

1 James J.S. Holmes (Bar No. 126779)  
 james.holmes@sedgwicklaw.com  
 2 SEDGWICK LLP  
 801 South Figueroa Street, 19th Floor  
 3 Los Angeles, CA 90017-5556  
 Telephone: 213.426.6900  
 4 Facsimile: 213.426.6921

5 Jason Joyal (Bar No. 251168)  
 jason.joyal@sedgwicklaw.com  
 6 SEDGWICK LLP  
 2900 K Street NW Harbourside, Suite 500  
 7 Washington, D.C. 20007-5127  
 Telephone: 202.204.1000  
 8 Facsimile: 202.204.1001

9 Attorneys for Defendants  
 LAWRENCE STUDIOS, INC.; LARRY  
 10 BAZZARRINI

11  
 12 UNITED STATES DISTRICT COURT  
 13 CENTRAL DISTRICT OF CALIFORNIA  
 14 **WESTERN DIVISION**

15 EDMON'S UNIQUE FURNITURE &  
 STONE GALLERY, INC.,  
 16  
 Plaintiff,  
 17  
 v.  
 18 AFPI, INC. dba ARCHITECTURAL  
 19 PRODUCTS; SOCAL FIREPLACE  
 20 MANTELS & CONSTRUCTION, INC.;  
 HERMAN BERGER; LAWRENCE  
 21 STUDIOS, INC.; LARRY  
 BAZZARRINI; DOES 1-10,  
 22 INCLUSIVE,  
 Defendants.  
 23

Case No. CV 14-06163 CAS (GJSx)  
 Assigned to Hon. Christina A. Snyder  
**PROTECTIVE ORDER ENTERED  
 PURSUANT TO THE  
 STIPULATION OF THE PARTIES**

24 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and based on  
 25 the parties' Stipulation for Entry ff Protective Order ("Stipulation") filed on May  
 26 27, 2015, the terms of the protective order to which the parties have agreed are  
 27 adopted as a protective order of this Court (which generally shall govern the  
 28 pretrial phase of this action) except to the extent, as set forth below, that those

1 terms have been substantively modified by the Court's amendment of paragraph 9,  
2 below (formerly paragraph 10 of the parties' proposed order), to delete the last  
3 sentence of that paragraph.

4 The parties are expressly cautioned that the designation of any information,  
5 document, or thing as "CONFIDENTIAL" or any other designation used by the  
6 parties does not, in and of itself, create any entitlement to file such information,  
7 document, or thing, in whole or in part, under seal. Accordingly, reference to this  
8 Protective Order or to the parties' designation of any information, document, or  
9 thing as "CONFIDENTIAL" or any other designation used by the parties, is  
10 wholly insufficient to warrant a filing under seal.

11 There is a strong presumption that the public has a right of access to judicial  
12 proceedings and records in civil cases. In connection with non-dispositive  
13 motions, good cause must be shown to support a filing under seal. [The Court has  
14 stricken the parties' good cause statement because: the Court may only enter a  
15 protective order upon a showing of good cause, *Kamakana v. City and County of*  
16 *Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*, 307  
17 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*, 187  
18 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good  
19 cause showing); and a specific showing of good cause or compelling reasons (see  
20 below), **with proper evidentiary support and legal justification**, must be made  
21 with respect to each document or item designated as "CONFIDENTIAL" or any  
22 other designation used by the parties that a party seeks to have filed under seal.  
23 The parties' mere designation of any information, document, or thing pursuant to  
24 this Protective Order does not -- **without the submission of competent evidence,**  
25 **in the form of a declaration or declarations, establishing that the material**  
26 **sought to be filed under seal qualifies as confidential, privileged, or otherwise**  
27 **protectable** -- constitute good cause.  
28

1 Further, if sealing is requested in connection with a dispositive motion or  
2 trial, then compelling reasons, as opposed to good cause, for the sealing must be  
3 shown, and the relief sought shall be narrowly tailored to serve the specific interest  
4 to be protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th  
5 Cir. 2010). For each item or type of information, document, or thing sought to be  
6 filed or introduced under seal in connection with a dispositive motion or trial, the  
7 party seeking protection must articulate compelling reasons, supported by specific  
8 facts and legal justification, for the requested sealing order. **Again, competent  
9 evidence supporting the application to file documents under seal must be  
10 provided by declaration.**

11 Any document that is not confidential, privileged, or otherwise protectable  
12 in its entirety will not be filed under seal if the confidential portions can be  
13 redacted. If documents can be redacted, then a redacted version for public  
14 viewing, omitting only the confidential, privileged, or otherwise protectable  
15 portions of the document, shall be filed. Any application that seeks to file  
16 documents under seal in their entirety should include an explanation of why  
17 redaction is not feasible.

