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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

10 NEW MILANI GROUP, INC., a
11 California corporation,

12 Plaintiff,

13 vs.

14 LEYLA RAZZAGHI, an individual,
15 MANOUCHEHR KHOSHBIN, an
16 individual, and KOSH MILANI
17 ENTERPRISES, LLC, a California
18 limited liability company. DOES 1-5,
19 PLANET BEAUTY, INC., a California
20 corporation, and DOES 6-10, inclusive,

21 Defendants.

Case No. 2:14-CV-05045-AB
(MRWx)

Hon. André Birotte, Jr.

[PROPOSED]
STIPULATED PROTECTIVE
ORDER

DISCOVERY MATTER

Complaint Filed: June 27, 2014
Trial Date: August 18, 2015

22 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, Local Rule
23 79-5 and Paragraph 5 of the Court's Procedures and Schedules available at
24 [http://court.cacd.uscourts.gov/CACD/JudgeReq.nsf/2fb080863c88ab47882567c900](http://court.cacd.uscourts.gov/CACD/JudgeReq.nsf/2fb080863c88ab47882567c9007fa070/a32a312503489abe88257d31004c3f53?OpenDocument)
25 [7fa070/a32a312503489abe88257d31004c3f53?OpenDocument](http://court.cacd.uscourts.gov/CACD/JudgeReq.nsf/2fb080863c88ab47882567c9007fa070/a32a312503489abe88257d31004c3f53?OpenDocument), the Court hereby
26 enters the following Stipulated Protective Order:

27 **1. Purposes and Limitations**

28 Discovery in this action is likely to involve the production of confidential,
proprietary, or private information for which special protection from public
disclosure and from use for any purpose other than prosecuting this litigation may

[PROPOSED] STIPULATED PROTECTIVE ORDER

1 be warranted. Accordingly, the parties have stipulated to the entry of, and have
2 petitioned the Court to enter, the following Stipulated Protective Order. In doing
3 so, the parties have acknowledged that this Order does not confer blanket
4 protections on all disclosures or responses to discovery and that the protection it
5 affords from public disclosure and use extends only to the limited information or
6 items that are entitled to confidential treatment under applicable legal principles.

7 The parties have further acknowledged that this Stipulated Protective Order
8 does not entitle them to file confidential information under seal. Civil Local Rule
9 79-5 sets forth the procedures that must be followed when a party seeks permission
10 from the court to file material under seal. However, the standards a party must
11 meet in connection with any such request are specified below.

12 **2. Good Cause Statement**

13 The pleadings in this litigation (the “Litigation”) raise the issues of
14 (i) whether Defendants have infringed upon trademarks held by Plaintiff,
15 (ii) whether Defendants have violated the terms of a prior settlement agreement
16 related to the co-existing use of the parties’ respective marks, (iii) whether the
17 Plaintiff is entitled to recover the Defendants’ alleged profits and/or Plaintiff’s
18 alleged losses suffered as a consequence of the Defendants’ actions, and (iv)
19 whether the Defendants have valid defenses to the Plaintiff’s claim. Resolution of
20 these issues will more likely than not involve an analysis of marketing information,
21 pricing and sales information, vendor/manufacture information, identification of
22 customers, sales transactions/business relationships with third parties, and
23 information otherwise generally unavailable to the public, or which may be
24 privileged or otherwise protected from disclosure under state or federal statutes,
25 court rules, case decisions, or common law.

26 Accordingly, to expedite the flow of information, to facilitate the prompt
27 resolution of disputes over confidentiality of discovery materials, to adequately
28 protect information the parties are entitled to keep confidential, to ensure that the

1 parties are permitted reasonable necessary uses of such material in preparation for
2 and in the conduct of trial, to address their handling at the end of the litigation, and
3 serve the ends of justice, a protective order for such information is justified in this
4 matter. It is the intent of the parties that information will not be designated as
5 confidential for tactical reasons and that nothing be so designated without a good
6 faith belief that it has been maintained in a confidential, non-public manner, and
7 there is good cause why it should not be part of the public record of this case.

