

1 Stephen M. Doniger, Esq. (SBN 179314)  
 Email: stephen@donigerlawfirm.com  
 2 Scott A. Burroughs, Esq. (SBN 235718)  
 Email: scott@donigerlawfirm.com  
 3 Trevor W. Barrett (SBN 287174)  
 Email: tbarrett@donigerlawfirm.com  
 4 DONIGER / BURROUGHS APC  
 5 300 Corporate Pointe, Suite 355  
 6 Culver City, California 90230  
 7 Telephone: (310) 590-1820  
 Facsimile: (310) 417-3538

NOTE: CHANGES MADE BY THE COURT

8  
9 Attorneys for Plaintiff

10 **UNITED STATES DISTRICT COURT**  
 11 **CENTRAL DISTRICT OF CALIFORNIA**  
 12

13 KLAUBER BROTHERS, INC.

14 Plaintiff,

15 vs.

16 CHARLOTTE RUSSE, INC.; *et al.*,

17 Defendants.  
18  
19

Case No.: CV14-02417 BRO (CWx)  
Referred to Hon. Carla Woehrle

[DISCOVERY MATTER]

**STIPULATED PROTECTIVE ORDER**

20  
 21 Having considered the parties' pleadings on file to date, and the parties'  
 22 jointly submitted Stipulated Protective Order to govern the handling of information  
 23 and materials produced in the course of discovery or filed with the Court in this  
 24 action, the Court determines as follows:

25 **GOOD CAUSE STATEMENT**

26  
 27 It is the intent of the parties and the Court that information will not be  
 28 designated as confidential for tactical reasons in this case and that nothing shall be

1 designated without a good faith belief that there is good cause why it should not be  
2 part of the public record of this case. Examples of confidential information that the  
3 parties may seek to protect from unrestricted or unprotected disclosure include:

- 4 (a) Information that is the subject of a non-disclosure or  
5 confidentiality agreement or obligation;
- 6 (b) The names, or other information tending to reveal the identity  
7 of a party's supplier, distributor, or designer;
- 8 (c) Agreements with third-parties, including license agreements,  
9 distributor agreements, manufacturing agreements, design  
10 agreements, development agreements, supply agreements, sales  
11 agreements, or service agreements;
- 12 (d) Research and development information;
- 13 (e) Proprietary engineering or technical information, including  
14 product design, manufacturing techniques, processing  
15 information, drawings, memoranda and reports;
- 16 (f) Information related to budgets, sales, profits, costs, margins,  
17 licensing of technology or designs, product pricing, or other  
18 internal financial/accounting information, including non-public  
19 information related to financial condition or performance and  
20 income or other non-public tax information;
- 21 (g) Information related to internal operations including personnel  
22 information;
- 23 (h) Information related to past, current and future product  
24 development;
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- 1 (i) Information related to past, current and future market analyses
- 2 and business and marketing development, including plans,
- 3 strategies, forecasts and competition; and
- 4
- 5 (j) Trade secrets (as defined by the jurisdiction in which the
- 6 information is located).

7 Unrestricted or unprotected disclosure of such confidential technical,  
8 commercial or personal information would result in prejudice or harm to the  
9 producing party by revealing the producing party's competitive confidential  
10 information, which has been developed at the expense of the producing party and  
11 which represents valuable tangible and intangible assets of that party.

12 Additionally, privacy interests must be safeguarded. Accordingly, the parties  
13 respectfully submit that there is good cause for the entry of this Protective Order.

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

16 1. Designated Material.

17 1.1 Information or material may be designated for confidential treatment  
18 pursuant to this Protective Order by any party, person or entity producing or  
19 lodging it in this action (the "Designating Party"), if: (a) produced or served,  
20 formally or informally, pursuant to the Federal Rules of Civil Procedure or in  
21 response to any other formal or informal discovery request in this action; and/or  
22 (b) filed or lodged with the Court. All such information and material and all  
23 information or material derived from it constitutes "Designated Material" under  
24 this Protective Order.

25 1.2 Unless and until otherwise ordered by the Court or agreed to in  
26 writing by the parties, all Designated Materials designated under this Protective  
27 Order shall be used by the parties and persons receiving such Designated  
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1 Materials solely for conducting the above-captioned litigation and any appellate  
2 proceeding relating thereto. Designated Material shall not be used by any party  
3 or person receiving them for any business or any other purpose. No party or  
4 person shall disclose Designated Material to any other party or person not entitled  
5 to receive such Designated Material under the specific terms of this Protective  
6 Order. For purposes of this Protective Order, “disclose” or “disclosed” means to  
7 show, furnish, reveal or provide, indirectly or directly, any portion of the  
8 Designated Material or its contents, orally or in writing, including the original or  
9 any copy of the Designated Material.

