a future application as the need may
8 arise. Unless otherwise ordered or agreed in writing by the Producing Party, within
9 sixty (**60**) days after the final termination of this action, each Receiving Party shall
10 return all Protected Material to the Producing Party or, alternatively, destroy it. If the
11 documents were originally produced without charge, they shall be returned without
12 charge. If they were produced at a charge, they shall be returned for the same cost.
13 As used in this subdivision, “all Protected Material” includes all copies, abstracts,
14 compilations, summaries, or any other form of reproducing or capturing any of the
15 Protected Material. With permission in writing from the Designating Party, the
16 Receiving Party may destroy some or all of the Protected Material instead of returning
17 it. Whether the Protected Material is returned or destroyed, the Receiving Party must
18 submit a written certification to the Producing Party (and, if not the same person or
19 entity, to the Designating Party) by the sixty day deadline that identifies (by category,
20 where appropriate) all the Protected Material that was returned or destroyed and that
21 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
22 summaries, or other forms of reproducing or capturing any of the Protected Material.
23 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
24 pleadings, motion papers, transcripts, legal memoranda, correspondence, or attorney
25 work product, even if such materials contain Protected Material.

26 **5. DESIGNATING PROTECTED MATERIAL**

27 5.1. Exercise of Restraint and Reasonable Care in Designating Material for
28 Protection. Each Party or non-party that designates information or items for

1 protection under this **Protective** Order must take reasonable care to limit any such
2 designation to specific material that qualifies under the appropriate standards. A
3 Designating Party must take reasonable care to designate for protection only those
4 parts of material, documents, items, or oral or written communications that qualify --
5 so that other portions of the material, documents, items, or communications for which
6 protection is not warranted are not swept unjustifiably within the ambit of this
7 **Protective** Order.

8 Designations that are shown to be clearly unjustified, or that have been made
9 for an improper purpose (*e.g.*, to unnecessarily encumber or retard the case
10 development process, or to impose unnecessary expenses and burdens on other
11 parties), expose the Designating Party to sanctions as provided for in the Federal
12 Rules of Civil Procedure.

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

17 5.2. Manner and Timing of Designations. Except as otherwise provided in
18 this **Protective** Order (*see, e.g.*, second paragraph of section 5.2(a), below), or as
19 otherwise stipulated or ordered, material that qualifies for protection under this
20 **Protective** Order must be clearly so designated before the material is disclosed or
21 produced.

22 Designation in conformity with this **Protective** Order requires:

23 (a) for information in documentary form (apart from transcripts of
24 depositions or other pretrial or trial proceedings), that the Producing Party affix the
25 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
26 ONLY" conspicuously on each page that contains protected material. If only a
27 portion or portions of the material on a page qualifies for protection, the Producing
28 Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate

1 markings in the margins) and must specify, for each portion, the level of protection
2 being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -
3 ATTORNEYS’ EYES ONLY”).

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

21 (b) for testimony given in deposition, that the Party or non-party
22 offering or sponsoring the **deposition** testimony identify on the record, before the
23 close of the deposition, all protected testimony, and further specify any portions of the
24 testimony that qualify as “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES
25 ONLY.” When it is impractical to identify separately each portion of **deposition**
26 testimony that is entitled to protection, and when it appears that substantial portions of
27 the **deposition** testimony may qualify for protection, the Party or non-party that
28 sponsors, offers, or gives the **deposition** testimony may invoke on the record (before

1 the deposition is concluded) a right to have up to **thirty** (30) days after the date of
2 mailing of the final transcript to identify the specific portions of the **deposition**
3 testimony as to which protection is sought and to specify the level of protection being
4 asserted (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’
5 EYES ONLY”). Only those portions of the **deposition** testimony that are
6 appropriately designated for protection within the **thirty** (30) day period shall be
7 covered by the provisions of this Protective Order.

8 Where, in good faith, it is anticipated by counsel for the Party or non-party who
9 is testifying that the response to a question or series of questions could qualify as
10 “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” protection, then, on the
11 record, counsel for the testifying Party or non-party shall ask all Party representatives
12 or non-parties to leave the deposition room during such testimony. Upon the
13 completion of the questioning that is believed to qualify for “HIGHLY
14 CONFIDENTIAL - ATTORNEYS’ EYES ONLY” protection, all Party
15 representatives or non-parties shall be allowed to reenter the deposition room.

16 **Deposition** transcript pages containing Protected Material shall be separately
17 bound by the court reporter, who shall affix to conspicuously on each such page the
18 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES
19 ONLY,” as instructed by the Party or nonparty offering or sponsoring the witness or
20 presenting the **deposition** testimony.