8 **3. Definitions**

9 **3.1. Action:** this pending federal law suit.

10 **3.2. Challenging Party:** a Party or Non-Party that challenges the
11 designation of information or items under this Order.

12 **3.3. “CONFIDENTIAL” Information or Items:** information
13 (regardless of how it is generated, stored or maintained) or tangible things
14 that (i) a producing party uses in, or pertaining to, its business, which
15 information is not generally known and which that party would normally not
16 reveal to third parties or, if disclosed, would require such third parties to
17 maintain in confidence, (ii) constitutes, reflects or discloses a “trade secret”
18 as that term is defined in California Civil Code section 3426.1 or other
19 confidential research, development, or commercial information within the
20 scope of Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure, the
21 disclosure of which the disclosing party reasonably believes could cause
22 harm to the business operations of the disclosing party or provide an
23 improper business or commercial advantage to others, or (iii) is protected by
24 a right of privacy under federal or state law or any other applicable privilege
25 or right related to confidentiality or privacy

26 **3.4. “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”**
27 **Information or Items:** extremely sensitive information the disclosure of
28 which to another Party or Non-Party would create a substantial risk of

1 serious to the Producing Party. Documents and information in one or more
2 of the following categories shall qualify for this designation: (i) non-public
3 technical information, including schematic diagrams, manufacturing and
4 engineering drawings, engineering notebooks, specifications, research notes
5 and materials, technical reference materials, and other non-public technical
6 descriptions and/or depictions of the relevant technology; (ii) non-public
7 damage-related information (e.g., the number of products sold, total dollar
8 value of sales products, and profit margins); (iii) non-public financial
9 information; (iv) customer lists; (v) business and/or marketing plans;
10 (vi) price lists and/or pricing information; (vii) license agreements; and
11 (viii) information obtained from a Non-Party pursuant to a current Non-
12 Disclosure Agreement (“NDA”).

13 **3.5. Counsel:** Outside Counsel of Record and House Counsel (as
14 well as their support staff).

15 **3.6. Designating Party:** a Party or Non-Party that designates
16 information or items that it produces in disclosures or in responses to
17 discovery as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’
18 EYES ONLY”.

19 **3.7. Disclosure or Discovery Material:** all items or information,
20 regardless of the medium or manner in which it is generated, stored, or
21 maintained (including, among other things, testimony, transcripts, and
22 tangible things), that are produced or generated in disclosures or responses to
23 discovery in this matter.

24 **3.8. Expert:** a person with specialized knowledge or experience in a
25 matter pertinent to the litigation who has been retained by a Party or its
26 counsel to serve as an expert witness or as a consultant in this Action.

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1 **3.9. House Counsel:** attorneys who are employees of a party to this
2 Action. “House Counsel” does not include Outside Counsel of Record or
3 any other outside counsel.

4 **3.10. Non-Party:** any natural person, partnership, corporation,
5 association, or other legal entity not named as a Party to this action.

6 **3.11. Outside Counsel of Record:** attorneys who are not employees
7 of a party to this Action but are retained to represent or advise a party to this
8 Action and have appeared in this Action on behalf of that party or are
9 affiliated with a law firm which has appeared on behalf of that party,
10 including support staff.

11 **3.12. Party:** any party to this Action, including all of its officers,
12 directors, employees, consultants, retained experts, and Outside Counsel of
13 Record (and their support staffs).

14 **3.13. Producing Party:** a Party or Non-Party that produces
15 Disclosure or Discovery Material in this Action.

16 **3.14. Professional Vendors:** persons or entities that provide
17 litigation support services (e.g., photocopying, videotaping, translating,
18 preparing exhibits or demonstrations, and organizing, storing, or retrieving
19 data in any form or medium) and their employees and subcontractors.

20 **3.15. Protected Material:** any Disclosure or Discovery Material that
21 is designated as “CONFIDENTIAL” or “CONFIDENTIAL –
22 ATTORNEYS’ EYE ONLY”.

23 **3.16. Receiving Party:** a Party that receives Disclosure or Discovery
24 Material from a Producing Party.