10 2. Access to Designated Materials.

11 2.1 Materials Designated “CONFIDENTIAL”: Subject to the limitations  
12 set forth in this Protective Order, Designated Material may be marked  
13 “CONFIDENTIAL” for the purpose of preventing the disclosure of information  
14 or materials that the designating party in good faith believes is confidential.  
15 Before designating any specific information or material “CONFIDENTIAL,” the  
16 Designating Party’s counsel shall make a good faith determination that the  
17 information warrants protection under Rule 26(c) of the Federal Rules of Civil  
18 Procedure. Such information may include, but is not limited to:

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

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

25 (c) Names, addresses, and other information that would identify  
26 prospective customers, or the distributors or prospective distributors of the  
27 Designating Party, however it is expressly understood and agreed that the names  
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1 of vendors and customers for the allegedly infringing goods at issue, other than  
2 individuals, may shall not be deemed confidential, and Plaintiff is free to amend  
3 the operative pleadings to add such customers as appropriate;

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

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

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

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

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

21 2.1.0 Materials designated “CONFIDENTIAL” may be disclosed only to  
22 the following Designees:

23 2.1.1 Persons who appear on the face of Designated Materials marked  
24 “CONFIDENTIAL” as an author, addressee, or recipient thereof;

25 2.1.2 Counsel retained as outside litigation attorneys of record in this  
26 action, and their respective associates, clerks, legal assistants, stenographic,  
27 videographic and support personnel, and other employees of such outside  
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1 litigation attorneys, and organizations retained by such attorneys to provide  
2 litigation support services in this action and the employees of said organizations.  
3 “Counsel” explicitly excludes any in-house counsel whether or not they are  
4 attorneys of record in this action.

5         2.1.3 Consultants, including non-party experts and consultants retained or  
6 employed by Counsel to assist in the preparation of the case, to the extent they  
7 are reasonably necessary to render professional services in this action, and subject  
8 to the disclosure requirements of section 2.3. Each consultant must sign a  
9 certification that he or she has read this Stipulated Protective Order, will abide by  
10 its provisions, and will submit to the jurisdiction of this Court regarding the  
11 enforcement of this Order’s provisions.

12         2.1.4 A party’s officers and/or employees, which may include in-house  
13 counsel.

14         2.1.5 The Court, its clerks and secretaries, and any court reporter retained  
15 to record proceedings before the Court;

16         2.2 Materials Designated “HIGHLY CONFIDENTIAL – ATTORNEYS’  
17 EYES ONLY”: Subject to the limitations in this Protective Order, Designated  
18 Materials may be marked “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
19 ONLY” for the purpose of preventing the disclosure of information or materials  
20 which, if disclosed to the receiving party, might cause competitive harm to the  
21 Designating Party. Information and material that may be subject to this  
22 protection includes, but is not limited to, technical and/or research and  
23 development data, intellectual property, financial, marketing and other sales data,  
24 and/or information having strategic commercial value pertaining to the  
25 Designating Party’s trade or business. Nothing in paragraph 2.1 shall limit the  
26 information or material that can be designated “HIGHLY CONFIDENTIAL –  
27 ATTORNEYS’ EYES ONLY” under this paragraph. Before designating any  
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1 specific information “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
2 ONLY,” the Designating Party’s counsel shall make a good faith determination  
3 that the information warrants such protection.

4 2.2.0 Materials designated “HIGHLY CONFIDENTIAL – ATTORNEYS’  
5 EYES ONLY” materials may be disclosed only to the following Designees:

6 2.2.1 Persons who appear on the face of Designated Materials marked  
7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” as an author,  
8 addressee, or recipient thereof;

9 2.2.2 Counsel for the parties to this action, as defined in section 2.1.2;

10 2.2.3 Consultants for the parties to this action, as defined in section 2.1.3;

11 and

12 2.2.4 The Court, its clerks and secretaries, and any court reporter retained  
13 to record proceedings before the Court.

14 2.2.5 Court reporters retained to transcribe depositions.

