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25 UNITED STATES DISTRICT COURT
 26 FOR THE CENTRAL DISTRICT OF CALIFORNIA
 27 WESTERN DIVISION

28 MIGHTY ENTERPRISES, INC., dba
 MIGHTY USA,
 Plaintiff,
 v.
 SHE HONG INDUSTRIAL CO. LTD., and
 DOES 1through 10,
 Defendant.

Case No. 14-CV-06516 ODW (GJS)

**STIPULATED
 CONFIDENTIALITY
 PROTECTIVE ORDER
 [PROPOSED]**

1 **1. PURPOSES AND LIMITATIONS**

2 **1.1 Stipulation and Acknowledgments**

3 Discovery in this Action is likely to involve production of confidential,
4 proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation may be
6 warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter
7 the following Stipulated Protective Order. The Parties acknowledge that this Order
8 does not confer blanket protections on all disclosures or responses to discovery and
9 that the protection it affords from public disclosure and use extends only to the
10 limited information or items that are entitled to confidential treatment under the
11 applicable legal principles. The Parties further acknowledge, as set forth in Section
12 12.3 below, that this Stipulated Protective Order does not entitle them to file
13 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
14 that must be followed and the standards that will be applied when a Party seeks
15 permission from the court to file material under seal.

16 **1.2 Good Cause Statement**

17 This Action is likely to involve trade secrets, customer and pricing lists and
18 other valuable research, development, commercial, financial, technical and/or
19 proprietary information for which special protection from public disclosure and from
20 use for any purpose other than prosecution of this Action is warranted. Such
21 confidential and proprietary materials and information consist of, among other
22 things, confidential business or financial information, information regarding
23 confidential business practices, or other confidential research, development, or
24 commercial information (including information implicating privacy rights of third
25 parties), information otherwise generally unavailable to the public, or which may be
26 privileged or otherwise protected from disclosure under state or federal statutes,
27 court rules, case decisions, or common law. Accordingly, to expedite the flow of
28 information, to facilitate the prompt resolution of disputes over confidentiality of

1 discovery materials, to adequately protect information the parties are entitled to keep
2 confidential, to ensure that the parties are permitted reasonable necessary uses of
3 such material in preparation for and in the conduct of trial, to address their handling
4 at the end of the litigation, and serve the ends of justice, a protective order for such
5 information is justified in this matter. It is the intent of the parties that information
6 will not be designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-
7 ATTORNEYS’ EYES ONLY” for tactical reasons and that nothing be so designated
8 without a good faith belief that it has been maintained in a confidential, non-public
9 manner, and there is good cause why it should not be part of the public record of this
10 case.

11 **2. DEFINITIONS**

12 2.1 **Action:** *Mighty Enterprises, Inc. v. She Hong Industrial Co. Ltd.*, Case
13 No. 14-cv-06516-ODW-RZ, United States District Court for the Central District of
14 California.

15 2.2 **Challenging Party:** a Party or Non-Party that challenges the
16 designation of information or items under this Order.

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

21 2.4 **Counsel:** Outside Counsel of Record (as well as their support staff) and
22 House Counsel (as well as their support staff).

23 2.5 **Designating Party:** a Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES
26 ONLY.”

27 2.6 **Disclosure or Discovery Material:** all items or information, regardless
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or
2 generated in disclosures or responses to discovery in this matter.

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

6 2.8 **“HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY”**
7 **Information or Items:** information (regardless of how it is generated, stored or
8 maintained) or tangible things which are “CONFIDENTIAL” within the meaning of
9 the definition of Section 2.3 above which are extremely sensitive such that the
10 disclosure of which to another Party or Non-Party would create a substantial risk of
11 serious harm that could not be avoided by less restrictive means, including but not
12 limited to information the disclosures of which the Producing Party believes in good
13 faith will cause harm to its competitive position. Disclosure of “HIGHLY
14 CONFIDENTIAL-ATTORNEYS’ EYES ONLY” Information or Items is limited to
15 that as set forth in Section 7.3 below.

