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21  
22 **UNITED STATES DISTRICT COURT**  
23 **CENTRAL DISTRICT OF CALIFORNIA**  
24 **WESTERN DIVISION**

25 KREATION JUICERY, INC.,

26 Plaintiff,

27 v.

28 EIMAN SHEKARCHI, et al.,

Defendants.

No.: LACV14-00658-DMG (ASx)

~~[PROPOSED]~~ **STIPULATED  
PROTECTIVE ORDER**

1 This Stipulated Protective Order is issued to facilitate document  
2 disclosure and production under the Local Rules of this Court and the Federal  
3 Rules of Civil Procedure. Unless modified pursuant to the terms contained in this  
4 Order, this Order shall remain in effect through the conclusion of this litigation.

5 In support of this order, the Court finds that:

6 1. Documents or information containing confidential proprietary and  
7 business information and/or trade secrets (“Confidential Information”) relevant to  
8 the parties’ claims or defenses may be disclosed or produced during the course of  
9 discovery in this litigation by the parties to the litigation or third parties;

10 2. The parties to this litigation and third parties producing information  
11 may assert that public dissemination and disclosure of Confidential Information  
12 could injure or damage the party disclosing or producing the Confidential  
13 Information or could place that party at a competitive disadvantage; and

14 3. To protect the interests of the parties and to facilitate the progress of  
15 disclosure and discovery in this case, the following Order should issue:

16 IT IS THEREFORE ORDERED THAT:

17 **A. Definitions**

18 1. As used in this Order, “Confidential” Information and Materials shall  
19 include all Information and Materials that have not been made public, the  
20 disclosure of which could cause harm to the disclosing Party’s business operations  
21 or the business operations of a party in privity with the disclosing Party, could  
22 provide improper competitive advantage to others, or discloses private or personal  
23 information.

24 2. As used in this Order, “Confidential—Outside Counsels’ Eyes Only”  
25 Information and Materials shall include all Information and Materials that would,  
26 if disclosed to any officer, director, employee, or agent of a receiving Party, or to  
27 the public, lead to a harm or injury to the reputation and/or business of the  
28 disclosing Party. Confidential—Outside Counsels’ Eyes Only Information and

1 Materials may include information that concerns or relates to (1) sales, marketing,  
2 manufacturing, or research and development, (2) financial performance, (3)  
3 manufacturing or other costs of doing business, (4) licenses or other confidential  
4 agreements, (5) technical details of products or methods of doing business, (6)  
5 manufacturers and/or suppliers, and/or (7) corporate information, such as  
6 information relating to mergers, acquisitions, and/or asset purchases.

7 Confidential—Outside Counsels’ Eyes Only Information and Materials is a  
8 subcategory of Confidential Information and Materials as defined above in Section  
9 A.1. Confidential—Outside Counsels’ Eyes Only Information shall not include any  
10 Information and Materials that have been made public, provided such public  
11 disclosure was authorized by the Party claiming ownership of the Information or  
12 Materials, or otherwise not unlawful, inadvertent, or the fault of the receiving  
13 Party.

14 **B. Marking Requirements**

15 1. All Information and Materials deemed Confidential or Confidential—  
16 Outside Counsels’ Eyes Only shall be so identified on each page and labeled by the  
17 producing Party as follows:

18 a. Confidential Information and Materials shall be labeled  
19 “Confidential;” and

20 b. Confidential—Outside Counsels’ Eyes Only Information and  
21 Materials shall be labeled “Confidential—Outside Counsels’ Eyes Only.”

22 2. For Information and Materials deemed Confidential or Confidential—  
23 Outside Counsels’ Eyes Only that are produced in some form other than  
24 documentary, and for any other tangible items, the producing Party shall affix in a  
25 prominent place on the exterior of the CD or DVD, other electronic storage media,  
26 or other container or containers in which the information or item is stored the  
27 legend Confidential or Confidential—Outside Counsels’ Eyes Only. If only  
28 portions of the information or item warrant protection, the producing Party, to the

1 extent practicable, shall identify the protected portions, specifying whether they  
2 qualify as Confidential or Confidential—Outside Counsels’ Eyes Only.