18 Notwithstanding any other provision of this Protective Order, in the event  
19 that this case proceeds to trial, all information, documents, and things discussed or  
20 introduced into evidence at trial will become public and available to all members  
21 of the public, including the press, unless sufficient cause is shown in advance of  
22 trial to proceed otherwise.

23 Further, notwithstanding any other provision of this Protective Order, no  
24 obligation is imposed on the Court or its personnel beyond those imposed by the  
25 Court's general practices and procedures.

26 **THE PARTIES ARE DIRECTED TO REVIEW CAREFULLY AND**  
27 **ACT IN COMPLIANCE WITH ALL ORDERS ISSUED BY THE**  
28 **HONORABLE CHRISTINA A. SNYER, UNITED STATES DISTRICT**

1 **JUDGE, INCLUDING THOSE APPLICABLE TO PROTECTIVE ORDERS**  
2 **AND FILINGS UNDER SEAL.**

3  
4 **AGREED TERMS OF THE PROTECTIVE ORDER AS ADOPTED AND**  
5 **MODIFIED BY THE COURT**<sup>1</sup>  
6

7 1. **GOOD CAUSE STATEMENT**

8 This case involves claims of copyright infringement and unfair competition.  
9 Discovery is likely to involve trade secrets, customer and pricing lists and other  
10 valuable research, development, commercial, financial, technical and/or  
11 proprietary information, including costs, labor, material and profits, and  
12 advertising practices, for which special protection from public disclosure and from  
13 use for any purpose other than prosecution of this action is warranted. Such  
14 confidential and proprietary materials and information consist of, among other  
15 things, confidential business or financial information, information regarding  
16 confidential business practices, or other confidential research, development, or  
17 commercial information (including information implicating privacy rights of third  
18 parties relating to labor, materials and profits), information otherwise generally  
19 unavailable to the public, or which may be privileged or otherwise protected from  
20 disclosure under state or federal statutes, court rules, case decisions, or common  
21 law. Accordingly, to expedite the flow of information, to facilitate the prompt  
22 resolution of disputes over confidentiality of discovery materials, to adequately  
23 protect information the parties are entitled to keep confidential, to ensure that the  
24 parties are permitted reasonable necessary uses of such material in preparation for  
25 and in the conduct of trial, to address their handling at the end of the litigation, and  
26

---

27 <sup>1</sup> The Court's substantive modifications of the agreed terms of the Protective  
28 Order are generally indicated in bold typeface. Non-substantive deletions have not  
been marked.

1 serve the ends of justice, a protective order for such information is justified in this  
2 matter. It is the intent of the parties that information will not be designated as  
3 confidential for tactical reasons and that nothing be so designated without a good  
4 faith belief that it has been maintained in a confidential, non-public manner, and  
5 there is good cause why it should not be part of the public record of this case.

6 **2. DEFINITIONS**

7 2.1 Action: This pending Copyright infringement lawsuit, Case No. CV  
8 14-06163 CAS (RZx). “Action” may also include the prior related lawsuit  
9 involving the same Plaintiff, Edmon’s Unique Furniture & Stone Gallery, and  
10 Defendant. KG Construction Solutions USA, Inc dba Elegant Fireplace Mantel,  
11 and Eran Gurion, Case No. CV 12-8393 CAS (RZx).

12 2.2 Challenging Party: a Party or Non-Party that challenges the  
13 designation of information or items under this Order.

14 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
15 how it is generated, stored or maintained) or tangible things that qualify for  
16 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
17 the Good Cause Statement.

18 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
19 their support staff).

20 2.5 Designating Party: a Party or Non-Party that designates information or  
21 items that it produces in disclosures or in responses to discovery as  
22 “CONFIDENTIAL.”

