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

L.A. GEM & JEWELRY DESIGN,  
INC., a California Corporation dba LA  
ROCKS,

Plaintiff,

vs.

GOLD STAR JEWELLERY PVT LTD.,  
an Indian company; GOLD STAR  
JEWELLERY LLC, a New York  
company; and GOLD STAR  
INDEPENDENT LLC, a New York  
company; and DOES 1-10

Defendants.

**AND RELATED COUNTERCLAIMS**

**Case No.:** CV 14-04807 DSF (RZx)

**[PROPOSED] ORDER GRANTING  
PARTIES' STIPULATION FOR  
PROTECTIVE ORDER**

**NOTE: CHANGES HAVE BEEN  
MADE TO THIS DOCUMENT**

1  
2 Upon stipulation of the parties for a protection order pursuant to Fed. R. Civ. P.  
3 26(c) governing the disclosure during pretrial discovery and the subsequent handling of  
4 trade secret information, proprietary information, other confidential commercial,  
5 financial or personal information, and documents containing any such information  
6 (hereinafter collectively referred to as “CONFIDENTIAL INFORMATION”),

7 **IT IS HEREBY ORDERED THAT:**

8 **1. INITIAL DESIGNATION.**

9 **1.1 Confidential Information.** In connection with discovery in this action, the  
10 parties may designate materials, including electronic files, documents, things, and  
11 testimony, as “CONFIDENTIAL” and/or “CONFIDENTIAL-ATTORNEYS’ EYES  
12 ONLY” (collectively hereinafter, “CONFIDENTIAL INFORMATION”) under the terms  
13 of this Stipulated Protective Order (“Order”). Confidential information is information  
14 that has not been made public and which concerns or relates to the processes, operations,  
15 type or work, or apparatus, or to the production, sales, shipments, purchases, transfers,  
16 identification of customers and suppliers, inventories, blueprints, amount or source of any  
17 income, profits, losses, or expenditures of any persons, firm, partnership, corporation or  
18 other organization, the disclosure of which information may have the effect of causing  
19 harm to the competitive position of the person, firm, partnership, corporation or to the  
20 organization from which the information was obtained, ~~and, to the extent not already~~  
21 ~~encompassed in the preceding definition, trade secrets as defined in California Civil~~  
22 ~~Code § 3426.1.~~ By designating a document, thing, material, testimony or other  
23 information derived therefrom as CONFIDENTIAL or CONFIDENTIAL-  
24 ATTORNEYS’ EYES ONLY under the terms of this Order, the party making the  
25 designation is certifying to the court that there is a good faith basis both in law and in fact  
26 for the designation within the meaning of Federal Rules of Civil Procedure 26(g).  
27 Material designated as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS’ EYES  
28 ONLY under the Order, the information contained therein, and any documents derived in

1 whole or in part from material designated as CONFIDENTIAL INFORMATION  
2 (“CONFIDENTIAL MATERIAL”) shall only be used for the prosecution, defense or  
3 settlement of this action, and for no other purpose.

4 **1.2 Produced Documents.** A party producing documents that it believes  
5 constitute or contain CONFIDENTIAL INFORMATION shall produce copies bearing a  
6 label designating such material CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS’  
7 EYES ONLY. As used herein, the term “documents” includes all writings or other media  
8 on which information is recorded and other electronic files and tangible things subject to  
9 production under the Federal Rules of Civil Procedure. Any and all documents,  
10 information, or materials provided by a party for the purpose of settlement discussion  
11 prior to the entry of this Order by the Court shall be deemed Confidential Information;  
12 notwithstanding any other provisions of this Order, no such documents, information, or  
13 materials may be disclosed, shared, or otherwise used during any part of this case unless  
14 introduced again by the same providing party under this Order.

15 **1.3 Interrogatory Answers.** If a party answering an interrogatory believes in  
16 good faith under the criteria set forth in Paragraph 1.1 above that its answer contains  
17 CONFIDENTIAL INFORMATION, it shall set forth its answer in a separate document  
18 that is produced and designated as CONFIDENTIAL or CONFIDENTIAL-  
19 ATTORNEYS’ EYES ONLY in the same manner as a produced document under  
20 subparagraph 1.2. The answers to interrogatories should make reference to the separately  
21 produced document containing the answer, but such document should not be attached to  
22 the interrogatories.