15 2.3 If any party wishes to disclose information or materials designated  
16 under this Protective Order as “HIGHLY CONFIDENTIAL,” “CONFIDENTIAL  
17 – ATTORNEYS’ EYES ONLY” to any Consultant, it must first identify that  
18 individual to the Counsel for the Designating Party and submit a Certification of  
19 Consultant pursuant to Section 3. CONFIDENTIAL – ATTORNEYS’ EYES  
20 ONLY

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

3 2.5 Nothing herein in any way restricts the ability of the receiving party  
4 to use “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’  
5 EYES ONLY” material produced to it in examining or cross-examining any  
6 employee or consultant of the Designating Party.

7 2.6 The parties agree that the Plaintiff may be provided the alleged  
8 infringers’ full identities, revenues, and gross profits numbers, notwithstanding  
9 any party’s designation of documents showing such figures as “HIGHLY  
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

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

19 4. Use of Designated Materials by Designating Party. Nothing in this  
20 Protective Order shall limit a Designating Party’s use of its own information or  
21 materials, or prevent a Designating Party from disclosing its own information or  
22 materials to any person. Such disclosure shall not affect any designations made  
23 pursuant to the terms of this Protective Order, so long as the disclosure is made in  
24 a manner that is reasonably calculated to maintain the confidentiality of the  
25 information.

26 5. Manner of Designating Written Materials.

27 5.1 Documents, discovery responses and other written materials shall be  
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1 designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL –  
2 ATTORNEYS’ EYES ONLY” whether in whole or in part, as follows.

3         5.2 The producing party shall designate materials by placing the legend  
4 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
5 ONLY” on each page so designated prior to production. If the first or cover page  
6 of a multi-page document bears the legend “CONFIDENTIAL,” “HIGHLY  
7 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” the entire document shall be  
8 deemed so designated, and the absence of marking each page shall not constitute  
9 a waiver of the terms of this Order. If the label affixed to a computer disk  
10 containing multiple files bears the legend “CONFIDENTIAL,”  
11 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” the entire disk shall be  
12 deemed so protected, and the absence of marking of each file shall not constitute  
13 a waiver of the terms of this Order.

14         5.3 A designation of ““CONFIDENTIAL,” or “HIGHLY  
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” as to any item, thing or  
16 object that cannot otherwise be categorized as a document, shall be made: (1) by  
17 placing the legend “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –  
18 ATTORNEYS’ EYES ONLY” on the thing, object or container within which it is  
19 stored; or (2) by specifically identifying, in writing, the item and the level of  
20 confidentiality designation, where such labeling is not feasible.

21         5.4 When a party wishes to designate as “CONFIDENTIAL,” or  
22 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” materials  
23 produced by someone other than the Designating Party (a “Producing Party”),  
24 such designation shall be made:

25         5.4.1 Within fifteen (15) business days from the date that the Designating  
26 Party receives copies of the materials from the producing or disclosing entity; and

27         5.4.2 By notice to all parties to this action and to the Producing Party, if  
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1 such party is not a party to this action, identifying the materials to be designated  
2 with particularity (either by production numbers or by providing other adequate  
3 identification of the specific material). Such notice shall be sent by facsimile and  
4 regular mail.

5 5.4.3. A party shall be permitted to designate as “CONFIDENTIAL,” or  
6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” material produced  
7 by a Producing Party only where:

8 a. The material being produced was provided to or developed by such  
9 Producing Party: (i) under a written confidentiality agreement with the Designating  
10 Party; or (ii) within a relationship with the Designating Party (or a party operating  
11 under the control thereof) in which confidentiality is imposed by law (including,  
12 but not limited, to the employment relationship and the vendor-customer  
13 relationship); and

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

17 5.5 Upon notice of designation, all persons receiving notice of the  
18 requested designation of materials shall:

19 5.5.1 Make no further disclosure of such Designated Material or  
20 information contained therein, except as allowed in this Protective Order;

21 5.5.2 Take reasonable steps to notify any persons known to have  
22 possession of or access to such Designated Materials of the effect of such  
23 designation under this Protective Order; and

24 5.5.3 If “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –  
25 ATTORNEYS’ EYES ONLY” material or information contained therein is  
26 disclosed to any person other than those entitled to disclosure in the manner  
27 authorized by this Protective Order, the party responsible for the disclosure shall,  
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1 immediately upon learning of such disclosure, inform the Designating Party in  
2 writing of all pertinent facts relating to such disclosure, and shall make every  
3 effort to prevent further disclosure by the unauthorized person(s).

4 6. Manner of Designating Deposition Testimony.