3 3. If qualified Information and Materials cannot be labeled, they shall be  
4 designated as Confidential or Confidential—Outside Counsels’ Eyes Only in a  
5 manner to be agreed upon by the Parties.

6 4. If the original of a document or thing is not produced, the designating  
7 Party may, in lieu of marking the original of a document or thing, mark the copies  
8 that are produced or exchanged, provided that the other Party, by its counsel, shall  
9 have the right to examine the original, to be provided with a full and complete  
10 copy thereof, and to call for production of the original at the trial in this action.  
11 Notwithstanding the foregoing, nothing in this Order requires the production of  
12 Information and Materials that are subject to a claim of privilege and/or work  
13 product immunity, or any Information and Materials that are otherwise not subject  
14 to discovery.

15 5. The identification and labeling specified in Sections B.1, B.2, B.3, and  
16 B.4 of this Order shall be made at the time when the answer to an interrogatory or  
17 the answer to a request for admission is served, or when a copy of the document or  
18 thing is provided to a Party. In the case of hearing and deposition transcript pages,  
19 the designating Party may invoke on the record (before the deposition or  
20 proceeding is concluded) the right to designate such transcripts. Once a Party has  
21 invoked this procedure, the Parties shall have up to fifteen (15) days from the date  
22 of receipt of a copy of the final transcript from the court reporter to identify the  
23 specific portion(s) of the testimony as to which protection is sought and to specify  
24 the level of protection being asserted (Confidential or Confidential—Outside  
25 Counsels’ Eyes Only). During such fifteen (15) day period, the entire transcript  
26 shall be deemed to be Confidential—Outside Counsels’ Eyes Only.

27 6. In the event that a disclosing Party discovers an inadvertent failure to  
28 mark qualified Information or Materials as Confidential or Confidential—Outside

1 Counsels' Eyes Only, the other Party shall be notified immediately and the  
2 following corrective action shall be taken:

3 a. The receiving Party shall notify all persons to whom it provided  
4 the Information and Materials that the Information and Materials are  
5 designated Confidential or Confidential—Outside Counsels' Eyes Only and  
6 must be treated as designated in this Order.

7 b. The receiving Party shall take reasonable steps to provide to  
8 those persons any redesignated copies of the Information and Materials  
9 supplied by the disclosing Party.

10 c. The receiving Party shall treat the newly marked Information  
11 and Materials as set out in Sections E, F, and G of this Order.

### 12 **C. Designating Information and Documents**

13 1. In designating Information and Materials as Confidential or  
14 Confidential—Outside Counsels' Eyes Only, a Party will make such designation  
15 only as to that information that the Party in good faith believes to be Confidential  
16 or Confidential—Outside Counsels' Eyes Only, as defined in Section B of this  
17 Order.

18 2. If counsel for a Party believes that questions put to a witness being  
19 examined during a deposition will disclose Confidential or Confidential—Outside  
20 Counsels' Eyes Only of his or her client, or that the answer to any question or  
21 questions requires such disclosure, or if documents to be used as exhibits during  
22 the examination contain such information, counsel shall so notify opposing counsel  
23 and the deposition of such witness, or portions thereof, shall be taken only in the  
24 presence of Persons qualified to receive that information under Section E.

### 25 **D. Redaction**

26 1. Redacted versions of Confidential or Confidential—Outside  
27 Counsels' Eyes Only Information and Materials that no longer contain  
28 Confidential or Confidential—Outside Counsels' Eyes Only information may be

1 used for any proper purpose.

2       2. If any Party intends to use a redacted version of any Information and  
3 Materials designated Confidential or Confidential—Outside Counsels’ Eyes Only  
4 in a manner that would exceed the uses permitted under the designation used on  
5 such Information and Materials, the Party must first submit its proposed redactions  
6 to the Party that originally designated such Information and Materials. Upon  
7 receipt, the Party originally designating such Information and Materials shall make  
8 a good faith effort to either approve the proposed redactions or propose whatever  
9 additional redactions are necessary to render the Information and Materials  
10 appropriate for use or disclosure exceeding their original designation as promptly  
11 as practicable, but in no event more than seven (7) days after the receipt of the  
12 proposed redactions.