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

1 (d) Inadvertent Failures to Designate. If corrected within thirty (30)
2 days of disclosure, an inadvertent failure to designate qualified information or items as
3 “Confidential” or “Highly Confidential - Attorneys’ Eyes Only” does not, standing
4 alone, waive the Designating Party’s right to secure protection under this **Protective**
5 **Order** for such material. If material is appropriately designated as “Confidential” or
6 “Highly Confidential — Attorneys’ Eyes Only” after the material was initially
7 produced, the Receiving Party, on timely notification of the designation -- thirty (30
8 days) -- must make reasonable efforts to assure that the material is treated in
9 accordance with the provisions of this **Protective Order**, subject to the provisions
10 below.

11 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

12 6.1. Meet and Confer. A Party that elects to initiate a challenge to a
13 Designating Party’s confidentiality designation must do so in good faith and must
14 begin the process by conferring directly with counsel for the Designating Party. In
15 conferring, the challenging Party must explain the basis for its belief that the
16 confidentiality designation was not proper and must give the Designating Party an
17 opportunity to review the designated material, to reconsider the circumstances, and, if
18 no change in designation is offered, to explain the basis for the chosen designation. A
19 challenging Party may proceed to the next stage of the challenge process only if it has
20 engaged, or in the event of non-cooperation attempted to engage, in this meet and
21 confer process first.

22 6.2. Judicial Intervention. A Party that elects to press a challenge to a
23 confidentiality designation after considering the justification offered by the
24 Designating Party may file and serve a motion that identifies the challenged material
25 and sets forth in detail the basis for the challenge. Each such motion must be jointly
26 stipulated and filed pursuant to Local Rule 37, unless the circumstances justify the
27 filing of an ex parte application. Until the Court rules on the challenge, all parties
28 shall continue to afford the material in question the level of protection to which it is

1 entitled under the Producing Party’s designation. **The Designating Party shall bear**
2 **the burden of establishing the propriety of the challenged designation.**

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

4 7.1. Basic Principles. A Receiving Party may use Protected Material that is
5 disclosed or produced by another Party or by a non-party in connection with this case
6 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
7 Material may be disclosed only to the categories of persons and under the conditions
8 described in this **Protective** Order. Following final resolution of the litigation, a
9 Receiving Party shall comply with the provisions of section 11, below (FINAL
10 DISPOSITION). Protected Material shall be stored and maintained by a Receiving
11 Party at a location and in a secure manner that reasonably ensures that access is
12 limited to the persons authorized under this Order.

13 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless
14 otherwise ordered by the Court or permitted in writing by the Designating Party, a
15 Receiving Party may disclose any information or item designated CONFIDENTIAL
16 only to:

- 17 (a) the Receiving Party’s Outside Counsel of record in this action and
18 other outside counsel who have signed the “Agreement to Be Bound by Protective
19 Order” (Exhibit A);
- 20 (b) the officers, directors, and employees (including In-house Counsel)
21 of the Receiving Party to whom disclosure is reasonably necessary for this litigation;
- 22 (c) experts (as defined in this **Protective** Order) of the Receiving Party
23 to whom disclosure is reasonably necessary for this litigation and who have signed the
24 “Agreement to Be Bound by Protective Order” (Exhibit A);
- 25 (d) the Court and its personnel;
- 26 (e) court reporters, their staffs, and professional vendors to whom
27 disclosure is reasonably necessary for this litigation;
- 28 (f) during their depositions, witnesses in the action to whom

1 disclosure is reasonably necessary. Pages of transcribed deposition testimony or
2 exhibits to depositions that reveal Protected Material shall be separately bound by the
3 court reporter and may not be disclosed to anyone except as permitted under this
4 Protective Order. Any party seeking to use CONFIDENTIAL information during a
5 deposition shall obtain a statement on the record that the deponent and any other
6 persons in attendance have agreed to abide by the terms of this Protective Order. If
7 the deponent refuses to agree, disclosure of such information to the witness during the
8 deposition shall not constitute a waiver of confidentiality, provided that, under such
9 circumstances, the witness shall be asked to read and sign the original deposition
10 transcript in the presence of the court reporter, and no copy of the transcript or related
11 exhibits shall be given to the deponent. The terms of this Protective Order shall apply
12 to those persons in attendance at depositions and shall require the exclusion of persons
13 not subject to the terms of the Stipulated Protective Order from attending that portion
14 of the deposition at which Confidential or Attorneys' Eyes Only information is
15 discussed. And, as set forth in Section 5.2(b) above, prior to the disclosure of
16 Attorneys' Eyes Only information or testimony in the deposition, counsel for the
17 testifying Party or non-party shall ask all Party representatives or non-parties to leave
18 the deposition room during such testimony.