5 6.1 Deposition transcripts and portions thereof taken in this action may  
6 be designated as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –  
7 ATTORNEYS’ EYES ONLY” during the deposition or after, in which case the  
8 portion of the transcript containing Designated Material shall be identified in the  
9 transcript by the Court Reporter as “CONFIDENTIAL,” or “HIGHLY  
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” The designated testimony  
11 shall be bound in a separate volume and marked by the reporter accordingly.

12 6.2 Where testimony is designated during the deposition, the  
13 Designating Party shall have the right to exclude, at those portions of the  
14 deposition, all persons not authorized by the terms of this Protective Order to  
15 receive such Designated Material.

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

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

3           8.     Court Procedures.

4           8.1    Disclosure of Designated Material to Court Officials. Subject to the  
5 provisions of this section, Designated Material may be disclosed to the Court,  
6 Court officials or employees involved in this action (including court reporters,  
7 persons operating video recording equipment at depositions, and any special  
8 master, referee, expert, technical advisor or Third-Party Consultant appointed by  
9 the Court), and to the jury in this action, and any interpreters interpreting on  
10 behalf of any party or deponent.

11          8.2    Filing Designated Materials with the Court. Nothing in this Order  
12 shall vary the requirements for filing under Seal imposed by the Federal Rules of  
13 Civil Procedure or the Local Rules of this Court. If a party wishes to file with the  
14 Court any document, transcript or thing containing information which has been  
15 designated “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –  
16 ATTORNEYS’ EYES ONLY” the Party shall designate the material as set forth  
17 herein and file it with the Court in an application for filing under seal under the  
18 Local Rules of this Court, with the material bearing the legend:

19          **“[CONFIDENTIAL, or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES**  
20            **ONLY] INFORMATION SUBJECT TO PROTECTIVE ORDER.”**

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

6 ~~8.3 Retrieval of Designated Materials. The party responsible for lodging~~  
7 ~~or filing the Designated Materials shall be responsible for retrieving such~~  
8 ~~Designated Materials from the Court following the final termination of the action~~  
9 ~~(including after any appeals).~~

10 9. Objections

11 9.1 A party may challenge any designation under this Protective Order at  
12 any time, on the grounds that the information or material does not meet the  
13 standards of Sections 1 and 2, by following the procedure of Local Rule 37 of this  
14 Court.

15 9.2 The parties shall meet and confer in good faith prior to the filing of  
16 any motion under this section.

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

23 11. No Prejudice.

24 11.1 This Protective Order shall not diminish any existing obligation or  
25 right with respect to Designated Material, nor shall it prevent a disclosure to  
26 which the Designating Party consented in writing before the disclosure takes  
27 place.

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1           11.2 Unless the parties stipulate otherwise, evidence of the existence or  
2 nonexistence of a designation under this Protective Order shall not be admissible  
3 for any purpose during any proceeding on the merits of this action.

4           11.3 If any party required to produce documents contends that it  
5 inadvertently produced any Designated Material without marking it with the  
6 appropriate legend, or inadvertently produced any Designated Material with an  
7 incorrect legend, the producing party may give written notice to the receiving  
8 party or parties, including appropriately stamped substitute copies of the  
9 Designated Material. If the parties collectively agree to replacement of the  
10 Designated Material, then the documents will be so designated. Within five (5)  
11 business days of receipt of the substitute copies, the receiving party shall return  
12 the previously unmarked or mismarked items and all copies thereof. If the parties  
13 do not collectively agree to replacement of the Designated Material, the  
14 producing party shall comply with the procedure of Local Rule 37 in seeking  
15 protection for the inadvertently produced material.

16           11.4 Neither the provisions of this Protective Order, nor the filing of any  
17 material under seal, shall prevent the use in open court, in deposition, at any  
18 hearing, or at trial of this case of any material that is subject to this Protective  
19 Order or filed under seal pursuant to its provisions. At deposition, the party using  
20 Designated Material must request that the portion of the proceeding where use is  
21 made be conducted so as to exclude persons not qualified to receive such  
22 Designated Material. ~~At trial, the party using Designated Material must request~~  
23 ~~that the portion of the proceeding where use is made be conducted so as to~~  
24 ~~exclude persons not qualified to receive such Designated Material. All~~  
25 ~~confidentiality designations or legends placed pursuant to this Stipulated~~  
26 ~~Protective Order shall be removed from any document or thing used as a trial~~  
27 ~~exhibit in this case. The removal of such confidentiality designations or legends~~  
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1 ~~under the preceding sentence shall not affect the treatment of such documents and~~  
2 ~~things as Designated Material under this Stipulated Protective Order. This order~~  
3 ~~does not govern trial proceedings; such proceedings are subject to further order~~  
4 ~~of the presiding judge.~~ Upon request of a party, the parties shall meet and confer  
5 concerning the use and protection of Designated Material in open court at any  
6 hearing. Prior to the pretrial conference, the parties shall meet and confer  
7 concerning appropriate methods for dealing with Designated Material at trial.