13 **E. Access to Confidential or Confidential—Outside Counsels’ Eyes Only**  
14 **Information and Materials**

15       1. It is the general intent of the Parties to limit disclosure of Information  
16 and Materials to the smallest number of persons possible, consistent with the needs  
17 of litigation.

18       2. All access, possession, use, testing, inspection, study, or copying of  
19 any Information or Materials designated as Confidential under this Order is  
20 governed by this Order and is limited to the following persons:

21           a. The law firms retained by any of the Parties for the purposes of  
22 the above-captioned litigation, including attorneys, law clerks, stenographic,  
23 clerical, and paralegal employees of these firms or temporary employees or  
24 assistants (including paralegals and attorneys) and outside vendors that  
25 provide litigation support services such as photocopying, court reporting,  
26 videotaping, deposition video synchronization, translating, preparing  
27 exhibits or demonstratives, or organizing, storing, and/or retrieving data in  
28 any form or medium, whose functions require access to such Information

1 and Materials;

2 b. Persons who are Parties or officers, directors, or employees of  
3 Parties in this action who have a need to know the Confidential Information  
4 and Materials solely for purposes of this litigation, provided that such  
5 persons shall be furnished a copy of this Order and made aware of the  
6 obligations imposed thereunder prior to such disclosure;

7 c. Independent experts, consultants, or translators for each Party  
8 and their staff, who are not officers, directors, or employees of or consultants  
9 for a Party or its parents, subsidiaries, divisions, branches, affiliates, or  
10 competitors, and who, at the time of retention, are not anticipated to become  
11 an officer, director, or employee of or consultant for a Party or of a Party's  
12 competitor, and whose advice and consultation will be used by such Party  
13 for purpose of the above captioned action; and

14 d. The Court and its staff.

15 3. All access, possession, use, testing, inspection, study, or copying of  
16 any Information or Materials designated as Confidential—Outside Counsels' Eyes  
17 Only under this Order is governed by this Order and is limited to persons identified  
18 in Section E.2(a), E.2(c), and E.2(d).

19 4. Nothing in this Confidentiality Order affects the right of the Party that  
20 produced Confidential or Confidential—Outside Counsels' Eyes Only Information  
21 and Materials to use or disclose such information in any way. Such disclosure shall  
22 not waive the protections of this Order and shall not entitle other Parties, non-  
23 parties or their attorneys to use or disclose such information in violation of this  
24 Order, except that if the producing Party uses such materials in a manner  
25 inconsistent with their designation, then that shall serve as a basis to object to the  
26 designation and said objections shall be resolved as set forth in Section G.9 below.

27 5. Any Party may object to the designation of particular information as  
28 Confidential or Confidential—Outside Counsels' Eyes Only by giving written

1 notice to the producing Party and to all other Parties in this action. Such objection  
2 shall identify with specificity the information to which it is directed and the basis  
3 thereof. The Parties will attempt to resolve any disagreements about the  
4 designation of Information and Materials as Confidential or Confidential—Outside  
5 Counsels’ Eyes Only on an informal basis before presenting the dispute to the  
6 Court by motion or otherwise. If unable to resolve any such disagreements, the  
7 objecting Party shall file an appropriate motion with the Court. Information and  
8 Materials designated as Confidential or Confidential—Outside Counsels’ Eyes  
9 Only shall remain under the protection of this Order until there is an order of the  
10 Court to the contrary or until there is an express written agreement between the  
11 Parties. No Party shall be obliged to challenge the propriety of a Confidential or  
12 Confidential—Outside Counsels’ Eyes Only designation at the time of production,  
13 or at any time, and failure to do so shall not be considered an agreement that the  
14 materials are properly designated nor shall it preclude a subsequent challenge to  
15 the propriety of such designation.

