

1 JOHN C. ULIN (State Bar No. 165524)
 John.Ulin@aporter.com
 2 ERIC D. MASON (State Bar No. 259233)
 Eric.Mason@aporter.com
 3 LOUIS S. EDERER (*Pro Hac Vice*)
 Louis.Ederer@aporter.com
 4 MATTHEW T. SALZMANN (*Pro Hac Vice*)
 Matthew.Salzmnn@aporter.com
 5 ARNOLD & PORTER LLP
 6 777 South Figueroa Street, 44th Floor
 7 Los Angeles, California 90017-5844
 Telephone: (213) 243-4000; Facsimile: (213) 243-4199
 8 *Attorneys for Plaintiffs*

9 MATTHEW L. SEROR (State Bar No. 235043)
 Mseror@buchalter.com
 10 BUCHALTER NEMER
 11 A Professional Corporation
 1000 Wilshire Blvd., Suite 1500
 12 Los Angeles, California 90017-2457
 Telephone: (213) 891-0700; Facsimile: (213) 896-0400
 13 *Attorneys for Defendants Watch L.A. Jeans & Sportswear*
 14 *d/b/a Watch L.A. and Pierre D. Mitri*

15 **UNITED STATES DISTRICT COURT**
 16 **CENTRAL DISTRICT OF CALIFORNIA**
 17 **WESTERN DIVISION**

18 SWEET PEOPLE APPAREL, INC.)
 19 d/b/a MISS ME, a California)
 corporation, and RCRV, INC. d/b/a)
 20 ROCK REVIVAL, a California)
 corporation,)
 21)
 Plaintiffs,)
 22)
 v.)
 23)
 WATCH L.A. JEANS &)
 24 SPORTSWEAR d/b/a WATCH L.A., a)
 business entity of form unknown,)
 25 PIERRE D. MITRI, an individual, XYZ)
 COMPANIES 1-10, and JOHN AND)
 26 JANE DOES 1-10,)
 27)
 Defendants.)

Case No.: 2:14-cv-07399-RSWL (SHx)
 Hon. Ronald S.W. Lew

**STIPULATED PROTECTIVE
 ORDER FOR CONFIDENTIAL
 TREATMENT OF DOCUMENTS
 OR INFORMATION**

Complaint Filed: September 22, 2014

DISCOVERY MATTER

1 In connection with the production of confidential documents and other
2 confidential information in this action, the parties, through their respective counsel,
3 hereby enter into this Stipulated Protective Order for Confidential Treatment of
4 Documents or Information (the “Stipulated Protective Order”).

5 **Statement of Good Cause:** This action involves claims for, among other
6 things, copyright infringement under the Copyright Act of 1976, 17 U.S.C. § 101 *et.*
7 *seq.*, and trademark infringement and unfair competition under the Lanham Act, 15
8 U.S.C. § 1053, *et. seq.*, and common law trademark infringement and unfair
9 competition under California law. The parties are variously designers, distributors,
10 suppliers, manufacturers, vendors, and retailers of jeanswear and other casual apparel
11 items. The parties therefore recognize that discovery requesting information from the
12 parties, their vendors, customers and clients, including financial information, market
13 information and other commercially and competitively sensitive information may be
14 necessary to prove and/or disprove Plaintiffs’ claims and Defendants’ defenses. There
15 will also be depositions of the parties’ employees or agents and third party vendors,
16 customers or clients, and such persons will likely be asked questions on these
17 potentially sensitive subject areas. The parties will likely be placed at a competitive or
18 economic disadvantage if such confidential and/or proprietary information is disclosed
19 to other parties and/or the public at large. This Stipulated Protective Order is therefore
20 necessary to avoid any prejudice or harm in the form of loss of competitive advantage
21 which would likely result if such information was disclosed in the absence of the
22 protections set forth herein. This Stipulated Protective Order is also necessary for the
23 orderly management of this litigation. Without this Stipulated Protective Order, the
24 exchange of party information, as well as information potentially needed from third
25 parties, including most importantly the parties’ manufacturers, vendors, suppliers,
26 customers or retailers may become logistically very difficult, time consuming and
27 expensive.

