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NOTE: CHANGES MADE BY THE COURT

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

MERIDIAN TEXTILES, INC., a  
California corporation,

Plaintiff,

v.

ERIN FETHERSTON, LLC, *et al.*

Defendants.

Case No. 14-cv-3137 DMG (FFMx)

**DISCOVERY MATTER**

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

Pursuant to the parties Joint Stipulation for Protective Order, **the Court hereby orders as follows:**

**GOOD CAUSE STATEMENT**

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

- (a) Information that is the subject of a non-disclosure or confidentiality agreement or obligation;
- (b) The names, or other information tending to reveal the identity of a party's supplier, distributor, or designer;

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- (c) Agreements with third-parties, including license agreements, distributor agreements, manufacturing agreements, design agreements, development agreements, supply agreements, sales agreements, or service agreements;
- (d) Research and development information;
- (e) Proprietary engineering or technical information, including product design, manufacturing techniques, processing information, drawings, memoranda and reports;
- (f) Information related to budgets, sales, profits, costs, margins, licensing of technology or designs, product pricing, or other internal financial/accounting information, including non-public information related to financial condition or performance and income or other non-public tax information;
- (g) Information related to internal operations including personnel information;
- (h) Information related to past, current and future product development;
- (i) Information related to past, current and future market analyses and business and marketing development, including plans, strategies, forecasts and competition; and

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1 (j) Trade secrets (as defined by the jurisdiction in which the  
2 information is located).

3 Unrestricted or unprotected disclosure of such confidential technical,  
4 commercial or personal information would result in prejudice or harm to the  
5 producing party by revealing the producing party's competitive confidential  
6 information, which has been developed at the expense of the producing party and  
7 which represents valuable tangible and intangible assets of that party. Additionally,  
8 privacy interests must be safeguarded. Accordingly, the parties respectfully submit  
9 that there is good cause for the entry of this Protective Order.

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

12 1. Designated Material.

13 1.1 Information or material may be designated for confidential treatment  
14 pursuant to this Protective Order by any party, person or entity producing or lodging it  
15 in this action (the "Designating Party"), if: (a) produced or served, formally or  
16 informally, pursuant to the Federal Rules of Civil Procedure or in response to any  
17 other formal or informal discovery request in this action; and/or (b) filed or lodged  
18 with the Court. All such information and material and all information or material  
19 derived from it constitutes "Designated Material" under this Protective Order.

20 1.2 Unless and until otherwise ordered by the Court or agreed to in writing  
21 by the parties, all Designated Materials designated under this Protective Order shall be  
22 used by the parties and persons receiving such Designated Materials solely for  
23 conducting the above-captioned litigation and any appellate proceeding relating  
24 thereto. Designated Material shall not be used by any party or person receiving them  
25 for any business or any other purpose. No party or person shall disclose Designated  
26 Material to any other party or person not entitled to receive such Designated Material  
27 under the specific terms of this Protective Order. For purposes of this Protective  
28 Order, "disclose" or "disclosed" means to show, furnish, reveal or provide, indirectly

1 or directly, any portion of the Designated Material or its contents, orally or in writing,  
2 including the original or any copy of the Designated Material.

3 2. Access to Designated Materials.

4 2.1 Materials Designated “CONFIDENTIAL”: Subject to the limitations set  
5 forth in this Protective Order, Designated Material may be marked  
6 “CONFIDENTIAL” for the purpose of preventing the disclosure of information or  
7 materials that the designating party in good faith believes is confidential. Before  
8 designating any specific information or material “CONFIDENTIAL,” the Designating  
9 Party’s counsel shall make a good faith determination that the information warrants  
10 protection under Rule 26(c) of the Federal Rules of Civil Procedure. Such information  
11 may include, but is not limited to:

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

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

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

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

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

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

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

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

15 2.1.0 Materials designated “CONFIDENTIAL” may be disclosed only to the  
16 following Designees:

17 2.1.1 Persons who appear on the face of Designated Materials marked  
18 “CONFIDENTIAL” as an author, addressee, or recipient thereof;

19 2.1.2 Counsel retained as outside litigation attorneys of record in this action,  
20 and their respective associates, clerks, legal assistants, stenographic, videographic and  
21 support personnel, and other employees of such outside litigation attorneys, and  
22 organizations retained by such attorneys to provide litigation support services in this  
23 action and the employees of said organizations. “Counsel” explicitly excludes any in-  
24 house counsel whether or not they are attorneys of record in this action.