25 **4. Scope**

26 The protections conferred by this Stipulated Protective Order cover not only
27 Protected Material (as defined above), but also (1) any information copied or
28 extracted from Protected Material; (2) all copies, excerpts, summaries, or

1 compilations of Protected Material; and (3) any testimony, conversations, or
2 presentations by Parties or their Counsel that might reveal Protected Material.
3 However, the protections conferred by this Order do not cover the following
4 information: (a) any information that is in the public domain at the time of
5 disclosure to a Receiving Party or becomes part of the public domain after its
6 disclosure to a Receiving Party as a result of publication not involving a violation of
7 this Order, including becoming part of the public record through trial or otherwise;
8 and (b) any information known to the Receiving Party prior to the disclosure or
9 obtained by the Receiving Party after the disclosure from a source who obtained the
10 information lawfully and under no obligation of confidentiality to the Designating
11 Party.

12 This Order does not govern the use of Protected Material at trial. Any use of
13 Protected Material at trial shall be governed by a separate order of the trial judge.

14 **5. Duration**

15 Even after final disposition of this litigation, the confidentiality obligations
16 imposed by this Order shall remain in effect until a Designating Party agrees
17 otherwise in writing or a court order otherwise directs. Final disposition shall be
18 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
19 with or without prejudice; and (2) final judgment herein after the completion and
20 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
21 including the time limits for filing any motions or applications for extension of time
22 pursuant to applicable law.

23 **6. Designating Protected Material**

24 **6.1. Exercise of Restraint and Care in Designating Material for**
25 **Protection.** Each Party or Non-Party that designates information or items
26 for protection under this Order must take care to limit any such designation
27 to specific material that qualifies under the appropriate standards. The
28 Designating Party must designate for protection only those parts of material,

1 documents, items, or oral or written communications that qualify so that
2 other portions of the material, documents, items, or communications for
3 which protection is not warranted are not swept unjustifiably within the
4 ambit of this Order.

5 Mass, indiscriminate, or routinized designations are prohibited.
6 Designations that are shown to be clearly unjustified or that have been made
7 for an improper purpose (e.g., to unnecessarily encumber the case
8 development process or to impose unnecessary expenses and burdens on
9 another Party) may expose the Designating Party to sanctions.

10 If it comes to a Designating Party's attention that information or items
11 that it designated for protection do not qualify for protection, that
12 Designating Party must promptly notify all other Parties that it is
13 withdrawing the inapplicable designation.

14 **6.2. Manner and Timing of Designations.** Except as otherwise
15 provided in this Order (see, e.g., second paragraph of section 5.2(a) below),
16 or as otherwise stipulated or ordered, Disclosure or Discovery Material that
17 qualifies for protection under this Order must be clearly so designated
18 before, or at, the time the material is disclosed or produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or
21 electronic documents, but excluding transcripts of depositions or other
22 pretrial or trial proceedings), that the Producing Party affix at a
23 minimum, the legend "CONFIDENTIAL" or "CONFIDENTIAL –
24 ATTORNEYS' EYES ONLY"¹ (both, hereinafter a
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26 ¹ Documents and discovery responses that are produced with a comparable
27 designation, such as "HIGHLY CONFIDENTIAL – COUNSEL'S EYES ONLY,"
28 or other like variations are entitled to the same confidential treatment as those
designated as "CONFIDENTIAL – ATTORNEYS' EYES ONLY."

1 “CONFIDENTIALITY legend”), as the case may be, to each page that
2 contains protected material. If only a portion or portions of the
3 material on a page qualifies for protection, the Producing Party also
4 must clearly identify the protected portion(s) (e.g., by making
5 appropriate markings in the margins).

6 A Party or Non-Party that makes original documents available
7 for inspection need not designate them for protection until after the
8 inspecting Party has indicated which documents it would like copied
9 and produced. During the inspection and before the designation, all of
10 the material made available for inspection shall be deemed
11 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. After the
12 inspecting Party has identified the documents it wants copied and
13 produced, the Producing Party must determine which documents, or
14 portions thereof, qualify for protection under this Order. Then, before
15 producing the specified documents, the Producing Party must affix the
16 appropriate “CONFIDENTIAL legend” to each page that contains
17 Protected Material. If only a portion or portions of the material on a
18 page qualifies for protection, the Producing Party also must clearly
19 identify the protected portion(s) (e.g., by making appropriate markings
20 in the margins).