23 **1.4 Inspections of Documents.** In the event a party elects to produce files and  
24 records for inspection and the requesting party elects to inspect them, no designation of  
25 CONFIDENTIAL INFORMATION need be made in advance of the inspection. For  
26 purposes of such inspection, all materials produced shall be considered as  
27 CONFIDENTIAL INFORMATION unless the Parties agree otherwise. If the inspecting  
28 party selects specified documents to be copied, the producing party shall designate

1 CONFIDENTIAL INFORMATION in accordance with subparagraph 1.2 at the time the  
2 copies are produced or within ten (10) days after the producing party is provided with  
3 copies of said documents.

4 **1.5 Deposition Transcripts.** Portions of testimony taken at a deposition or  
5 conference and any corresponding exhibits may be designated as CONFIDENTIAL or  
6 CONFIDENTIAL-ATTORNEYS' EYES ONLY by making a statement to that effect on  
7 the record at the deposition or other proceeding. Arrangements shall be made with the  
8 court reporter transcribing such proceeding to separately bind such portions of the  
9 transcript containing information designated as CONFIDENTIAL or CONFIDENTIAL-  
10 ATTORNEYS' EYES ONLY and label such portions appropriately.

11 **1.6 Multi-page Documents.** A party may designate all pages of an integrated,  
12 multi-page document, including a deposition transcript, interrogatory answers and  
13 responses to document requests, as CONFIDENTIAL INFORMATION by placing the  
14 label specified in subparagraph 1.1 on the first page of the document. If a party wishes to  
15 designate only certain portions of an integrated, multi-page document as  
16 CONFIDENTIAL INFORMATION, it should designate such portions immediately  
17 below the label on the first page of the document and place the label specified in  
18 subparagraph 1.1 on each page of the document containing CONFIDENTIAL  
19 INFORMATION.

20 **1.7 List.** Within fourteen days after producing or designating CONFIDENTIAL  
21 INFORMATION, the producing or designating party shall provide a log identifying all  
22 such designated material. The log shall identify the documents or other material either by  
23 Bates stamp number(s) or by a description sufficiently detailed to make the document or  
24 material the basis for the claimed CONFIDENTIAL or CONFIDENTIAL-  
25 ATTORNEYS' EYES ONLY designation. The log shall state with specificity all the  
26 asserted basis which support the need to identify designated materials as  
27 CONFIDENTIAL.

28 **1.8 Attorneys' Eyes Only Material.** As stated above, the parties may designate

1 discovery material or testimony of a highly confidential and/or proprietary nature as  
2 ATTORNEYS' EYES ONLY or CONFIDENTIAL-ATTORNEYS' EYES ONLY  
3 ("Attorneys' Eyes Only Material"), in the manner described in paragraph 1 above.  
4 Attorneys' Eyes Only Material, and the information contained therein, may be disclosed  
5 only to the following: (i) the Court, pursuant to paragraph 3.5 hereof; (ii) mediators or  
6 arbitrators agreed upon by the parties; (iii) outside counsel for any party (and their staff);  
7 or (iv) other "qualified persons" listed in subparagraphs 3.1 herein. Individuals within  
8 categories (iii) to (iv) shall pre-agree to be bound by the terms of the Protective Order.  
9 Attorneys' Eyes Only Material shall not be disclosed to any party or to any officer, in-  
10 house counsel, director or employee of any party unless agreed in writing by the parties  
11 or ordered by the Court. ATTORNEYS' EYES ONLY and CONFIDENTIAL  
12 information shall collectively be referred to as Designated Material.