25 2.1.3 Consultants, including non-party experts and consultants retained or  
26 employed by Counsel to assist in the preparation of the case, to the extent they are  
27 reasonably necessary to render professional services in this action, and subject to the  
28 disclosure requirements of section 2.3. Each consultant must sign a certification that

1 he or she has read this Stipulated Protective Order, will abide by its provisions, and  
2 will submit to the jurisdiction of this Court regarding the enforcement of this Order's  
3 provisions.

4 2.1.4 A party's officers and/or employees, which may include in-house  
5 counsel.

6 2.1.5 The Court, its clerks and secretaries, and any court reporter retained to  
7 record proceedings before the Court;

8 2.2 Materials Designated "HIGHLY CONFIDENTIAL – ATTORNEYS'  
9 EYES ONLY": Subject to the limitations in this Protective Order, Designated  
10 Materials may be marked "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
11 ONLY" for the purpose of preventing the disclosure of information or materials  
12 which, if disclosed to the receiving party, might cause competitive harm to the  
13 Designating Party. Information and material that may be subject to this protection  
14 includes, but is not limited to, technical and/or research and development data,  
15 intellectual property, financial, marketing and other sales data, and/or information  
16 having strategic commercial value pertaining to the Designating Party's trade or  
17 business. Nothing in paragraph 2.1 shall limit the information or material that can be  
18 designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" under this  
19 paragraph. Before designating any specific information "HIGHLY CONFIDENTIAL  
20 – ATTORNEYS' EYES ONLY," the Designating Party's counsel shall make a good  
21 faith determination that the information warrants such protection.

22 2.2.0 Materials designated "HIGHLY CONFIDENTIAL – ATTORNEYS'  
23 EYES ONLY" materials may be disclosed only to the following Designees:

24 2.2.1 Persons who appear on the face of Designated Materials marked  
25 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" as an author,  
26 addressee, or recipient thereof;

27 2.2.2 Counsel for the parties to this action, as defined in section 2.1.2;

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1           2.2.3   Consultants for the parties to this action, as defined in section 2.1.3;  
2 and

3           2.2.4   The Court, its clerks and secretaries, and any court reporter retained to  
4 record proceedings before the Court.

5           2.2.5   Court reporters retained to transcribe depositions.

6           2.3       If any party wishes to disclose information or materials designated  
7 under this Protective Order as “HIGHLY CONFIDENTIAL,” “CONFIDENTIAL –  
8 ATTORNEYS’ EYES ONLY” to any Consultant, it must first identify that individual  
9 to the Counsel for the Designating Party and submit a Certification of Consultant  
10 pursuant to Section 3. CONFIDENTIAL – ATTORNEYS’ EYES ONLY

11          2.4       Legal Effect of Designation. The designation of any information or  
12 materials as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’  
13 EYES ONLY” is intended solely to facilitate the conduct of this litigation. Neither  
14 such designation nor treatment in conformity with such designation shall be construed  
15 in any way as an admission or agreement by any party that the Designated Materials  
16 constitute or contain any trade secret or confidential information. Except as provided  
17 in this Protective Order, no party to this action shall be obligated to challenge the  
18 propriety of any designation, and a failure to do so shall not preclude a subsequent  
19 attack on the propriety of such designation.

20          2.5       Nothing herein in any way restricts the ability of the receiving party to  
21 use “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
22 ONLY” material produced to it in examining or cross-examining any employee or  
23 consultant of the Designating Party.

24          2.6       The parties agree that the Plaintiff may be provided the alleged  
25 infringers’ full identities, revenues, and gross profits numbers, notwithstanding any  
26 party’s designation of documents showing such figures as “HIGHLY  
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

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1           3.     Certificates Concerning Designated Materials. Each Consultant as  
2 defined in section 2.1.3, to whom any Designated Materials will be disclosed shall,  
3 prior to disclosure of such material, execute the Acknowledgement of Stipulated  
4 Protective Order in the form attached hereto as Exhibit A. Counsel who makes any  
5 disclosure of Designated Materials shall retain each executed Acknowledgement of  
6 Stipulated Protective Order and shall circulate copies to all Counsel for the opposing  
7 party concurrently with the identification of the Consultant to the attorneys for the  
8 Designating Party pursuant to Section 2.3.

9           4.     Use of Designated Materials by Designating Party. Nothing in this  
10 Protective Order shall limit a Designating Party's use of its own information or  
11 materials, or prevent a Designating Party from disclosing its own information or  
12 materials to any person. Such disclosure shall not affect any designations made  
13 pursuant to the terms of this Protective Order, so long as the disclosure is made in a  
14 manner that is reasonably calculated to maintain the confidentiality of the information.