16 2.9 **House Counsel:** attorneys who are employees of a Party to this Action.
17 House Counsel does not include Outside Counsel of Record or any other outside
18 counsel.

19 2.10 **Non-Party:** any natural person, partnership, corporation, association, or
20 other legal entity not named as a Party to this Action.

21 2.11 **Outside Counsel of Record:** attorneys who are not employees of a
22 Party to this Action but are retained to represent or advise a Party to this Action and
23 have appeared in this Action on behalf of that Party or are affiliated with a law firm
24 which has appeared on behalf of that Party, and includes support staff.

25 2.12 **Party:** any Party to this Action, including all of its officers, directors,
26 employees, consultants, retained experts, and Outside Counsel of Record (and their
27 support staff).

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1 2.13 **Producing Party:** a Party or Non-Party that produces Disclosure or
2 Discovery Material in this Action.

3 2.14 **Professional Vendors:** persons or entities that provide litigation
4 support services (e.g., photocopying, court reporter, transcription, videotaping,
5 translating, preparing exhibits or demonstrations, and organizing, storing, or
6 retrieving data in any form or medium) and their employees and subcontractors.

7 2.15 **Protected Material:** any Disclosure or Discovery Material that is
8 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL- ATTORNEYS’
9 EYES ONLY.”

10 2.16 **Receiving Party:** a Party that receives Disclosure or Discovery
11 Material from a Producing Party.

12 **3. SCOPE**

13 The protections conferred by this Stipulation and Order cover not only
14 Protected Material (as defined above), but also (1) any information copied or
15 extracted from Protected Material; (2) all copies, excerpts, summaries, or
16 compilations of Protected Material; and (3) any testimony, conversations, or
17 presentations by Parties or their Counsel that might reveal Protected Material.

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

20 **4. DURATION**

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

1 **5. DESIGNATING PROTECTED MATERIAL**

2 **5.1 Exercise of Restraint and Care in Designating Material for**
3 **Protection.** Each Party or Non-Party that designates information or items for
4 protection under this Order must take care to limit any such designation to specific
5 material that qualifies under the appropriate standards.

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

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

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

20 Designation in conformity with this Order requires:

21 (a) for information 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” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES
25 ONLY” to each page that contains protected material.

26 A Party or Non-Party that makes original documents available for inspection
27 need not designate them for protection until after the inspecting Party has indicated
28 which documents it would like copied and produced. During the inspection and

1 before the designation, all of the material made available for inspection shall be
2 deemed “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY.” After the
3 inspecting Party has identified the documents it wants copied and produced, the
4 Producing Party must determine which documents, or portions thereof, qualify for
5 protection under this Order. Then, before producing the specified documents, the
6 Producing Party must affix the appropriate “CONFIDENTIAL” or “HIGHLY
7 CONFIDENTIAL-ATTORNEYS’ EYES ONLY” to each page that contains
8 Protected Material.

9 A Party or Non-Party must designate as “CONFIDENTIAL” or “HIGHLY
10 CONFIDENTIAL-ATTORNEYS’ EYES ONLY” any and all Information that it
11 received from another Party or Non-Party that it reasonably believes that other Party
12 or Non-Party considers to be confidential (such as, by way of example, wholesale
13 price lists or terms of sale). In the event that any documents or materials that should
14 be subject to a “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’
15 EYES ONLY” designation are produced by a Party or a Non-Party without such
16 designation, any other Party or Non-Party (the “Noticing Party”) may give written
17 notice of such defective production to all Parties within ten (10) business days of
18 discovery of the failure by the Producing Party or Non-Party to properly designate
19 the documents or materials, together with a copy of the subject documents or
20 materials with the appropriate confidentiality designation. Upon receipt of such
21 notice, all Parties that received the original version of the documents or materials
22 shall promptly destroy them and all copies thereof, or, at the expense of the
23 Producing Party, return such together with all copies of such documents or materials
24 to counsel for the Noticing Party. If a Receiving Party chooses to destroy such
25 documents or materials, the Receiving Party shall notify the Noticing Party in
26 writing of such destruction within five (5) business days of receipt of the notice.