19 (g) the author and named recipients of the document, persons who
20 have previously had access to the documents or Confidential Information other than
21 through discovery or disclosures in the litigation, and the original source of the
22 information.

23 7.3. Disclosure of "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
24 ONLY" Information or Items. Unless otherwise ordered by the Court or permitted in
25 writing by the Designating Party, a Receiving Party may disclose any information or
26 item designated "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" only
27 to:

28 (a) the Receiving Party's Outside Counsel of record in this action;

1 (b) Experts (as defined in this **Protective Order**) to whom disclosure is
2 reasonably necessary for this litigation and who have signed the “Agreement to Be
3 Bound by Protective Order” (Exhibit A),

4 (c) the Court and its personnel;

5 (d) court reporters, their staffs, and professional vendors to whom
6 disclosure is reasonably necessary for this litigation; and

7 (e) the author of the document or the original source of the
8 information.

9 Nothing herein, however, is intended to prohibit or proscribe the ability of
10 outside counsel to provide to its client informed and meaningful advice, or to prevent
11 counsel from aggregating and generally summarizing counsel’s interpretation of the
12 implications of such information as it relates to the litigation, so long as it will not
13 reveal or disclose the specific contents of any document or information designated as
14 “Attorneys’ Eyes Only”.

15 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
16 **IN OTHER LITIGATION**

17 If a Receiving Party is served with a subpoena or an order issued in other
18 litigation or court proceedings that require disclosure of any information or items
19 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -
20 ATTORNEYS’ EYES ONLY,” the Receiving Party shall notify the Designating
21 Party, in writing (by fax, if possible) promptly and in no event more than four (4)
22 court days after receiving the subpoena or order but before the scheduled date for
23 production. Such notification shall include a copy of the subpoena or court order.

24 The Receiving Party shall also immediately inform in writing the Party who
25 caused the subpoena or order to issue in the other litigation or proceeding that some or
26 all the material covered by the subpoena or order is subject to this Protective Order.
27 In addition, the Receiving Party must deliver a copy of this Protective Order promptly
28 to the Party in the other action that caused the subpoena or order to issue.

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

8 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

17 **10. FILING PROTECTED MATERIAL.**

18 In the event that counsel for any party decides to file with or submit to the
19 Court any Protected Material, counsel shall provide written notice to the other party
20 and shall take appropriate steps to ensure the continuing confidentiality of the
21 Protected Material. Counsel for the party seeking to file or submit the Protected
22 Material to the Court shall request that the portion(s) of the document(s) containing
23 the Protected Materials be filed under seal by way of a written application and
24 proposed order, along with the portion(s) of the document(s) submitted for filing
25 under seal, in accordance with the Local Rules. Pending the ruling on the application,
26 the papers or portions thereof subject to the sealing application shall be lodged under
27 seal.

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1 **11. MISCELLANEOUS.**

2 11.1. Right to Further Relief. Nothing in this **Protective** Order abridges the
3 right of any person to seek its modification by the Court in the future.

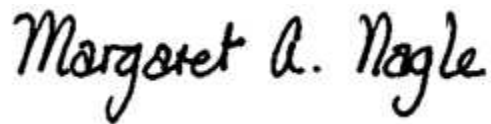
4 11.2. Right to Assert Other Objections. By **having** stipulated to the entry of
5 this Protective Order, no Party waives any right it otherwise would have to object to
6 disclosing or producing any information or item on any ground not addressed in this
7 Protective Order. Similarly, no Party, waives any right to object on any ground to use
8 in evidence of any of the material covered by this Protective Order.

9 11.3. Effect of Designation on Authenticity and Admissibility. The placing of
10 any confidentiality designation or a production identification label on the face of any
11 document shall not affect the document's authenticity or admissibility in this action.

12 11.4. Continuing Jurisdiction. All provisions of this Protective Order shall
13 continue to be binding after the conclusion of this action in its entirety, unless
14 subsequently modified by agreement between the parties or order of the Court, and the
15 Court shall retain jurisdiction of this matter for the purpose of enforcing this
16 Protective Order.

17 **IT IS SO ORDERED.**

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19 Dated: June 10, 2014



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MARGARET A. NAGLE
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full company name and
address], declare under penalty of perjury that I have read in its entirety and
understand the Protective Order that was issued by the United States District Court for
the Central District of California on June 10, 2014, in the case of Star Fabrics, Inc. v.
Pacific Sunwear of California, Inc., etc., et al., Case No. CV13-04299 MAN. I agree
to comply with and to be bound by all the terms of this 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 Protective Order to any
person or entity except in strict compliance with the provisions of this **Protective**
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
Protective Order, even if such enforcement proceedings occur after termination of this
action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____