15           5.     Manner of Designating Written Materials.

16           5.1    Documents, discovery responses and other written materials shall be  
17 designated as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS'  
18 EYES ONLY" whether in whole or in part, as follows.

19           5.2    The producing party shall designate materials by placing the legend  
20 "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
21 on each page so designated prior to production. If the first or cover page of a multi-  
22 page document bears the legend "CONFIDENTIAL," "HIGHLY CONFIDENTIAL –  
23 ATTORNEYS' EYES ONLY" the entire document shall be deemed so designated,  
24 and the absence of marking each page shall not constitute a waiver of the terms of this  
25 Order. If the label affixed to a computer disk containing multiple files bears the legend  
26 "CONFIDENTIAL," "CONFIDENTIAL – ATTORNEYS' EYES ONLY" the entire  
27 disk shall be deemed so protected, and the absence of marking of each file shall not  
28 constitute a waiver of the terms of this Order.



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

8           5.4    When a party wishes to designate as “CONFIDENTIAL,” or “HIGHLY  
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” materials produced by someone  
10 other than the Designating Party (a “Producing Party”), such designation shall be  
11 made:

12           5.4.1   Within fifteen (15) business days from the date that the Designating Party  
13 receives copies of the materials from the producing or disclosing entity; and

14           5.4.2   By notice to all parties to this action and to the Producing Party, if such  
15 party is not a party to this action, identifying the materials to be designated with  
16 particularity (either by production numbers or by providing other adequate  
17 identification of the specific material). Such notice shall be sent by facsimile and  
18 regular mail.

19           5.4.3.   A party shall be permitted to designate as “CONFIDENTIAL,” or  
20 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” material produced by  
21 a Producing Party only where:

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

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

4           5.5    Upon notice of designation, all persons receiving notice of the requested  
5 designation of materials shall:

6           5.5.1 Make no further disclosure of such Designated Material or information  
7 contained therein, except as allowed in this Protective Order;

8           5.5.2 Take reasonable steps to notify any persons known to have possession of  
9 or access to such Designated Materials of the effect of such designation under this  
10 Protective Order; and

11          5.5.3 If “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –  
12 ATTORNEYS’ EYES ONLY” material or information contained therein is disclosed  
13 to any person other than those entitled to disclosure in the manner authorized by this  
14 Protective Order, the party responsible for the disclosure shall, immediately upon  
15 learning of such disclosure, inform the Designating Party in writing of all pertinent  
16 facts relating to such disclosure, and shall make every effort to prevent further  
17 disclosure by the unauthorized person(s).

18          6.     Manner of Designating Deposition Testimony.

19          6.1    Deposition transcripts and portions thereof taken in this action may be  
20 designated as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
21 EYES ONLY” during the deposition or after, in which case the portion of the  
22 transcript containing Designated Material shall be identified in the transcript by the  
23 Court Reporter as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –  
24 ATTORNEYS’ EYES ONLY.” The designated testimony shall be bound in a separate  
25 volume and marked by the reporter accordingly.

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1           6.2    Where testimony is designated during the deposition, the Designating  
2 Party shall have the right to exclude, at those portions of the deposition, all persons  
3 not authorized by the terms of this Protective Order to receive such Designated  
4 Material.

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

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

18           8.     Court Procedures.

19           8.1    Disclosure of Designated Material to Court Officials. Subject to the  
20 provisions of this section, Designated Material may be disclosed to the Court, Court  
21 officials or employees involved in this action (including court reporters, persons  
22 operating video recording equipment at depositions, and any special master, referee,  
23 expert, technical advisor or Third-Party Consultant appointed by the Court), and to the  
24 jury in this action, and any interpreters interpreting on behalf of any party or deponent.

25           8.2    Filing Designated Materials with the Court. Nothing in this Order shall  
26 vary the requirements for filing under Seal imposed by the Federal Rules of Civil  
27 Procedure or the Local Rules of this Court. If a party wishes to file with the Court any  
28 document, transcript or thing containing information which has been designated

1 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
2 ONLY” the Party shall designate the material as set forth herein and file it with the  
3 Court in an application for filing under seal under the Local Rules of this Court, with  
4 the material bearing the legend:

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

18           8.3    Retrieval of Designated Materials. The party responsible for lodging or  
19 filing the Designated Materials shall be responsible for retrieving such Designated  
20 Materials from the Court following the final termination of the action (including after  
21 any appeals).