27 (b) for testimony given in depositions that the Designating Party
28 identify the Disclosure or Discovery Material on the record, before the close of the

1 deposition all protected testimony. When it is impractical to identify separately each
2 portion of testimony that is entitled to protection and it appears that substantial
3 portions of the testimony may qualify for protection, the Designating Party may
4 invoke on the record (before the deposition, hearing, or other proceeding is
5 concluded) a right to have up to fifteen (15) business days to identify the specific
6 portions of the testimony as to which protection is sought and to specify the level of
7 protection being asserted. Only those portions of the testimony that are appropriately
8 designated for protection within the fifteen (15) business days shall be covered by
9 the provisions of this Order. Alternatively, a Designating Party may specify, at the
10 deposition or up to fifteen (15) business days afterwards if that period is properly
11 invoked, that the entire transcript shall be treated as “CONFIDENTIAL” or
12 “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”

13 Parties shall give the other Parties notice if they reasonably expect a
14 deposition, hearing or other proceeding to include Protected Material so that the
15 other Parties can ensure that only authorized individuals who have signed the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
17 proceedings. The use of a document as an exhibit at a deposition shall not in any
18 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-
19 ATTORNEYS’ EYES ONLY.”

20 Transcripts containing Protected Material shall have an obvious legend
21 on the title page that the transcript contains Protected Material, and the title page
22 shall be followed by a list of all pages (including line numbers as appropriate) that
23 have been designated as Protected Material and the level of protection being asserted
24 by the Designating Party. The Designating Party shall inform the court reporter of
25 these requirements. Any transcript that is prepared before the expiration of a ten (10)
26 business day period for designation shall be treated during that period as if had
27 been designated “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY” in its
28 entirety unless otherwise agreed. After the expiration of that period, the transcript

1 shall be treated only as actually designated.

2 (c) for information produced in some form other than documentary
3 and for any other tangible items, that the Producing Party affix in a prominent place
4 on the exterior of the container or containers in which the information is stored the
5 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES
6 ONLY.”

7 **5.3 Inadvertent Failures to Designate.** If timely corrected, an inadvertent
8 failure to designate qualified information or items does not, standing alone, waive
9 the Designating Party’s right to secure protection under this Order for such material.
10 Upon timely correction of a designation, the Receiving Party must make reasonable
11 efforts to assure that the material is treated in accordance with the provisions of this
12 Order.

13 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

14 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a
15 designation of confidentiality at any time that is consistent with the Court’s
16 Scheduling Order.

17 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute
18 resolution process under Local Rule 37.1 *et seq.*

19 **6.3 Burden of Persuasion.** The burden of persuasion in any such challenge
20 proceeding shall be on the Designating Party. Frivolous challenges, and those made
21 for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens
22 on other parties) may expose the Challenging Party to sanctions. Unless the
23 Designating Party has waived or withdrawn the confidentiality designation, all
24 parties shall continue to afford the material in question the level of protection to
25 which it is entitled under the Producing Party’s designation until the Court rules on
26 the challenge.

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1 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 7.1 **Basic Principles.** A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this
4 Action only for prosecuting, defending, or attempting to settle this Action. Such
5 Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Order. When the Action has been terminated, a
7 Receiving Party must comply with the provisions of Section 13 below (FINAL
8 DISPOSITION).