23 2.6 Disclosure or Discovery Material: all items or information, regardless  
24 of the medium or manner in which it is generated, stored, or maintained (including,  
25 among other things, testimony, transcripts, and tangible things), that are produced  
26 or generated in disclosures or responses to discovery in this matter.  
27  
28

1           2.7 Expert: a person with specialized knowledge or experience in a matter  
2 pertinent to the litigation who has been retained by a Party or its counsel to serve  
3 as an expert witness or as a consultant in this Action.

4           2.8 House Counsel: attorneys who are employees of a party to this Action.  
5 House Counsel does not include Outside Counsel of Record or any other outside  
6 counsel.

7           2.9 Non-Party: any natural person, partnership, corporation, association,  
8 or other legal entity not named as a Party to this action.

9           2.10 Outside Counsel of Record: attorneys who are not employees of a  
10 party to this Action but are retained to represent or advise a party to this Action  
11 and have appeared in this Action on behalf of that party or are affiliated with a law  
12 firm which has appeared on behalf of that party, and includes support staff.

13           2.11 Party: any party to this Action, including all of its officers, directors,  
14 employees, consultants, retained experts, and Outside Counsel of Record (and their  
15 support staffs).

16           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
17 Discovery Material in this Action.

18           2.13 Professional Vendors: persons or entities that provide litigation  
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
21 and their employees and subcontractors.

22           2.14 Protected Material: any Disclosure or Discovery Material that is  
23 designated as “CONFIDENTIAL.”

24           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
25 Material from a Producing Party.

### 26       3. SCOPE

27           The protections conferred by this Stipulation and Order cover not only  
28 Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
2 compilations of Protected Material; and (3) any testimony, conversations, or  
3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the  
5 trial judge. This Order does not govern the use of Protected Material at trial.

6 4. DURATION

7 Once this case proceeds, all of the information that was designated as  
8 confidential or maintained pursuant to this protective order becomes public and  
9 will be presumptively available to all members of the public, including the press,  
10 unless compelling reasons supported by specific factual findings to proceed  
11 otherwise are made to the trial judge in advance of the trial. See Kamakana v. City  
12 and County of Honolulu, 447 F.3d 1172, 1180-81 (9<sup>th</sup> Cir. 2006) (distinguishing  
13 “good cause” showing for sealing documents produced in discovery from  
14 “compelling reasons” standard when merits-related documents are part of court  
15 record). Accordingly, the terms of this protective order do not extend beyond the  
16 commencement of the trial.

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

25 5. DESIGNATING PROTECTED MATERIAL

26 5.1 Exercise of Restraint and Care in Designating Material for Protection.  
27 Each Party or Non-Party that designates information or items for protection under  
28 this Order must take care to limit any such designation to specific material that

1 qualifies under the appropriate standards. The Designating Party must designate for  
2 protection only those parts of material, documents, items, or oral or written  
3 communications that qualify so that other portions of the material, documents,  
4 items, or communications for which protection is not warranted are not swept  
5 unjustifiably within the ambit of this Order.

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

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

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

20 Designation in conformity with this Order requires:

21 (a) that the information is in documentary form (e.g., paper or electronic  
22 documents, but excluding transcripts of depositions or other pretrial or trial  
23 proceedings), that the Producing Party affix at a minimum, the legend  
24 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
25 contains protected material. If only a portion or portions of the material on a page  
26 qualifies for protection, the Producing Party also must clearly identify the  
27 protected portion(s) (e.g., by making appropriate markings in the margins).  
28



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

13 (b) that the testimony given in depositions that the Designating Party  
14 identify the Disclosure or Discovery Material on the record, before the close of the  
15 deposition all protected testimony.

16 (c) that the information produced in some form other than documentary  
17 and for any other tangible items, that the Producing Party affix in a prominent  
18 place on the exterior of the container or containers in which the information is  
19 stored the legend "CONFIDENTIAL." If only a portion or portions of the  
20 information warrants protection, the Producing Party, to the extent practicable,  
21 shall identify the protected portion(s).