1 **Exercise of Restraint and Care in Designating Material for Protection:**

2 Each party or non-party that designates documents or information for protection under
3 this Stipulated Protective Order must take care to limit any such designation to specific
4 material that qualifies under the appropriate standards. A designating party must take
5 care to designate for protection only the documents or information that qualifies. In
6 that regard, mass and/or indiscriminate designations are prohibited. Designations that
7 are shown to be clearly unjustified, or that have been made for an improper purpose
8 (*e.g.*, to unnecessarily encumber or retard the case development process, or to impose
9 unnecessary expenses and burdens on other parties), expose the designating party to
10 sanctions.

11 **A. Definition of “Confidential Information” and “Confidential -**
12 **Attorneys’ Eyes Only”**

13 1. “Confidential Information,” as used herein, means all information
14 in whatever form, such as oral, written, documentary, tangible, intangible, electronic,
15 or digitized now or hereafter in existence that:

16 a. is protected as a “Trade Secret” under the Uniform Trade
17 Secrets Act, California Civil Code section 3426, *et. seq.*, as defined at section
18 3426.1(d): “[I]nformation, including a formula, pattern, compilation, program, device,
19 method, technique, or process, that: (1) Derives independent economic value, actual or
20 potential, from not being generally known to the public or to other persons who can
21 obtain economic value from its disclosure or use; and (2) Is the subject of efforts that
22 are reasonable under the circumstance to maintain its secrecy”; or

23 b. is otherwise regarded by a party as being confidential,
24 private, or proprietary in nature, including for example personal and private
25 information regarding individuals such as personnel records; and

26 c. as illustrative examples only, the parties anticipate that the
27 following descriptive categories will be designated as Confidential Information under
28 this Stipulated Protective Order, including, but not limited to, employee records and

1 information, customer lists, and proprietary fabric/style specifications and unpublished
2 designs.

3 2. “Confidential - Attorneys’ Eyes Only” as used herein, means
4 Confidential Information that consists of Trade Secrets as defined in the California
5 Trade Secrets Act and are (1) current business plans; (2) sales and financial
6 projections; (3) financial information of the parties, including profit margins, sales and
7 cost data, profits, and retail sales summaries, vendor lists, order summaries,
8 confidential contracts; and (4) customer lists.

9 3. Confidential Information is unlimited in kind or form and includes,
10 by way of example only and without limitation thereto, information relating to the
11 following: any products, designs, specifications, tests, plans, studies, surveys,
12 manufacture, distribution, marketing, promotion, advertisement, sales, opportunities,
13 vendors, customers, financial matters, costs, sources, prices, profits, research,
14 development, analysis, know-how, show-how, personnel, strategies, or competition.

15 4. This Stipulated Protective Order shall not apply to information that,
16 before disclosure, is properly in the possession or knowledge of the party to whom
17 such disclosure is made, or is public knowledge. The restrictions contained in this
18 Stipulated Protective Order shall not apply to information that is, or after disclosure
19 becomes, public knowledge other than by an act or omission of the party to whom such
20 disclosure is made, or that is legitimately acquired from a source not subject to this
21 Stipulated Protective Order.

22 **B. Production of Confidential Information**

23 1. All efforts by any party or witness in this matter to designate any
24 information as “Confidential” or “Confidential - Attorneys’ Eyes Only” shall be
25 governed by the terms of this Stipulated Protective Order. The party by whom any
26 disclosure is made is the “Disclosing Party” and the party to whom any disclosure is
27 made is the “Receiving Party.” By receiving any property designated as
28 “Confidential” or “Confidential - Attorneys’ Eyes Only,” the Receiving Party agrees

1 not to disclose, publish, disseminate, or use, other than as expressly permitted herein,
2 any such property and will assure that all reasonable efforts are made to prevent any
3 unauthorized use, disclosure, publication or dissemination of such property.

4 2. All Confidential Information produced by the Disclosing Party to
5 the Receiving Party in whatever form (*e.g.*, documents, materials, things, testimony or
6 other information) during the course of this matter shall be designated “Confidential”
7 or “Confidential - Attorneys’ Eyes Only” in accordance with the terms of this
8 Stipulated Protective Order, *infra*, prior to disclosure, by use of a reasonably
9 conspicuous and prominent mark. In the case of documents, the mark shall be on
10 every page.