16         6. Any person other than outside counsel, the Court and its staff, or  
17 employees of a Party who wishes to obtain access to Confidential or  
18 Confidential—Outside Counsels’ Eyes Only Information or Material, other than  
19 court reporters, videographers, and vendors, shall sign an (Acknowledgement and  
20 Agreement to be Bound (attached hereto as Exhibit A) acknowledging they have  
21 read, and agree to be bound by, the provisions of this Order, and that such person  
22 submits to the jurisdiction of this Court with respect to any disputes pertaining to  
23 this Order.

24 **F. Handling Confidential or Confidential—Outside Counsels’ Eyes Only**  
25 **Information and Materials**

26         1. Copies of Confidential or Confidential—Outside Counsels’ Eyes Only  
27 Information and Materials shall not be disclosed or shared by the Party to whom  
28 they are disclosed except as set forth herein, unless they (a) become a part of the



1 public record in this action either (i) by agreement of the Parties or (ii) by order or  
2 action of the Court, or (b) have otherwise been made public through lawful means  
3 and through no fault of the receiving Party.

4         2.       The Parties are ordered to retain copies of all Confidential or  
5 Confidential—Outside Counsels’ Eyes Only Information and Materials that are  
6 provided in discovery under this Order. Documents containing any content drawn  
7 from Information and Materials so designated must be filed under seal according to  
8 the Court’s Local Rules and administrative procedures for filing of confidential  
9 information with the Court. Any version of such documents that a Party intends to  
10 use publicly and/or in a manner exceeding the designation of the Information and  
11 Materials disclosed therein must be redacted to remove any and all references to  
12 content drawn from such Information and Materials.

13         3.       Within sixty days after the final judgment and the exhaustion of any  
14 appeals in this action or the settlement of this action and upon written request of  
15 the disclosing Party, all Confidential or Confidential—Outside Counsels’ Eyes  
16 Only Information and Materials in the possession, custody or control of the  
17 receiving Party, including experts and their staff as identified above in Section  
18 E.2(c) retained or otherwise engaged by the receiving Party, except those in  
19 possession of the Court, shall be returned or destroyed. Each Party’s outside  
20 counsel, however, may retain one archival copy of all attorney work product,  
21 correspondence, expert reports, deposition and trial transcripts and exhibits, papers  
22 filed with the Court (including exhibits), and discovery responses (but not  
23 document production) exchanged by the Parties. Any protected materials included  
24 in the archival copy shall remain subject to the provisions of this Order. Outside  
25 counsel shall certify to counsel for the producing Party the return or destruction of  
26 Confidential or Confidential—Outside Counsels’ Eyes Only Information and  
27 Materials so designated in their possession, custody, or control, promptly upon the  
28 completion of such return and/or destruction.

1           4.     In the event that any Information or Material designated as  
2 Confidential or Confidential—Outside Counsels’ Eyes Only is inadvertently  
3 disclosed or produced to an individual not permitted under this Order to receive or  
4 view such Information and Materials, the disclosing Party must be informed  
5 promptly and such inadvertently disclosed Information and Materials must  
6 immediately be returned to the disclosing Party to the extent they can be returned  
7 through reasonable efforts. The Parties expressly agree that no waiver of the  
8 Confidential or Confidential—Outside Counsels’ Eyes Only status of the  
9 Information and Materials will have occurred as a result of inadvertent disclosure  
10 or production.

11 **G.     Protected Material Subpoenaed or Ordered Produced in Other**  
12 **Litigation**

13           1.     If a receiving Party is served with a subpoena or an order issued in  
14 other litigation that would compel disclosure of any information or items  
15 designated in this action as Confidential or Confidential—Outside Counsels’ Eyes  
16 Only, the receiving Party must so notify the producing Party, in writing (by email  
17 if possible) within ten court days after receiving the subpoena or order. Such  
18 notification must include a copy of the subpoena or order.

19           2.     The receiving Party must also inform in writing the party who caused  
20 the subpoena or order to issue in the other litigation within ten court days of  
21 receipt, that some or all of the material covered by the subpoena or order is the  
22 subject of this Order. In addition, the receiving Party must deliver a copy of this  
23 Order within ten court days of receipt to the party in the other action that caused  
24 the subpoena or order to issue.