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

12 7.2 **Disclosure of “CONFIDENTIAL” Information or Items.** Unless
13 otherwise ordered by the court or permitted in writing by the Designating Party, a
14 Receiving Party may disclose any information or item designated
15 “CONFIDENTIAL” only to:

16 (a) the Receiving Party’s Counsel in this Action, as well as
17 employees of said Counsel to whom it is reasonably necessary to disclose the
18 information for this Action;

19 (b) the officers, directors, and employees of the Receiving Party to
20 whom disclosure is reasonably necessary for this Action and who have signed the
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (c) Experts (as defined in Paragraph 2.7) to whom disclosure is
23 reasonably necessary for this Action and who have signed the “Acknowledgment and
24 Agreement to Be Bound” (Exhibit A);

25 (d) the Court and its personnel¹;

26 _____
27 ¹ The Court and court personnel are excluded from any requirements to sign the
28 “Acknowledgement and Agreement to Be Bound” in Exhibit A to this Stipulated
Confidentiality Protective Order.

- 1 (e) court reporters and their staff;
- 2 (f) professional jury or trial consultants, mock jurors, and
3 Professional Vendors to whom disclosure is reasonably necessary for this Action and
4 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 5 (g) the author or recipient of a document containing the information
6 or a custodian or the original source of the information;
- 7 (h) during their depositions, witnesses and attorneys for witnesses in
8 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
9 party requests that the witness sign the “Acknowledgment and Agreement to Be
10 Bound” (Exhibit A); and (2) they will not be permitted to keep any confidential
11 information unless otherwise agreed by the Designating Party or ordered by the
12 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal
13 Protected Material must be separately bound by the court reporter and may not be
14 disclosed to anyone except as permitted under this Protective Order; and
- 15 (i) any mediator or settlement officer, and their supporting
16 personnel, mutually agreed upon by any of the parties engaged in settlement
17 discussions, who have signed the “Acknowledgment and Agreement to Be Bound”
18 (Exhibit A).

19 **7.3 Disclosure of “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES**
20 **ONLY” Information or Items.** Unless otherwise ordered by the court or permitted
21 in writing by the Designating Party, a Receiving Party may disclose any information
22 or item designated “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY”
23 only to:

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

27 (b) Experts (as defined in Paragraph 2.7) to whom disclosure is
28 reasonably necessary for this Action and who have signed the “Acknowledgment and

1 Agreement to Be Bound” (Exhibit A);

2 (c) the Court and its personnel;

3 (d) court reporters and their staff;

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

7 (f) the author or recipient of a document containing the information
8 or a custodian or the original source of the information;

9 (g) during their depositions, witnesses in the Action (and their
10 attorneys) who are current employees or former employees who authored the
11 “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY” information of the
12 Designating Party and who have signed the “Acknowledgment and Agreement to Be
13 Bound” in Exhibit A to this Protective Order, unless otherwise agreed by the
14 Designating Party or ordered by the court. Pages of transcribed deposition testimony
15 or exhibits to depositions that reveal Protected Material must be separately bound by
16 the court reporter and may not be disclosed to anyone except as permitted under this
17 Protective Order; and

18 (h) any mediator or settlement officer, and their supporting
19 personnel, mutually agreed upon by any of the parties engaged in settlement
20 discussions, who have signed the “Acknowledgment and Agreement to Be Bound”
21 (Exhibit A).

22 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
23 **PRODUCED IN OTHER LITIGATION**

24 8.1 If a Party is served with a subpoena or a court order issued in other
25 litigation that compels disclosure of any information or items designated in this
26 Action as “CONFIDENTIAL,” that Party must:

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

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

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

7 8.2 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 this
9 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’
10 EYES 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 and nothing in these provisions should be construed
14 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
15 directive from another court.

16 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
17 **PRODUCED IN THIS LITIGATION**

18 9.1 The terms of this Order are applicable to information produced by a
19 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
20 CONFIDENTIAL-ATTORNEYS’ EYES ONLY.” Such information produced by
21 Non-Parties in connection with this litigation is protected by the remedies and relief
22 provided by this Order. Nothing in these provisions should be construed as
23 prohibiting a Non-Party from seeking additional protections.