11 **C. Levels of Confidentiality**

12 Any information designated as “Confidential” or “Confidential - Attorneys’
13 Eyes Only” shall be restricted in accordance with the following levels of
14 confidentiality:

15 1. “Confidential - Attorneys’ Eyes Only” — Information designated
16 as “Confidential - Attorneys’ Eyes Only” shall be restricted to viewing, or copying by,
17 and disclosure to:

- 18 a. attorneys acting on behalf of the parties in this matter;
- 19 b. in-house counsel for the parties;
- 20 c. one officer or director of each party who has a need to know
21 the information to assist counsel with the litigation;
- 22 d. the office personnel employed by the counsel working under
23 the direct supervision of said counsel;
- 24 e. the authors and the original recipients of the document;
- 25 f. the United States District Court for the Central District of
26 California and all clerks and other personnel in the United
27 States District Court for the Central District of California,
28 before which this action is pending;

1 g. experts and consultants necessarily retained by counsel of
2 record in this litigation, but only if these experts and
3 consultants comply with this Stipulated Protective Order in
4 full and read, sign, and agree to be bound by all of its terms;
5 and

6 h. Employees of copy services or database services, trial
7 support firms, or similar vendors who are engaged by the
8 parties during the litigation of this action.

9 2. "Confidential" — Information designated as "Confidential" shall be
10 restricted to viewing, copying by, and disclosure to:

- 11 a. all "Confidential - Attorneys' Eyes Only" persons; and
- 12 b. all employees, officers, and directors of each party of record
13 who have a need to know the information to assist counsel in
14 connection with the litigation. It is not necessary that each
15 such person sign this order, provided that the Receiving Party
16 has previously notified all employees, officers, and directors
17 of the existence of this order, its terms, and the consequences
18 of an unauthorized disclosure.

19 **D. Depositions**

20 1. Any party may designate testimony on oral deposition as
21 "Confidential" or "Confidential - Attorneys' Eyes Only". The designation of such
22 testimony shall be made at any point during the deposition by so stating on the record
23 and identifying the level of protection desired.

24 2. Once testimony has been designated as "Confidential" or
25 "Confidential - Attorneys' Eyes Only", only the following persons shall be present for
26 the answer:

- 27 a. persons authorized under this Stipulate Protective Order;
- 28 b. the deponent; and

1 c. the reporter and videographer.

2 3. Each court reporter must separately bind those portions of
3 deposition transcript and related exhibits deemed confidential and shall further
4 separate into separate bound deposition transcripts — by the various levels of
5 confidentiality — and shall thereon place a reasonably conspicuous and prominent
6 designation on the first page of each such bound transcript or exhibits.

7 4. A deponent and/or party shall have until ten (10) days after receipt
8 of a deposition transcript to designate additional portions of the transcript under this
9 Stipulated Protective Order.

10 5. Each party shall cause each copy of the transcript in its custody or
11 control or that comes into its custody or control to be immediately marked as
12 designated.

13 6. Prior to the expiration of ten (10) days, a deposition transcript
14 and/or the substance of a deponent's answers may be disclosed only to those persons
15 authorized to receive items designated as "Confidential - Attorneys' Eyes Only" and
16 the deponent.

17 **E. Items Filed with the Court**

18 If a party or any other person subject to this order wishes to file or lodge with
19 the Court any document that contains or attaches any Confidential Information, or any
20 document that contains, reflects or summarizes Confidential Information, that party or
21 person shall comply with the procedures set forth in Local Rule 79-5.1 of the Local
22 Rules of the United States District Court for the Central District of California [Filing
23 Under Seal - Procedures].

24 **F. Inadvertent Disclosure**

25 1. The inadvertent or unintentional disclosure of "Confidential" or
26 "Confidential - Attorneys' Eyes Only" information, regardless of whether the item was
27 so designated at the time of disclosure, shall not be deemed a waiver in whole or in
28 part of a party's claim of protection under this Stipulated Protective Order either as to

1 the specific information disclosed therein or on the same or related subject matter,
2 provided that the party later asserting a claim of protection informs the opposing
3 parties of its claim within a reasonable time.

4 2. If notified of the inadvertent or unintentional disclosure of
5 Confidential Information as described in the above paragraph, the Receiving Party
6 shall promptly sequester and protect any protected information identified by the
7 Disclosing Party to have been inadvertently or unintentionally disclosed to the
8 Receiving Party upon being notified of the Disclosing Party's claim of protection. If
9 the Receiving Party disclosed the protected information before being notified of the
10 Disclosing Party's claim of protection, it must take reasonable steps to retrieve the
11 item for destruction, sequestering, or return to the Disclosing Party.