22 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
23 failure to designate qualified information or items does not, standing alone, waive  
24 the Designating Party's right to secure protection under this Order for such  
25 material. Upon timely correction of a designation, the Receiving Party must make  
26 reasonable efforts to assure that the material is treated in accordance with the  
27 provisions of this Order.  
28

1           6.       CHALLENGING CONFIDENTIALITY DESIGNATIONS

2           6.1       Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court’s  
4 Scheduling Order.

5           6.2       Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process under Local Rule 37.1 et seq.

7           6.3       The burden of persuasion in any such challenge proceeding shall be  
8 on the Designating Party. Frivolous challenges, and those made for an improper  
9 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
10 parties) may expose the Challenging Party to sanctions. Unless the Designating  
11 Party has waived or withdrawn the confidentiality designation, all parties shall  
12 continue to afford the material in question the level of protection to which it is  
13 entitled under the Producing Party’s designation until the Court rules on the  
14 challenge.

15       7.       ACCESS TO AND USE OF PROTECTED MATERIAL

16       7.1       Basic Principles. A Receiving Party may use Protected Material that is  
17 disclosed or produced by another Party or by a Non-Party in connection with this  
18 Action only for prosecuting, defending, or attempting to settle this Action. Such  
19 Protected Material may be disclosed only to the categories of persons and under  
20 the conditions described in this Order. When the Action has been terminated, a  
21 Receiving Party must comply with the provisions of section 13 below regarding  
22 final disposition.

23           Protected Material must be stored and maintained by a Receiving Party at a  
24 location and in a secure manner that ensures that access is limited to the persons  
25 authorized under this Order.

26       7.2       Disclosure of “CONFIDENTIAL” Information or Items. Unless  
27 otherwise ordered by the court or permitted in writing by the Designating Party, a  
28 Receiving Party may disclose any information or item designated

1 “CONFIDENTIAL” only to:

2 (a) Receiving Party’s Outside Counsel of Record in this Action, as well  
3 as employees of said Outside Counsel of Record to whom it is reasonably  
4 necessary to disclose the information for this Action;

5 (b) Officers, directors, and employees (including House Counsel) of the  
6 Receiving Party to whom disclosure is reasonably necessary for this Action;

7 (c) Experts (as defined in this Order) of the Receiving Party to whom  
8 disclosure is reasonably necessary for this Action and who have signed the  
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (d) this Court and its personnel;

11 (e) Court reporters and their staff;

12 (f) professional jury or trial consultants, mock jurors, and Professional  
13 Vendors to whom disclosure is reasonably necessary for this Action and who have  
14 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (g) the author(s) or recipient(s) of a document containing the information  
16 or a custodian or any other person who otherwise possessed or knew the  
17 information;

18 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
19 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
20 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
21 they will not be permitted to keep any confidential information unless they sign the  
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
23 agreed by the Designating Party or ordered by the court. Pages of transcribed  
24 deposition testimony or exhibits to depositions that reveal Protected Material may  
25 be separately bound by the court reporter and may not be disclosed to anyone  
26 except as permitted under this Stipulated Protective Order; and  
27  
28

1 (i) any Mediator or Settlement Officer, Magistrate, Mediator and their  
2 supporting personnel, mutually agreed upon by any of the parties engaged in  
3 settlement discussions.

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
5 IN OTHER LITIGATION

6 If a Party is served with a subpoena or a court order issued in other litigation  
7 that compels disclosure of any information or items designated in this Action as  
8 “CONFIDENTIAL,” that Party must:

9 (a) also promptly notify in writing the Designating Party. Such notification  
10 shall include a copy of the subpoena or court order;

11 (b) also promptly notify in writing the party who caused the subpoena or  
12 order to issue in the other litigation that some or all of the material covered by the  
13 subpoena or order is subject to this Protective Order. Such notification shall  
14 include a copy of this Stipulated Protective Order; and

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

17 If the Designating Party timely seeks a protective order, the Party served  
18 with the subpoena or court order shall not produce any information designated in  
19 this action as “CONFIDENTIAL” before a determination by the court from which  
20 the subpoena or order issued, unless the Party has obtained the Designating Party’s  
21 permission. The Designating Party shall bear the burden and expense of seeking  
22 protection in that court of its confidential material and nothing in these provisions  
23 should be construed as authorizing or encouraging a Receiving Party in this Action  
24 to disobey a lawful directive from another court.