22           9.    Objections

23           9.1    A party may challenge any designation under this Protective Order at any  
24 time, on the grounds that the information or material does not meet the standards of  
25 Sections 1 and 2, by following the procedure of Local Rule 37 of this Court.

26           9.2    The parties shall meet and confer in good faith prior to the filing of any  
27 motion under this section.

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1           10.    Client Communication. Nothing in this Protective Order shall prevent or  
2 otherwise restrict counsel from rendering advice to their clients and, in the course of  
3 rendering such advice, relying upon the examination of Designated Material. In  
4 rendering such advice and otherwise communicating with the client, however, counsel  
5 shall not disclose any Designated Material, except as otherwise permitted by this  
6 Protective Order.

7           11.    No Prejudice.

8           11.1 This Protective Order shall not diminish any existing obligation or right  
9 with respect to Designated Material, nor shall it prevent a disclosure to which the  
10 Designating Party consented in writing before the disclosure takes place.

11          11.2 Unless the parties stipulate otherwise, evidence of the existence or  
12 nonexistence of a designation under this Protective Order shall not be admissible for  
13 any purpose during any proceeding on the merits of this action.

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

25          11.4 Neither the provisions of this Protective Order, nor the filing of any  
26 material under seal, shall prevent the use in open court, in deposition, at any hearing,  
27 or at trial of this case of any material that is subject to this Protective Order or filed  
28 under seal pursuant to its provisions. At deposition, the party using Designated

1 Material must request that the portion of the proceeding where use is made be  
2 conducted so as to exclude persons not qualified to receive such Designated Material.  
3 At trial, the party using Designated Material must request that the portion of the  
4 proceeding where use is made be conducted so as to exclude persons not qualified to  
5 receive such Designated Material. All confidentiality designations or legends placed  
6 pursuant to this Stipulated Protective Order shall be removed from any document or  
7 thing used as a trial exhibit in this case. The removal of such confidentiality  
8 designations or legends under the preceding sentence shall not affect the treatment of  
9 such documents and things as Designated Material under this Stipulated Protective  
10 Order. Upon request of a party, the parties shall meet and confer concerning the use  
11 and protection of Designated Material in open court at any hearing. Prior to the  
12 pretrial conference, the parties shall meet and confer concerning appropriate methods  
13 for dealing with Designated Material at trial.

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

23       12. Modification and Survival.

24       12.1 Modification. The parties reserve the right to seek modification of this  
25 Protective Order at any time for good cause. The parties agree to meet and confer  
26 prior to seeking to modify this Protective Order for any reason. The restrictions  
27 imposed by this Protective Order may only be modified or terminated by written  
28 stipulation of all parties or by order of this Court. Parties entering into this Protective

1 Order will not be deemed to have waived any of their rights to seek later amendment  
2 to this Protective Order.

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

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

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

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

25 15. Exception for Public Information. Nothing in this Stipulation shall be  
26 deemed in any way to restrict the use of documents or information which are lawfully  
27 obtained or publicly available to a party independently of discovery in this action,  
28 whether or not the same material has been obtained during the course of discovery in

1 the action and whether or not such documents or information have been designated  
2 hereunder. However, in the event of a dispute regarding such independent acquisition,  
3 a party wishing to use any independently acquired documents or information shall  
4 bear the burden of proving independent acquisition.

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

15 **17. If a party to whom “CONFIDENTIAL,” or “HIGHLY**  
16 **CONFIDENTIAL – ATTORNEYS’ EYES ONLY” material has been produced**  
17 **is subpoenaed or ordered by another court or administrative agency to produce**  
18 **information that is subject to this protective order, such party shall notify**  
19 **promptly the party who produced the material of the pending subpoena or order.**  
20 **It is the producing party’s responsibility to take whatever action it deems**  
21 **appropriate to challenge the subpoena or order in the issuing court or agency.**  
22 **The party subject to the subpoena or order shall not produce**  
23 **“CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES**  
24 **ONLY” materials in advance of the date required by the subpoena or order.**

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1 **Nothing herein shall be construed as relieving anyone subject to this order from**  
2 **any obligation to comply with a validly issued subpoena or order. (FFM)**

3 **IT IS SO ORDERED.**

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5 Dated: October 21, 2014

/S/ FREDERICK F. MUMM  
Magistrate Judge Frederick F. Mumm  
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 Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of Meridian Textiles, Inc. v. Erin Fetherston, LLC *et al.*, Case No. 2:14-cv-03137 DMG (FFMx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

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

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

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

Printed name: \_\_\_\_\_

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