8       11.5 Any inadvertent production of documents containing privileged  
9 information shall not be deemed to be a waiver of the attorney-client privilege,  
10 work product doctrine, or any other applicable privilege or doctrines. All parties  
11 specifically reserve the right to demand the return of any privileged documents  
12 that it may produce inadvertently during discovery if the producing party  
13 determines that such documents contain privileged information. After receiving  
14 notice of such inadvertent production by the producing party, the receiving party  
15 agrees to make reasonable and good faith efforts to locate and return to the  
16 producing party all such inadvertently produced documents.

17  
18 12. Modification and Survival.

19       12.1 Modification. The parties reserve the right to seek modification of  
20 this Protective Order at any time for good cause. The parties agree to meet and  
21 confer prior to seeking to modify this Protective Order for any reason. The  
22 restrictions imposed by this Protective Order may only be modified or terminated  
23 by written stipulation of all parties or by order of this Court. Parties entering into  
24 this Protective Order will not be deemed to have waived any of their rights to  
25 seek later amendment to this Protective Order.

26       12.2 Trial. The parties understand that this Protective Order does not  
27 extend to trial of this Action. Once the case proceeds to trial, all of the  
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1 information that was designated as confidential and/or kept and maintained  
2 pursuant to the terms of this Protective Order becomes public and will be  
3 presumptively available to all members of the public, including the press, unless  
4 good cause is shown to the district judge in advance of the trial to proceed  
5 otherwise.

6       12.3 Survival and Return of Designated Material. This Protective Order  
7 shall survive termination of this action prior to trial of this action. Upon final  
8 termination of the action prior to trial of this action, and at the written request  
9 of the Designating Party, all Designated Material, including deposition  
10 testimony, and all copies thereof, shall be returned to counsel for the  
11 Designating Party (at the expense of the Designating Party) or (at the option  
12 and expense of the requesting party) shall be destroyed. Upon request for the  
13 return or destruction of Designated Materials, counsel shall certify their  
14 compliance with this provision and shall serve such certification to counsel  
15 for the Designating Party not more than ninety (90) days after the written  
16 request to return or destroy Designated Materials. Counsel who have  
17 submitted one or more Certificate(s) prepared pursuant to Section 3 do not  
18 need to retain such Certificate(s) past the ninety (90) day period.

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

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

24       15. Exception for Public Information. Nothing in this Stipulation shall be  
25 deemed in any way to restrict the use of documents or information which are  
26 lawfully obtained or publicly available to a party independently of discovery in this  
27 action, whether or not the same material has been obtained during the course of  
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1 discovery in the action and whether or not such documents or information have  
2 been designated hereunder. However, in the event of a dispute regarding such  
3 independent acquisition, a party wishing to use any independently acquired  
4 documents or information shall bear the burden of proving independent  
5 acquisition.

6 16. Any material designated "CONFIDENTIAL" or "HIGHLY  
7 CONFIDENTIAL – ATTORNEYS' EYES ONLY" by a party will be deemed by  
8 the Designating Party to this agreement to be authentic and a business record of the  
9 Designating Party, and the Designating Party will be precluded from challenging  
10 the authenticity of any document so designated at any time during this litigation,  
11 including during any necessary collection or appeal proceedings. To the extent that  
12 such material is not a business record of the Designating Party and was not created  
13 by the Designating Party, the non-producing party for which the material is a  
14 business record shall have opportunity to challenge the authenticity of the material  
15 so designated.

16 **STIPULATION**

17 IT IS HEREBY STIPULATED by and among the parties, through their  
18 respective counsel, this Honorable Court consenting, that the foregoing Stipulated  
19 Protective Order may be entered in this action.

20 **IT IS SO ORDERED.**

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22 Dated: August 28, 2014



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Honorable Carla Woehrle  
United States Magistrate Judge

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Exhibit A

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

KLAUBER BROTHERS, INC.  
Plaintiff,  
vs.  
CHARLOTTE RUSSE, INC.; *et al.*,  
Defendants.

Case No.: CV14-02417 BRO (CWx)  
Referred to Hon. Carla Woehrle  
[DISCOVERY MATTER]  
**STIPULATED PROTECTIVE  
ORDER**

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)