12 3. If information subject to a claim of attorney client privilege or work
13 product immunity is inadvertently produced, such production shall in no way prejudice
14 or otherwise constitute a waiver of, or estoppel as to, any such claim. If a party has
15 inadvertently produced information subject to a claim of immunity or privilege, upon
16 request, such information shall be returned promptly and, if a document, all copies
17 (including by not limited to electronic copies) of that document shall be destroyed. The
18 party returning such information may move the Court for an order pursuant to Local
19 Rules 37.1 and 37.2, compelling production of such information, but the motion shall
20 not assert as a ground for production the fact that the information was inadvertently
21 produced.

22 **G. Acknowledgment of Order**

23 Each person required by this Stipulated Protective Order to sign a statement
24 agreeing to be bound by the Order must sign the statement set forth in Exhibit A to this
25 Order and deliver the executed statement to the Disclosing Party.

26 **H. Agreement of Parties to Order**

27 All parties to this action, their counsel, and all other persons subject to this
28 Stipulated Protective Order shall be bound by this Order and shall abide by all of the

1 terms of this Order until otherwise ordered by the United States District Court for the
2 Central District of California, or by written notice releasing them from the respective
3 obligations received from the pertinent Disclosing Party.

4 This Stipulated Protective Order is not intended to govern the use of
5 Confidential Information at any trial of this action. Questions of the protection of
6 Confidential Information during trial will be presented to the Court and the
7 Designating Party prior to or during trial as each party deems appropriate.

8 **I. Continuing Effect of Order**

9 Unless counsel agrees otherwise in writing, within ninety (90) days of the final
10 disposition of this action, whether by final adjudication on the merits, including any
11 appeals, or by other means, the attorneys for the parties shall return promptly to the
12 Disclosing Party from whom they were obtained, all documents, other than attorney
13 work-product and communications protected by the attorney-client privilege, which
14 constitute or include material that has been designated “Confidential” or “Confidential
15 - Attorneys’ Eyes Only,” or destroy the same, and return or destroy all copies made
16 thereof, including all documents, or copies provided by a Receiving Party to any other
17 person. At the conclusion of the 90-day period, counsel for each party shall represent
18 in writing that to his or her knowledge and belief the party has either returned or
19 destroyed all Confidential Material in accordance with this order. Notwithstanding the
20 foregoing, counsel for the parties shall be permitted to retain a file copy of materials
21 produced in discovery or created during the course of the litigation, or made part of the
22 record, or which have been filed under seal with the Clerk of the Court and a copy of
23 all depositions, including exhibits, and deposition evaluations. Such file copies
24 containing Confidential Information must be maintained under the conditions set forth
25 in this order for such designated materials.

26 **J. Additional Relief**

27 No party is prevented from seeking relief not provided by this Stipulated
28 Protective Order, or otherwise seeking relief from the United States District Court for

1 the Central District of California, as may be appropriate to protect its interests or
2 otherwise prepare this matter for trial.

3 **K. Challenging Designation of Materials**

4 1. Any Receiving Party disagreeing with the designation of any document or
5 information as “Confidential” or “Confidential - Attorneys’ Eyes Only” shall notify the
6 Disclosing Party in writing. The Disclosing Party shall then have a reasonable period,
7 not exceeding ten (10) court days, from the date of receipt of such notice to advise the
8 Receiving Party in writing (1) whether or not the Disclosing Party persists in such
9 designation; and (2) if the Disclosing Party persists in the designation, to explain the
10 reasons for the particular designation. The Receiving Party may then advise the
11 Disclosing Party in writing that it disputes such designation. The Disclosing Party
12 may then move the Court for an order confirming the particular designation or
13 replacing it with a different designation. The procedure detailed in this paragraph is
14 deemed to comply with the meet and confer process required by Rule 37 of the Local
15 Rules of the United States District Court for the Central District of California. The
16 parties do not have to meet in person on this issue. Thereafter, the parties shall comply
17 with the requirements of Rule 37 of the Federal Rules of Civil Procedure and Rule 37
18 of the Local Rules of the United States District Court for the Central District of
19 California governing discovery motions. The Designating Party who asserts that the
20 document or information is “Confidential” or “Confidential - Attorneys’ Eyes Only”
21 shall have the initial burden of proving that the designation is proper. Information
22 designated “Confidential” or “Confidential - Attorneys’ Eyes Only” by a Disclosing
23 Party shall be treated as such by a Receiving Party unless otherwise agreed to by the
24 parties or otherwise ordered by the Court or by any appellate court, should appellate
25 review be sought.