21 (b) for testimony given in depositions, a Designating Party
22 shall, prior to the termination of the deposition, either (i) identify on
23 the record all protected testimony and the level of protection being
24 asserted, or, (ii) state on the record that it will provide its designations,
25 if any, in writing within 21 days following the termination of the
26 deposition, in which case the Parties shall treat the entirety of the
27 deposition testimony as though it were designated CONFIDENTIAL –
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1 ATTORNEYS' EYES ONLY. In the event the Designating Party fails
2 to notify the other Parties of its designations in writing within the 21-
3 day period, the deposition shall be accorded the level of protection
4 asserted by other Designating Parties, if any.

5 (c) for information produced in some form other than
6 documentary and for any other tangible items, that the Producing Party
7 affix in a prominent place on the exterior of the container or containers
8 in which the information is stored the appropriate
9 CONFIDENTIALITY legend. If only a portion or portions of the
10 information warrants protection, the Producing Party, to the extent
11 practicable, shall identify the protected portion(s).

12 **6.3. Inadvertent Failures to Designate.** If timely corrected, an
13 inadvertent failure to designate qualified information or items does not,
14 standing alone, waive the Designating Party's right to secure protection
15 under this Order for such material. Upon timely correction of a designation,
16 the Receiving Party must make reasonable efforts to assure that the material
17 is treated in accordance with the provisions of this Order.

18 **6.4. Courtesy Notice.** Any Party who reasonably anticipates using
19 Protected Material at a deposition, shall provide written notice to all other
20 Parties sufficiently in advance of the deposition so that each Party may
21 ensure that only authorized individuals are present when such Protected
22 Material is disclosed or used.

23 **6.5. Use of Exhibits/Deposition Pages With Protected Material to**
24 **Be Separately Bound.** The use of a document as an exhibit at a deposition
25 shall not affect its designation. Transcripts containing Designated Material
26 shall bear a statement on the cover page noting that the transcript contains
27 Protected Material and the pages containing Protected Material shall be
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1 bound separately from the remaining portion of the deposition transcript.
2 The Parties are jointly responsible for informing the court reporter of this
3 requirement.

4 **7. Challenging Confidentiality Designations**

5 **7.1 Timing of Challenges.** At any time that is consistent with the
6 Court's Scheduling Order, any Party or Non-Party may challenge a
7 designation of confidentiality.

8 **7.2. Meet and Confer.** The Challenging Party shall initiate the
9 dispute resolution process (and, if necessary, file a discovery motion) under
10 Local Rule 37.1 et seq. The burden of persuasion in any such challenge
11 proceeding shall be on the Designating Party. Frivolous challenges, and
12 those made for an improper purpose (e.g., to harass or impose unnecessary
13 expenses and burdens on other parties) may expose the Challenging Party to
14 sanctions. Unless the Designating Party waives or withdraws the challenged
15 confidentiality designation, all Parties shall continue to afford the material in
16 question the level of protection to which it is entitled under the Producing
17 Party's designation until the Court rules on the challenge.

18 **7.3. No Obligation to Challenge.** No party shall be obligated to
19 challenge the propriety of any designation, and the failure to do so shall not
20 preclude a subsequent challenge to the propriety of any such designation.

21 **8. Access to and Use of Protected Material**

22 **8.1. Basic Principles.** A Receiving Party may use Protected
23 Material that is disclosed or produced by another Party or by a Non-Party in
24 connection with this Action only for prosecuting, defending, or attempting to
25 settle this Action. Such Protected Material may be disclosed only to the
26 categories of persons and under the conditions described in this Order.

27 When the Action has been terminated, a Receiving Party must comply with
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1 the provisions of section ___ below (Final Disposition). Protected Material
2 must be stored and maintained by a Receiving Party at a location and in a
3 secure manner that ensures that access is limited to the persons authorized
4 under this Order.