13 **1.9 Later Designations.** A party may also designate information disclosed at a  
14 deposition as CONFIDENTIAL and/or ATTORNEYS' EYES ONLY by notifying all  
15 parties in writing, within twenty-one (21) days of receipt of the transcript, of the specific  
16 pages and lines designated as such. Each party shall attach a copy of such written  
17 statement to the face of each transcript in its possession, custody or control. For twenty-  
18 one (21) days after receipt of the transcript, depositions shall be treated as  
19 ATTORNEYS' EYES ONLY, but after that period any portions not designated as  
20 CONFIDENTIAL and/or ATTORNEYS' EYES ONLY may be disclosed.

21 **2. DESIGNATIONS BY ANOTHER PARTY.** For fourteen (14) days after  
22 receipt of documents from a third party, the documents shall be treated as ATTORNEYS'  
23 EYES ONLY, but after that period any portions not designated as CONFIDENTIAL  
24 and/or ATTORNEYS' EYES ONLY may be disclosed. If a third party produces  
25 documents that any party reasonably believes should be protected under this Order,  
26 within fourteen (14) days of the production said party to this action shall advise all  
27 counsel of its designation of such documents as CONFIDENTIAL and/or ATTORNEYS'  
28 EYES ONLY and shall affix the corresponding stamp on such documents. The third

1 party shall be served with a copy of this Order with the Subpoena and such third party  
2 itself may designate documents or testimony as Confidential or Attorneys' Eyes Only as  
3 provided herein. All parties shall cooperate to effectuate affixing the necessary stamp.

4 **3. HANDLING PRIOR TO TRIAL.**

5 **3.1 Authorized Disclosures.** Discovery Material designated as  
6 CONFIDENTIAL or information derived therefrom may be disclosed, shown, or made  
7 available, or communicated in any way only to the following persons:

8 a. The parties and employees of the parties, but only to the extent necessary to  
9 participate in, assist in and monitor the progress of this action and for no other purpose;

10 b. Qualified persons taking testimony involving Designated Material, and  
11 necessary stenographic, videographic, and clerical personnel thereof;

12 c. Consultants or experts and their staff who are employed for the purposes of  
13 this litigation, provided that the provisions of Paragraph 3.3 of this Stipulation are  
14 complied with prior to any disclosure of any Designated Material to such an expert or  
15 consultant;

16 d. The Court and the Court's staff pursuant to Paragraph 3.5 of this Stipulation;

17 e. Attorneys for the parties to this litigation and/or the insurance carriers for the  
18 parties to the litigation, including persons working solely in secretarial, clerical, and  
19 paralegal capacities, and who are providing assistance to counsel in this action, and/or  
20 claims representatives and/or claims adjustors, upon the condition that such Designated  
21 Documents not be used in policy issuance determinations and be immediately destroyed  
22 by the insurance carriers upon completion of the instant litigation;

23 f. Third-parties specifically retained to assist outside counsel in copying,  
24 imaging, and/or coding of documents but for that purpose only, provided that all such  
25 confidential documents are kept and maintained in a separate and secure place and that  
26 the third party retained to copy, image, or code confidential documents is not currently  
27 performing any services, either as an employee, consultant, or otherwise for any  
28 competitor of either party to this action or for one having any interest adverse to either

1 party to this action;

2 g. The author, addressees and recipients of the documents or any person who  
3 would have had access to such information by virtue of his /her employment; and,

4 h. Any other person as to whom the parties previously agree in writing.

5 Such disclosures are authorized only to the extent necessary to prosecute or defend  
6 this litigation. There will be no disclosure of CONFIDENTIAL INFORMATION to any  
7 person or entity who is a manufacturer or retail competitor (or an employee of a  
8 manufacturer or retail competitor) of a party. There will be no disclosure of  
9 CONFIDENTIAL INFORMATION to any distributor or supplier (or an employees of a  
10 distributor or supplier) of a party unless within 14 days of written notice by the party  
11 wishing disclosure, either the parties agree to the terms of disclosure or the party  
12 objecting to a proposed disclosure files a motion objecting to disclosure and the court  
13 orders otherwise.

14 **3.2 AEO Disclosure.** Material or documents designated as ATTORNEYS'  
15 EYES ONLY may be shown to a "qualified person" listed in subparagraphs 3.1(b)  
16 through (g).