26 2. The failure of a Receiving Party to challenge expressly a claim of
27 confidentiality or the designation of any document or information as “Confidential” or
28 “Confidential - Attorneys’ Eyes Only” at the time of disclosure shall not constitute a

1 waiver of the right to assert at any subsequent time that the same is not in fact
2 confidential or not appropriately designated for any reason.

3 3. Except as set forth in Paragraph K.1 above regarding the “meet and
4 confer” procedure for challenging the designations of any materials under the
5 Stipulated Protective Order, Local Rule 37 governs the procedure for resolving any
6 disputes related to this Protective Order.

7 **L. Use for This Litigation Only**

8 1. Items designated under this Stipulated Protective Order shall not be
9 used by any recipient or disclosed to anyone for any purpose other than in connection
10 with the above-captioned action.

11 2. In the event that any party and/or recipient of Confidential
12 Information pursuant to this Stipulated Protective Order is served with subpoena, legal
13 process, order, or otherwise requested to disclose any Confidential Information (the
14 “Disclosing Entity”) by any person or entity not covered by this Order, including,
15 without limitation, other insurance carriers, state, local or federal agencies, or litigants
16 in other litigation (the “Requesting Entity”), the Disclosing Entity shall give notice
17 thereof, by telephone and facsimile, as soon as practicable but in any event sufficiently
18 prior to the requested disclosure to afford an opportunity to intervene for any party
19 who may be adversely affected by the disclosure except to the extent that such notice is
20 precluded by law. The party asserting the confidential treatment of the Confidential
21 Information shall have the burden of defending against any such subpoena, legal
22 process or order.

23 **M. Prior Orders**

24 This Stipulated Protective Order shall not affect any prior order of the Court.

25 **N. Execution and Counterpart**

26 This Stipulated Protective Order may be executed in one or more counterparts,
27 each of which shall be deemed to be an original, but all of which together shall
28 constitute one and the same instrument. Facsimile signatures or any party upon the

1 signature page of this Stipulated Protective Order shall be binding upon the parties
2 hereto and may be submitted as though such signatures were original signatures.

3 **O. Submission to Court**

4 The Parties agree to submit this Stipulated Protective Order to the Court for
5 adoption as an order of the Court. The Parties reserve the right to seek, upon good
6 cause, modification of this Stipulated Protective Order by the Court.

7 **IT IS SO ORDERED.**

8
9 Date: March 05, 2015



10 Stephen J. Hillman
11 **U.S. Magistrate Judge**

12 **ARNOLD & PORTER LLP**

BUCHALTER NEMER

13 By: /s/ Eric D. Mason

By: /s/ Matthew L. Seror

14 John C. Ulin
15 Eric D. Mason
16 Louis S. Ederer
17 Matthew T. Salzman
18 777 South Figueroa St., 44th Fl.
19 Los Angeles, CA 90017-5844
20 Telephone: (213) 243-4000

Matthew L. Seror
1000 Wilshire Blvd., Suite 150
Los Angeles, CA 90017-2457
Telephone: (310) 553-3610

*Counsel for Defendants Watch L.A.
Jeans & Sportswear d/b/a Watch
L.A. and Pierre Mitri*

Counsel for Plaintiffs

21 Dated: March 3, 2015

Dated: March 3, 2015

22 Pursuant to Civil L.R. 5-4.3.4(a)(2)(i), the filer attests that all other signatories
23 listed, and on whose behalf this filing is submitted, concur in the filing's content and
24 have authorized the filing.

EXHIBIT A

UNDERTAKING TO BE BOUND BY THE PRETRIAL PROTECTIVE ORDER REGARDING CONFIDENTIALITY OF DOCUMENTS

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 Protective Order that was issued by the United States
District Court for the Central District of California in the case of *Sweet People
Apparel, Inc. d/b/a Miss Me, et al. v. Watch L.A. Jeans & Sportswear d/b/a Watch
L.A.*, Case No. 14-cv-07399-RSWL (SHx).

I agree to comply with and to be bound by all the terms of this 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 Protective Order
to any person or entity except in strict compliance with the provisions of this Order.

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

Date: _____, 2015

City and State where sworn and signed: _____

Signed: _____
[Print Name] [Signature]