5 **8.2. Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES**
6 **ONLY” Information or Items.** Unless otherwise ordered by the Court or
7 permitted in writing or on the record by the Designating Party, a Receiving
8 Party may disclose any information or item designated “CONFIDENTIAL –
9 ATTORNEYS’ EYES ONLY” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this
11 Action, as well as employees of said Outside Counsel of Record to
12 whom it is reasonably necessary to disclose the information in
13 connection with the prosecution or defense of this Action;

14 (b) Experts (as defined in this Order) of the Receiving Party to
15 whom disclosure is reasonably necessary for this Action and who have
16 signed the “Acknowledgment and Agreement to Be Bound” attached
17 as Exhibit A (the “Acknowledgement”);

18 (c) the Court and its personnel;

19 (d) court reporters and their staff;

20 (e) professional jury or trial consultants, mock jurors, and
21 Professional Vendors to whom disclosure is reasonably necessary for
22 this Action and who have signed the Acknowledgment;

23 (f) the author or recipient of a document containing the
24 information or a custodian or other person who otherwise possessed or
25 knew the information;

26 (g) during their depositions, witnesses, and attorneys for
27 witnesses, in the Action to whom disclosure is reasonably necessary
28 provided (1) the deposing party requests that the witness sign the

1 Acknowledgement, and (2) the witness is not permitted to keep any
2 confidential information unless he or she signs the Acknowledgment,
3 unless otherwise agreed by the Designating Party or ordered by the
4 court; and

5 (h) any mediator or settlement officer, and their supporting
6 personnel, mutually agreed upon by any of the Parties engaged in
7 settlement discussions.

8 **8.3. Disclosure of “CONFIDENTIAL” Information or Items.**

9 Unless otherwise ordered by the Court or permitted in writing by the
10 Designating Party, a Receiving Party may disclose any information or item
11 designated “CONFIDENTIAL” only to those persons listed in Section 8.2.,
12 above, and no more than three the officers, directors, and employees
13 (including House Counsel) of the Receiving Party to whom it is reasonably
14 necessary to disclose the information in connection with the prosecution or
15 defense for this Action;

16 **8.4. No Disclosure of “CONFIDENTIAL – ATTORNEYS’**
17 **EYES ONLY” Information or Items to In-House Experts.** Without the
18 express written consent of the Designating Party, no Party shall disclose
19 Protected Material designated “CONFIDENTIAL – ATTORNEYS’ EYES
20 ONLY” to any expert who is employed by, or affiliated with, the Party.

21 **9. Protected Material Subpoenaed or Ordered Produced in Other**
22 **Litigation**

23 If a Party is served with a subpoena or a court order issued in other litigation
24 that compels disclosure of any information or items designated in this Action as
25 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that
26 Party must, unless lawfully prohibited from doing so:

27 (a) promptly notify in writing the Designating Party which notice shall
28 include a copy of the subpoena or court order;

1 (b) promptly notify in writing the party who caused the subpoena or order to
2 issue in the other litigation that some or all of the material covered by the subpoena
3 or order is subject to this Stipulated Protective Order, which notice shall include a
4 copy of this Stipulated Protective Order; and

5 (c) cooperate with respect to all reasonable procedures sought to be pursued
6 by the Designating Party whose Protected Material may be affected.

7 If the Designating Party timely seeks a protective order, the Party served
8 with the subpoena or court order shall not produce any information designated in
9 this action as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES
10 ONLY” before a determination by the court from which the subpoena or order
11 issued, unless the Party has obtained the Designating Party’s permission. The
12 Designating Party shall bear the burden and expense of seeking protection in that
13 court of its confidential material.

14 Nothing in this Section should be construed as authorizing or encouraging a
15 Receiving Party in this Action to disobey a lawful directive from another court.

16 **10. Seeking Non-Party’s Protected Material In This Action**

17 The terms of this Stipulated Protective Order are applicable to information
18 produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or
19 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced
20 by Non-Parties in connection with this litigation is protected by the remedies and
21 relief provided by this Order and nothing in these provisions should be construed as
22 prohibiting a Non-Party from seeking additional protections.