17 **3.3 Procedure.** Except for persons described in Paragraph 3.1.d, 3.1.e or 3.1.f  
18 of this Stipulation, all persons to whom Designated Material is disclosed or by whom  
19 Designated Material is used, including parties, non-parties, and their representatives, shall  
20 be informed of and agree to be bound by the terms of this Stipulation and the Protective  
21 Order and shall take all necessary precautions to prevent any disclosure or use of  
22 Designated Material other than as authorized by this Stipulation.

23 a. Prior to disclosing Designated Material to any person, other than persons  
24 described in Paragraph 3.1.d, 3.1.e or 3.1.f of this Stipulation, the disclosing party shall  
25 obtain from such person a "Written Assurance" acknowledgement (Attachment "A"), that  
26 such person has reviewed a copy of this Stipulation and any subsequent Protective Order  
27 issued by the Court, will comply with their terms in all respects, and will submit to the  
28 jurisdiction of this Court for adjudication of any dispute about whether such person has

1 complied with the terms of this Stipulation and any subsequent Protective Order issued  
2 by the Court. In addition, prior to dissemination by a receiving party, or its counsel of  
3 record, of any Designated Material to any person, other than persons described in  
4 Paragraph 3.1.d, 3.1.e or 3.1.f of this Stipulation, the disseminating party shall obtain and  
5 maintain a copy of this acknowledgement evidencing that such person has executed the  
6 undertaking.

7       b. Individuals who are authorized to review Designated Material pursuant to  
8 this Stipulation shall hold the Designated Material and its contents in confidence and  
9 shall not divulge the Designated Material or its contents, either verbally or in writing,  
10 except as expressly permitted by this Stipulation, unless authorized to do so by a further  
11 Order of this Court or as specifically required by law.

12       **3.4 Unauthorized Disclosures.** In the event of disclosure of material  
13 designated as CONFIDENTIAL and/or ATTORNEYS' EYES ONLY Material, other  
14 than as authorized in this Order, counsel for the party responsible for the disclosure shall  
15 notify all parties of all pertinent facts, and shall make every effort to prevent further  
16 disclosure, including retrieving disclosed materials and copies of such materials and  
17 having unauthorized persons to whom disclosure was made sign a "Written Assurance"  
18 acknowledgement (Attachment "A"). Upon written stipulation, in accordance with Local  
19 Rule 37, the Court may order such further and additional relief as it deems necessary and  
20 just.

21       **3.5 Court Filings.** The parties acknowledge the procedures for filing under seal  
22 outlined by Local Rule 79-5.1. If Confidential Material, including any portion of a  
23 deposition transcript designated as CONFIDENTIAL and/or ATTORNEYS' EYES  
24 ONLY is included in any of the papers to be filed with the Court, the Confidential  
25 Material or any portions of the pleadings which contain Confidential Material shall be  
26 labeled "Confidential – Subject to Court Order," shall be lodged under seal, and shall be  
27 accompanied by a written application and proposed order to file the Confidential Material  
28 under seal to the judge to whom the papers are directed, until further order of the Court.



1 Each submission to be lodged under seal is to be filed on a document by document basis,  
2 allowing the Court the opportunity to determine whether the standard for filing material  
3 under seal has been satisfied. The proposed order shall address both the sealing of the  
4 application and the order itself. The original and judge's copy of the document shall be  
5 sealed in separate envelopes with a copy of the title page attached to the front of each  
6 envelope, with the authority for the under-seal filings, if authorized by statute or rule,  
7 appearing on the title page of the proposed filing Applications and Orders to Seal, along  
8 with the material to be placed under seal, shall not be electronically filed but shall be  
9 filed manually in the manner prescribed by Local Rule 79-5. A Notice of Manual Filing  
10 shall be electronically filed identifying materials being manually filed. The parties agree  
11 that exhibits provided to any jury empanelled in this proceeding shall be provided  
12 without the CONFIDENTIAL or ATTORNEYS' EYES ONLY stamp.

