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

13 IOU INTERNATIONAL, INC., a
14 California Corporation, individually and
15 doing business as VISION
16 INTERNATIONAL 1, INC.,

17 Plaintiff,

18 vs.

19 WORLD OF JEANS AND TOPS, INC.,
20 a California Corporation; TILLY'S,
21 INC., a Delaware Corporation; and
22 DOES 1-10,

23 Defendants.

Case No. CV14-02868-ODW-AGR
Hon. Otis D. Wright II, Presiding

**ORDER RE STIPULATION FOR
PROTECTIVE ORDER**

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25 Having considered the parties' pleadings on file to date, and the parties'
26 jointly submitted Stipulation for Protective Order to govern the handling of
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1 information and materials produced in the course of discovery or filed with the
2 Court in this action, the Court determines as follows:

3 **GOOD CAUSE STATEMENT**

4 It is the intent of the parties and the Court that information will not be
5 designated as confidential for tactical reasons in this case and that nothing be so
6 designated without a good faith belief that there is good cause why it should not be
7 part of the public record of this case. Examples of confidential information that the
8 parties may seek to protect from unrestricted or unprotected disclosure include:

- 9 (a) Information that is the subject of a non-disclosure or
10 confidentiality agreement or obligation;
- 11 (b) The names, or other information tending to reveal the identity
12 of a party's supplier, designer, distributor, or customer;
- 13 (c) Agreements with third-parties, including license agreements,
14 distributor agreements, manufacturing agreements, design
15 agreements, development agreements, supply agreements, sales
16 agreements, or service agreements;
- 17 (d) Research and development information;
- 18 (e) Proprietary engineering or technical information, including
19 product design, manufacturing techniques, processing
20 information, drawings, memoranda and reports;
- 21 (f) Information related to budgets, sales, profits, costs, margins,
22 licensing of technology or designs, product pricing, or other
23 internal financial/accounting information, including non-public
24 information related to financial condition or performance and
25 income or other non-public tax information;
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- 1 (g) Information related to internal operations including personnel
2 information;
- 3 (h) Information related to past, current and future product
4 development;
- 5 (i) Information related to past, current and future market analyses
6 and business and marketing development, including plans,
7 strategies, forecasts and competition; and
8
- 9 (j) Trade secrets (as defined by the jurisdiction in which the
10 information is located).
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12 Unrestricted or unprotected disclosure of such confidential technical,
13 commercial or personal information would result in prejudice or harm to the
14 producing party by revealing the producing party's competitive confidential
15 information, which has been developed at the expense of the producing party and
16 which represents valuable tangible and intangible assets of that party.
17 Additionally, privacy interests must be safeguarded. Accordingly, the parties
18 respectfully submit that there is good cause for the entry of this Protective Order.

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

21 1. Designated Material.

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

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

16 2. Access to Designated Materials.

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

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

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

4 (c) Names, addresses, and other information that would identify
5 customers or prospective customers, or the distributors or prospective distributors
6 of the Designating Party;

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

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

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

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

21 (h) The fact that an item or category is listed as an example in this or
22 other sections of this Protective Order does not, by itself, render the item or
23 category discoverable.
24

25 2.1.0 Materials designated “CONFIDENTIAL” may be disclosed only to
26 the following Designees:

27 2.1.1 Persons who appear on the face of Designated Materials marked
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1 “CONFIDENTIAL” as an author, addressee, or recipient thereof;

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

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

16 2.1.4 A party’s officers and/or employees, which may include in-house
17 counsel.

18 2.1.5 The Court, its clerks and secretaries, and any court reporter retained
19 to record proceedings before the Court;

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

8 2.2.0 Materials designated "HIGHLY CONFIDENTIAL – ATTORNEYS'
9 EYES ONLY" materials may be disclosed only to the following Designees:

10 2.2.1 Persons who appear on the face of Designated Materials marked
11 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" as an author,
12 addressee, or recipient thereof;

13 2.2.2 Counsel for the parties to this action, as defined in section 2.1.2;

14 2.2.3 Consultants for the parties to this action, as defined in section 2.1.3;

15 and

16 2.2.4 The Court, its clerks and secretaries, and any court reporter retained
17 to record proceedings before the Court.

18 2.2.5 Court reporters retained to transcribe depositions.

19 2.3 If any party wishes to disclose information or materials designated
20 under this Protective Order as "HIGHLY CONFIDENTIAL," "CONFIDENTIAL
21 – ATTORNEYS' EYES ONLY" to any Consultant, it must first identify that
22 individual to the Counsel for the Designating Party and submit a Certification of
23 Consultant pursuant to Section 3. CONFIDENTIAL – ATTORNEYS' EYES
24 ONLY

25 2.4 Legal Effect of Designation. The designation of any information or
26 materials as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS'
27 EYES ONLY" is intended solely to facilitate the conduct of this litigation.

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1 Neither such designation nor treatment in conformity with such designation shall
2 be construed in any way as an admission or agreement by any party that the
3 Designated Materials constitute or contain any trade secret or confidential
4 information. Except as provided in this Protective Order, no party to this action
5 shall be obligated to challenge the propriety of any designation, and a failure to
6 do so shall not preclude a subsequent attack on the propriety of such designation.