23 In the event a Party is required, by a valid discovery request, to produce a
24 Non-Party’s confidential information in its possession, and the Party is subject to an
25 agreement with the Non-Party not to produce the Non-Party’s confidential
26 information, then the Party shall:

27 (a) promptly notify in writing the Requesting Party and the Non-Party that
28 some or all of the information requested is subject to a confidentiality agreement

1 with a Non-Party;

2 (b) promptly provide the Non-Party with a copy of this Stipulated Protective
3 Order, the relevant discovery request(s), and a reasonably specific description of
4 the information requested; and

5 (c) make the information requested available for inspection by the Non-
6 Party, if requested.

7 If the Non-Party fails to seek a protective order from this court within 14
8 days of receiving the notice and accompanying information, the Receiving Party
9 may produce the Non-Party's confidential information responsive to the discovery
10 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
11 not produce any information in its possession, custody or control that is subject to
12 the confidentiality agreement with the Non-Party before a determination by the
13 Court. Absent a court order to the contrary, the Non-Party shall bear the burden
14 and expense of seeking protection in this court for its Protected Material.

15 **11. Unauthorized Disclosure of Designated Material**

16 If a Receiving Party learns that, by inadvertence or otherwise, it has
17 disclosed Protected Material to any person or in any circumstance not authorized
18 under this Stipulated Protective Order, the Receiving Party shall immediately (a)
19 notify in writing the Designating Party of the unauthorized disclosure(s), (b) use its
20 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
21 the person or persons to whom unauthorized disclosures were made of all the terms
22 of this Order, and (d) use reasonable efforts to have such person or persons execute
23 the Acknowledgment.

24 **12. Inadvertent Production of Privileged Or Otherwise Protected**
25 **Material**

26 If a party at any time notifies any other Party that it inadvertently produced
27 documents, testimony, information, and/or things that are protected from disclosure
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1 under the attorney-client privilege, work product doctrine, and/or any other
2 applicable privilege or immunity from disclosure, or the Receiving Party discovers
3 such inadvertent production, the inadvertent production shall not be deemed a
4 waiver of the applicable privilege or protection. The Receiving Party shall
5 immediately return all copies of such documents, testimony, information and/or
6 things to the inadvertently producing Party and shall not use such items for any
7 purpose until further order of the Court. In all events, such return must occur
8 within three (3) business days following receipt of notice or discovery of the
9 inadvertent production. The return of any discovery item to the inadvertently
10 Producing Party shall not in any way preclude the Receiving Party from moving the
11 Court for a ruling that the document or thing was never privileged.

12 This provision is not intended to modify whatever procedure may be
13 established in an e-discovery order that provides for production without prior
14 privilege review pursuant to Federal Rule of Evidence 502(d) and (e).

15 **13. Filing Under Seal**

16 Any party desiring to file under seal any pleadings or other documents
17 containing its own “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’
18 EYES ONLY” information for use in connection with a hearing or a motion shall
19 seek prior approval of the Court pursuant to Local Rule 79-5 by presenting to the
20 Court a written application and a proposed order, along with the document or
21 documents proposed to be filed under seal.

22 Any such application may not be based solely upon this protective order.
23 Rather, the application shall contain a separate showing of “good cause” as to each
24 category of document or type of information the movant seeks to file under seal.
25 Fed. R. Civ. Proc. 26(c); *Phillips ex. Rel. Estates of Byrd v. General Motors Corp.*,
26 307 F.3d 1206, 1212 (9th Cir. 2002). In the event an application relates to a
27 dispositive motion, the application shall set forth facts sufficient to show that
28 “compelling reasons” support a filing under seal. *See Kamakana v. City and*

1 *County of Honolulu*, 447 F.3d 1172, 1178-81 (9th Cir. 2006); *Foltz v. State Farm*
2 *Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1136 (9th Cir. 2003).