25           3.     The purpose of imposing these duties is to alert the interested parties  
26 to the existence of this Order and to afford the designating Party in this case an  
27 opportunity to try to protect its confidentiality interests in the court from which the  
28 subpoena or order issued. The designating Party shall bear the burdens and the

1 expenses of seeking protection in that court of its Information and Materials, and  
2 nothing in these provisions should be construed as authorizing or encouraging a  
3 receiving Party in this action to disobey a lawful directive from another court.

#### 4 **H. Miscellaneous**

5 1. This Order shall not prevent a Party from applying to the Court for  
6 relief from this Order or any part thereof, or for relief from its application in any  
7 particular circumstance, or from applying to the Court for further or additional  
8 protective agreements or orders.

9 2. This Order shall survive the final termination of this or related  
10 proceedings to the extent that the Confidential or Confidential—Outside Counsels’  
11 Eyes Only Information and Materials have not or do not become known to the  
12 public.

13 3. Each person having access to Confidential or Confidential—Outside  
14 Counsels’ Eyes Only Information and Materials under this Order shall take all  
15 reasonable steps to comply with this Order.

16 4. Any person bound by this Order may rely on a waiver or consent that  
17 is made by an attorney for a Party as if that waiver or consent was made by that  
18 Party or person, provided that such waiver or consent shall be either in writing or  
19 on record in a hearing, trial, or deposition transcript.

20 5. In the event any non-Party is called upon to produce Information and  
21 Materials that qualify for protection under this Order, such non-Party may elect to  
22 produce its Information and Materials subject to the terms of this Order by serving  
23 a notice of its election on counsel for each Party. After service of notice of  
24 election, this Order shall be binding on and inure to the benefit of such non-Party.

25 6. Nothing in this Order shall be construed to affect the admissibility of  
26 any document, material, or information at any trial or hearing. Regarding trial,  
27 counsel for the Parties will meet and confer in good faith as part of the pre-trial  
28 conference statement process to put into a place a procedure for identification of

1 and use of Confidential or Confidential—Outside Counsels’ Eyes Only  
2 Information and Materials at trial.

3 7. Modification of the Stipulated Protective Order. Any party may apply  
4 to the Court for a modification of this Stipulated Protective Order, and nothing in  
5 this Stipulated Protective Order shall be construed to prevent a party from seeking  
6 such further provisions enhancing or limiting confidentiality, as may be  
7 appropriate. The provisions of this Order may be modified at any time by  
8 stipulation of the Parties approved by order of the Court. Nothing in this  
9 Stipulation and Order shall constitute: (i) an agreement by any Party to produce  
10 any documents or other materials in discovery not otherwise agreed upon or  
11 required by court order or the Federal Rules of Civil Procedure; (ii) a waiver by  
12 any person or Party of any right to object or to seek a further order with respect to  
13 any discovery in this or any other action; or (iii) a waiver of any claim of privilege  
14 with respect to any testimony, document, or information.

15 8. The Parties shall not be required to include any documents created in  
16 connection with litigation on their privilege logs.

17  
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20 SO ORDERED.

21  
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23 Dated this 21st day of August, 2014.

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25  
26 \_\_\_\_\_ / s /  
27 Hon. Alka Sagar  
28 U.S. Magistrate Judge

1  
2 **EXHIBIT A**

3 **ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

4  
5 I, \_\_\_\_\_ [print or type full name],  
6 declare under penalty of perjury that I have read in its entirety and understand the  
7 Stipulated Protective Order that was issued by the United States District Court for  
8 the Central District of California in the civil action titled *Kreation Juicery, Inc. v.*  
9 *Eiman Shekarchi et al.*, Case No. LACV14-00658-DMG (ASx). I agree to comply  
10 with and to be bound by all the terms of this Protective Order and I understand and  
11 acknowledge that failure to comply could expose me to sanctions and punishment  
12 in the nature of contempt. I solemnly promise that I will not disclose in any manner  
13 any information or item that is subject to this Protective Order to any person or  
14 entity except in strict compliance with the provisions of this Protective Order.

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

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

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

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

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