24 9.2 In the event that a Party is required, by a valid discovery request, to
25 produce a Non-Party’s confidential information in its possession, and the Party is
26 subject to an agreement with the Non-Party not to produce the Non-Party’s
27 confidential information, then the Party shall:

28 (a) promptly notify in writing the Requesting Party and the Non-

1 Party that some or all of the information requested is subject to a confidentiality
2 agreement with a Non-Party;

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

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

8 9.3 If the Non-Party fails to seek a protective order from this court within
9 14 (fourteen) days of receiving the notice and accompanying information, the
10 Receiving Party may produce the Non-Party's confidential information responsive to
11 the discovery request. If the Non-Party timely seeks a protective order, the Receiving
12 Party shall not produce any information in its possession or control that is subject to
13 the confidentiality agreement with the Non-Party before a determination by the
14 court. Absent a court order to the contrary, the Non-Party shall bear the burden and
15 expense of seeking protection in this court of its Protected Material.

16 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

17 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
18 Protected Material to any person or in any circumstance not authorized under this
19 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
20 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
21 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
22 persons to whom unauthorized disclosures were made of all the terms of this Order,
23 and (d) request such person or persons to execute the "Acknowledgment and
24 Agreement to Be Bound" that is attached hereto as Exhibit A.

25 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
26 **PROTECTED MATERIAL**

27 11.1 The inadvertent or unintentional production of privileged materials does
28 not waive any privilege or protection that would otherwise apply to such materials.

1 The Parties and their counsel will take reasonable steps to identify and prevent
2 disclosure of information protected by the attorney-client privilege, work product
3 doctrine, or any other privilege or immunity (“Privileged Material”) prior to the
4 disclosure of any such information to any Receiving Party. Because each Party will
5 take reasonable steps to identify and prevent disclosure of Privileged Material, any
6 disclosure of Privileged Material will be presumed to be inadvertent. The fact of
7 disclosure may not be used against the Producing Party to support or find waiver of
8 any privilege or protection that would otherwise apply to such materials.

9 11.2 When a Producing Party gives notice to Receiving Parties that certain
10 inadvertently produced material is subject to a claim of privilege or other protection,
11 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
12 Procedure 26(b)(5)(B), with the following clarifications:

13 (a) If a Party discovers that Privileged Material has been produced to
14 a Receiving Party, the Producing Party may provide written notice of the production
15 of that Privileged Material to any Party that received the information of the claim,
16 and within ten (10) business days of its original notice provide a specific
17 identification of the privileged material and the claimed basis for the asserted
18 privilege or protection, including at least the information required by Federal Rule of
19 Civil Procedure 26(b)(5)(A)(ii) (“Clawback Request”).

20 (b) After receiving a Clawback Request the Receiving Party must
21 within five (5) calendar days: (i) return or destroy all copies of the information
22 specified in the Clawback Request and any notes, summaries or memorialization of
23 the information in those copies; and (ii) provide written confirmation that it will not
24 use or disclose the information specified in the Clawback Request until any dispute
25 regarding the claim of privilege or protection is resolved, or if it has already used or
26 disclosed the information, that it has taken reasonable steps to retrieve or destroy the
27 information and prevent its further use or disclosure.

28 (c) If any Party challenges the claim of privilege or other protection

1 and/or disputes whether a waiver has occurred, that Party may promptly present the
2 information to the court under seal for a determination of the claim. The Party or
3 Parties returning or destroying Privileged Material subject to a Clawback Request
4 shall not assert as a ground for entering an order compelling production of such
5 materials the fact or existence of the inadvertent or unintentional production. During
6 the pendency of such dispute, the Producing Party must preserve the Privileged
7 Material subject to the Clawback Request until the claim is resolved. Any motion or
8 application brought pursuant to this provision must be made in strict compliance
9 with Local Rules 37-1 and 37-2 (including the Joint Stipulation requirement).

10 (d) Nothing in this Protective Order affects the ethical obligations of
11 any Receiving Party in the event that the Receiving Party identifies Discovery
12 Material that may be subject to a claim of protection under the attorney-client
13 privilege, work product doctrine, or any other privilege or immunity.