7 2.5 Nothing herein in any way restricts the ability of the receiving party
8 to use “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’
9 EYES ONLY” material produced to it in examining or cross-examining any
10 employee or consultant of the Designating Party.

11 2.6 The parties agree that the Plaintiff may be provided the alleged
12 infringers’ full identities, revenues, and gross profits numbers, notwithstanding
13 any party’s designation of documents showing such figures as “HIGHLY
14 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

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

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

3 5. Manner of Designating Written Materials.

4 5.1 Documents, discovery responses and other written materials shall be
5 designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL –
6 ATTORNEYS’ EYES ONLY” whether in whole or in part, as follows.

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

18 5.3 A designation of ““CONFIDENTIAL,” or “HIGHLY
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” as to any item, thing or
20 object that cannot otherwise be categorized as a document, shall be made: (1) by
21 placing the legend “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
22 ATTORNEYS’ EYES ONLY” on the thing, object or container within which it is
23 stored; or (2) by specifically identifying, in writing, the item and the level of
24 confidentiality designation, where such labeling is not feasible.
25

26 5.4 When a party wishes to designate as “CONFIDENTIAL,” or
27 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” materials
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1 produced by someone other than the Designating Party (a “Producing Party”),
2 such designation shall be made:

3 5.4.1 Within fifteen (15) business days from the date that the Designating
4 Party receives copies of the materials from the producing or disclosing entity; and

5 5.4.2 By notice to all parties to this action and to the Producing Party, if
6 such party is not a party to this action, identifying the materials to be designated
7 with particularity (either by production numbers or by providing other adequate
8 identification of the specific material). Such notice shall be sent by facsimile and
9 regular mail.

10 5.4.3. A party shall be permitted to designate as “CONFIDENTIAL,” or
11 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” material produced
12 by a Producing Party only where:

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

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

22 5.5 Upon notice of designation, all persons receiving notice of the
23 requested designation of materials shall:

24 5.5.1 Make no further disclosure of such Designated Material or
25 information contained therein, except as allowed in this Protective Order;

26 5.5.2 Take reasonable steps to notify any persons known to have
27 possession of or access to such Designated Materials of the effect of such
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1 designation under this Protective Order; and

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

9 6. Manner of Designating Deposition Testimony.

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

17 6.2 Where testimony is designated during the deposition, the
18 Designating Party shall have the right to exclude, at those portions of the
19 deposition, all persons not authorized by the terms of this Protective Order to
20 receive such Designated Material.

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

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

8 8. Court Procedures.

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

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

24 **“CONFIDENTIAL, or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
25 ONLY] INFORMATION SUBJECT TO PROTECTIVE ORDER.”**

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

11 8.3 Retrieval of Designated Materials. The party responsible for lodging
12 or filing the Designated Materials shall be responsible for retrieving such
13 Designated Materials from the Court following the final termination of the action
14 (including after any appeals).

15 9. Objections

16 9.1 A party may challenge any designation under this Protective Order at
17 any time, on the grounds that the information or material does not meet the
18 standards of Sections 1 and 2, by following the procedure of Local Rule 37 of this
19 Court.

20 9.2 The parties shall meet and confer in good faith prior to the filing of
21 any motion under this section.

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

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1 11. No Prejudice.

2 11.1 This Protective Order shall not diminish any existing obligation or
3 right with respect to Designated Material, nor shall it prevent a disclosure to
4 which the Designating Party consented in writing before the disclosure takes
5 place.

6 11.2 Unless the parties stipulate otherwise, evidence of the existence or
7 nonexistence of a designation under this Protective Order shall not be admissible
8 for any purpose during any proceeding on the merits of this action.

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

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

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

21 12. Modification and Survival.

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

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

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

22 13. No Contract. This Protective Order shall not be construed to
23 create a contract between the parties or between the parties and their
24 respective counsel.

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

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

9 16. Any material designated “CONFIDENTIAL” or “HIGHLY
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” by a party will be deemed by
11 the parties to this agreement to be authentic and a business record of the
12 designating party, and the designating party will be precluded from challenging the
13 authenticity of any document so designated at any time during this litigation,
14 including during any necessary collection or appeal proceedings.

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

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19 **IT IS SO ORDERED.**

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21 Dated: August 25, 2014

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Honorable Alicia G. Rosenberg
United States Magistrate Judge

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Exhibit A

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IOU INTERNATIONAL, INC., a
California Corporation, individually and
doing business as VISION
INTERNATIONAL 1, INC.,

Plaintiff,

vs.

WORLD OF JEANS AND TOPS, INC.,
a California Corporation; TILLY'S,
INC., a Delaware Corporation; and
DOES 1-10,

Defendants.

Case No. CV14-02868-ODW-AGR
Hon. Otis D. Wright II, Presiding

**STIPULATION FOR PROTECTIVE
ORDER**

The undersigned hereby acknowledges that he/she has read the
STIPULATION FOR 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)