25 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
26 PRODUCED IN THIS LITIGATION

27 (a) The terms of this Order are applicable to information produced by a  
28 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information

1 produced by Non-Parties in connection with this litigation is protected by the  
2 remedies and relief provided by this Order. Nothing in these provisions should be  
3 construed as prohibiting a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to  
5 produce a Non-Party's confidential information in its possession, and the Party is  
6 subject to an agreement with the Non-Party not to produce the Non-Party's  
7 confidential information, then the Party shall:

8 (1) also promptly notify in writing the Requesting Party and the  
9 Non-Party that some or all of the information requested is subject to a  
10 confidentiality agreement with a Non-Party;

11 (2) also promptly provide the Non-Party with a copy of the  
12 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
13 reasonably specific description of the information requested; and

14 (3) also make the information requested available for inspection by  
15 the Non-Party, if requested.

16 (c) If the Non-Party fails to seek a protective order from this court within  
17 14 days of receiving the notice and accompanying information, the Receiving  
18 Party may produce the Non-Party's confidential information responsive to the  
19 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
20 Party shall not produce any information in its possession or control that is subject  
21 to the confidentiality agreement with the Non-Party before a determination by the  
22 court.

23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24 If a Receiving Party learns that, by inadvertence or otherwise, it has  
25 disclosed Protected Material to any person or in any circumstance not authorized  
26 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
27 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
28 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform

1 the person or persons to whom unauthorized disclosures were made of all the terms  
2 of this Order, and (d) request such person or persons to execute the  
3 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
4 A.

5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
6 PROTECTED MATERIAL

7 When a Producing Party gives notice to Receiving Parties that certain  
8 inadvertently produced material is subject to a claim of privilege or other  
9 protection, the obligations of the Receiving Parties are those set forth in Federal  
10 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
11 whatever procedure may be established in an e-discovery order that provides for  
12 production without prior privilege review. Pursuant to Federal Rule of Evidence  
13 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
14 of a communication or information covered by the attorney-client privilege or  
15 work product protection, the parties may incorporate their agreement in the  
16 stipulated protective order submitted to the court.

17 12. MISCELLANEOUS

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
19 person to seek its modification by the Court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
21 Protective Order no Party waives any right it otherwise would have to object to  
22 disclosing or producing any information or item on any ground not addressed in  
23 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
24 any ground to use in evidence of any of the material covered by this Protective  
25 Order.

26 12.3 Filing Protected Material. A Party that seeks to file under seal any  
27 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
28 may only be filed under seal pursuant to a court order authorizing the sealing of the

1 specific Protected Material at issue. If a Party's request to file Protected Material  
2 under seal is denied by the court, then the Receiving Party may file the information  
3 in the public record unless otherwise instructed by the court.

4 13. FINAL DISPOSITION

5 After the final disposition of this Action, as defined in paragraph 4, within  
6 30 days of a written request by the Designating Party, each Receiving Party must  
7 return all Protected Material to the Producing Party or destroy such material. As  
8 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
9 compilations, summaries, and any other format reproducing or capturing any of the  
10 Protected Material. Whether the Protected Material is returned or destroyed, the  
11 Receiving Party must submit a written certification to the Producing Party (and, if  
12 not the same person or entity, to the Designating Party) by the 30 day deadline that  
13 (1) identifies (by category, where appropriate) all the Protected Material that was  
14 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
15 copies, abstracts, compilations, summaries or any other format reproducing or  
16 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
17 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
18 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
19 and trial exhibits, expert reports, attorney work product, and consultant and expert  
20 work product, even if such materials contain Protected Material. Any such archival  
21 copies that contain or constitute Protected Material remain subject to this  
22 Protective Order as set forth in Section 4 (DURATION).

23 ///

24 ///

25 ///

26 ///

27 ///

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

**IT IS SO ORDERED.**

DATED: June 1, 2015



---

Gail J. Standish  
United States Magistrate Judge



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A

ACKNOWLEDGMENT AND 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 that was issued by the United States District Court for the Central  
District of California on \_\_\_\_\_[date] in the case of *Edmon’s Unique Furniture  
& Stone Gallery, Inc. v. AFPI, Inc., et al.*, Case No. CV 14-06163 CAS (GJSx). 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. 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 Stipulated Protective Order.

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

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

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

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