14 **12. MISCELLANEOUS**

15 12.1 **Right to Further Relief.** Nothing in this Order abridges the right of any
16 person to seek its modification by the Court in the future.

17 12.2 **Right to Assert Other Objections.** By stipulating to the entry of this
18 Protective Order, no Party waives any right it otherwise would have to object to
19 disclosing or producing any information or item on any ground not addressed in this
20 Stipulated Protective Order. Similarly, no Party waives any right to object on any
21 ground to use in evidence any of the material covered by this Protective Order.

22 12.3 **Filing Protected Material.** A Party that seeks to file under seal any
23 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
24 only be filed under seal pursuant to a court order authorizing the sealing of the
25 specific Protected Material at issue. If a Party's request to file Protected Material
26 under seal is denied by the court, then the Receiving Party may file the information
27 in the public record unless otherwise instructed by the court.

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1 **13. FINAL DISPOSITION**

2 After the final disposition of this Action, as defined in paragraph 4, within 60
3 (sixty) days of a written request by the Designating Party, each Receiving Party must
4 return all Protected Material to the Producing Party or destroy such material. As used
5 in this subdivision, “all Protected Material” includes all copies, abstracts,
6 compilations, summaries, and any other format reproducing or capturing any of the
7 Protected Material. Whether the Protected Material is returned or destroyed, the
8 Receiving Party must submit a written certification to the Producing Party (and, if
9 not the same person or entity, to the Designating Party) by the 60 (sixty) day
10 deadline that (1) identifies (by category, where appropriate) all the Protected
11 Material that was returned or destroyed; and (2) affirms that the Receiving Party has
12 not retained any copies, abstracts, compilations, summaries or any other format
13 reproducing or capturing any of the Protected Material. Notwithstanding this
14 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
15 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
16 deposition and trial exhibits, expert reports, attorney work product, and consultant
17 and expert work product, even if such materials contain Protected Material. Any
18 such archival copies that contain or constitute Protected Material remain subject to
19 this Protective Order as set forth in Section 4 (DURATION).

20 **14. VIOLATIONS**

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

24 **15. MODIFICATION**

25 This Stipulated Confidentiality Protective Order may be modified on the
26 stipulation by the Parties. No modification by the Parties shall have force or effect
27 unless and until the Court approves the modification.

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1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2 **SIGNATURE ATTESTATION**

3 Pursuant to L.R. 5-4.3.4(a)(2)(i), I, Megan E. McCarthy, hereby attest that all
4 signatories listed, and on whose behalf the filing is submitted, concur in the filing's
5 content and have authorized the filing.

6
7 Dated: May 15, 2015

Squire Patton Boggs (US) LLP

8 By: /s/ Anne Choi Goodwin
9 Chris M. Amantea
10 Anne Choi Goodwin
11 *Squire Patton Boggs (US) LLP*
12 *Attorneys for Plaintiff*
MIGHTY ENTERPRISES, INC. dba
MIGHTY USA

13 *Additional Counsel for Plaintiff*

14 Stanford Scott Boyd (*Pro Hac Vice*)
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17 Houston, Texas 77002
Telephone: 713 222 0351
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Savitch LLP

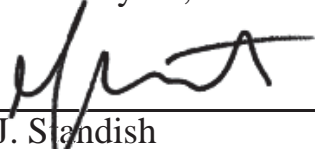
20
21 Dated: May 15, 2015

22 By: /s/ Megan E. McCarthy
23 Anthony J. Dain
24 Kamwah Li
25 Megan E. McCarthy
26 Heather A. Cameron
27 PROCOPIO, CORY,
28 HARGREAVES & SAVITCH LLP
Attorneys for Defendant
SHE HONG INDUSTRIAL CO. LTD.

1 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

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DATED: May 15, 2015



Gail J. Standish
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 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 _____ in the case of *Mighty Enterprises, Inc. v. She Hong
Industrial Co. Ltd.*, Case No. 14-cv-06516-ODW-RZ. 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: _____