3 If a party wishes to file under seal a pleading or other document containing
4 information that has been designated “CONFIDENTIAL” or “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” by another party, the
6 submitting party shall give the designating party five calendar days’ notice of its
7 intent to file. If the Designating Party objects, it shall notify the submitting party
8 and the burden will then be on the Designating Party to file an application meeting
9 the standards set forth above within two court days. In the event the Designating
10 Party fails to file such an application, the Designating Party shall be deemed to
11 have removed its “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
12 ATTORNEYS’ EYES ONLY” designation and the submitting party may file the
13 document or documents containing the material or information in question in the
14 public record.

15 No party shall file any pleadings or other documents containing Designated
16 Material they have requested the Court to file under seal until the Court acts on the
17 application to file under seal.

18 **14. Final Disposition.**

19 Unless otherwise ordered or agreed in writing by the producing party, within
20 ninety (90) days after the final termination of this action, including any appeals,
21 each Receiving Party shall, at its option, destroy all Protected Material or return it
22 to the Producing Party. As used in this section, “Protected Material” includes all
23 copies, abstracts, compilations, summaries or any other form of reproducing or
24 capturing any Protected Material. Thereafter, the receiving party shall submit a
25 written certification to the Producing Party (and, if not the same person or entity, to
26 the Designating Party) by the 90-day deadline stating that all Protected Material
27 was returned or destroyed, as the case may be.

28 Notwithstanding anything else in this Stipulated Protective Order, Outside

1 Counsel of Record are entitled to retain an archival copy of all pleadings, motion
2 papers, transcripts, legal memoranda, correspondence or attorney work product,
3 even if such materials contain Protected Material. Any such archival copies that
4 contain or constitute Protected Material shall remain subject to this Stipulated
5 Protective Order as set forth in Section 5 (Duration), above.

6 **15. Attorney Advice.**

7 Nothing in this Stipulated Protective Order bars or otherwise restricts an
8 attorney from rendering advice to his or her client with respect to this Action or
9 from relying upon or generally referring to “CONFIDENTIAL” or
10 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Disclosure or Discovery
11 Material in rendering such advice; provided however, that in rendering such advice
12 or in otherwise communicating with his or her client, the attorney shall not reveal
13 or disclose the specific content thereof if such disclosure is not otherwise permitted
14 under this Order.

15 **16. Party’s Own Information.**

16 The restrictions on the use of Protected Material established by this Order are
17 applicable only to Protected Material received by a Party from another Party or
18 from a Non-Party. A Party is free to do whatever it desires with its own Protected
19 Material.

20 **17. Miscellaneous.**

21 **17.1. Right to Seek Further Relief.** Nothing in this Stipulated
22 Protective Order abridges the right of any person to seek its modification by the
23 Court in the future.

24 **17.2. Right to Assert Other Objections.** By stipulating to the entry
25 of this Protective Order no Party waives any right it otherwise would have to object
26 to disclosing or producing any information or item on any ground not addressed in
27 this Stipulated Protective Order. Similarly, no Party waives any right to object on
28 any ground to use in evidence of any of the material covered by this Order.

1 **17.3 Use of Confidential Information at Trial.** Absent any further
2 order of the Court, all information that has been designated “CONFIDENTIAL” or
3 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to this order that is
4 referred to or disclosed during trial shall be presumptively available to all members
5 of the public.

6 **18. Violation of Order.** Any violation of this Order may be punished
7 by any and all appropriate measures including, without limitation, contempt
8 proceedings and/or monetary sanctions.

9 IT IS SO ORDERED.

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12 Dated: December 17, 2014

A black rectangular redaction box covering the signature of the judge.

Hon. Michael R. Wilner
U.S. Magistrate Judge

1 Submitted By:

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13 and

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EXHIBIT A
AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order (the
“Order”) that was entered by the United States District Court for the Central
District of California on _____ in the case of New Milani Group, Inc. v.
Razzaghi, et al., Case No. 2:14-CV-05045. I agree to comply with and to be bound
by all the terms of the Order, and I understand and acknowledge that my failure to
comply could expose me to sanctions and punishment for contempt. 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 this Order, even if such
enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Order.

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____

Dated: _____