13 **4. HANDLING DURING TRIAL.** CONFIDENTIAL INFORMATION  
14 and/or ATTORNEYS' EYES ONLY which is subject to this order may be marked and  
15 used as trial exhibits by either party, subject to terms and conditions as imposed by the  
16 trial court upon application by the designating party.

17 **5. HANDLING AFTER TRIAL.** This Order shall survive the final  
18 termination of this action and shall protect all retained materials that have remained  
19 confidential through final termination of the case. Upon final termination of this case,  
20 counsel for the parties may each retain one copy of the pleadings, transcripts of any  
21 hearings or trials, transcripts of depositions, and exhibits from any hearings, trials or  
22 depositions. Counsel shall destroy or assemble and return to each other materials  
23 designated as confidential and all copies or summaries thereof.

24 **6. RESTRICTIONS.** Nothing herein shall impose any restriction on the use  
25 or disclosure by a party of material: (1) obtained lawfully by a party hereto other than  
26 through discovery in this action, from a person who, to the best of such party's  
27 knowledge, was not at the time such materials were obtained by such party under a duty  
28 (contractual or otherwise) to maintain such materials in confidence; (2) that is public

1 knowledge or became public knowledge after disclosure under this Order (other than  
2 through an act or omission or a person receiving material under this Order).

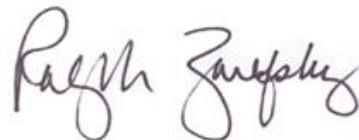
3 **7. OTHER REQUESTS.** The Order shall be without prejudice to the right of  
4 any party: (i) to request re-designation of material as Confidential, Attorneys' Eyes Only,  
5 or neither, or both; (ii) upon written stipulation, in accordance with Local Rule 37, to  
6 request the Court's ruling on whether a document or information is Confidential or  
7 Attorneys' Eyes Only Material, or whether its use should be restricted; (iii) to present a  
8 motion to the Court under FRCP 26(c) for a separate protective order as to any document  
9 or information, including restrictions differing from those specified herein. The Order  
10 shall not be deemed to prejudice the parties in any way in any future application for  
11 modification of this Order.

12 **8. CUSTODY.** Recipients of material under this Order shall maintain such  
13 material secured and shall exercise the same standard of care with respect to storage,  
14 custody, use and dissemination of the material as they exercise for their own proprietary  
15 information, but in no event shall the standard be less than that of a reasonable person.

16 This order shall be binding on the parties when signed regardless of whether and  
17 when this Court endorses this Order.

18  
19 Notwithstanding to the contrary in the foregoing, this Order shall not govern either  
20 at trial or in connection with dispositive motions. Any protection sought in connection  
21 with either situation must be sought separately, from the judge who will preside over  
22 those proceedings.

23  
24 **IT IS SO ORDERED.**



25  
26 Dated: 11/24, 2014 By:

27 \_\_\_\_\_  
28 Honorable Ralph Zarefsky  
United States Magistrate Judge

EXHIBIT A  
WRITTEN ASSURANCE

I, \_\_\_\_\_ (print name), reside at \_\_\_\_\_, in the City of \_\_\_\_\_, \_\_\_\_\_. I am employed by and/or affiliated with \_\_\_\_\_, with a business address of \_\_\_\_\_, in the City of \_\_\_\_\_, \_\_\_\_\_. I have read and understand the Stipulated Protective Order filed in the case of *L.A. Gem & Jewelry Design, Inc. v. Goldstar Jewellery Pvt Ltd., et al.*, United States District Court Case CV 14-04807 DSF (RZx). I agree to comply with and be bound by the provisions of the Stipulated Protective Order. I will not divulge Confidential Material and/or Attorneys' Eyes Only Material (as those terms are defined in the Stipulated Protective Order) to persons other than those specifically authorized by the Stipulated Protective Order. I will not copy or use, except solely for the purpose of this litigation, any information protected by the Stipulated Protective Order except as expressly permitted by the Court.

Executed at \_\_\_\_\_, \_\_\_\_\_ (insert city and state), this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Signature