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

SAMBONET PADERNO  
INDUSTRIE, S.P.A., an Italian  
business entity; and ROSENTHAL  
SAMBONET USA LTD., a New York  
corporation, doing business as  
PADERNO WORLD CUISINE,

Plaintiffs,

vs.

SUR LA TABLE, INC., a Washington  
corporation; and Does 1 through 10,  
inclusive,

Defendants.

Case No. CV14-09473-FMO (PJWx)

**PROTECTIVE ORDER  
DISCOVERY MATTER**

1           WHEREAS, each of the parties to the above-captioned action, Plaintiffs  
2 SAMBONET PADERNO INDUSTRIE, S.P.A. and ROSENTHAL SAMBONET  
3 USA LTD. (collectively, “Plaintiffs”), on the one hand, and Defendant SUR LA  
4 TABLE, INC. (“Defendant”), on the other hand, (inclusively, the “Parties”), may  
5 produce or seek discovery of documents, information, or other materials that may  
6 contain or relate to personal, confidential, proprietary, or trade secret information of  
7 another party or a third party;

8           IT IS HEREBY ORDERED that the following Protective Order be entered in  
9 this Action:

10    1.    PURPOSES AND LIMITATIONS

11           Disclosure and discovery activity in this action is likely to involve production  
12 of confidential, proprietary, or private information for which special protection from  
13 public disclosure and from use for any purpose other than prosecuting this litigation  
14 is warranted. Accordingly, the parties hereby stipulate to and respectfully request the  
15 court to enter the following Protective Order (“Protective Order” or “Order”). The  
16 parties acknowledge that this Order does not confer blanket protections on all  
17 disclosures or responses to discovery and that the protection it affords from public  
18 disclosure and use extends only to the limited information or items that are entitled  
19 to confidential treatment under the applicable legal principles. The parties further  
20 acknowledge, as set forth in Section 12.3, below, that this Protective Order alone  
21 does not entitle them to file confidential information under seal.

22    2.    DEFINITIONS

23           2.1    Challenging Party: a Party or Non-Party that challenges the designation  
24 of information or items under this Order.

25           2.2    “CONFIDENTIAL” Information or Items: information designated as  
26 “CONFIDENTIAL” (regardless of how it is generated, stored, or maintained) shall  
27 mean and include any document, thing, deposition testimony, interrogatory answers,  
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1 responses to requests for admissions and requests for production, disclosures  
2 pursuant to Federal Rule of Civil Procedure 26, or other information provided in  
3 discovery or settlement communications and negotiations in this Action, which  
4 contains information that is non-public, confidential, and/or proprietary, whether  
5 personal, such as information regarding employees' personal and employment  
6 information, or business related, such as information that constitutes, reflects, or  
7 concerns proprietary data, business, financial, or commercial information, the  
8 disclosure of which is likely to cause harm to the person or party who claims a  
9 proprietary interest in the Discovery Material or the competitive position of the party  
10 making the confidentiality designation, including for example non-public customer  
11 lists and non-public contracts. Certain limited types of "CONFIDENTIAL"  
12 information may be further designated, as defined and detailed below, as "HIGHLY  
13 CONFIDENTIAL – ATTORNEYS' EYES ONLY."

14 2.3 Counsel: Outside Counsel of Record (as well as their support staff).

15 2.4 Designating Party: a Party or Non-Party that designates information or  
16 items that it produces in disclosures, in responses to discovery, or in deposition  
17 testimony as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'  
18 EYES ONLY."

19 2.5 Disclosure or Discovery Material: all items or information, regardless of  
20 the medium or manner in which it is generated, stored, or maintained (including,  
21 among other things, testimony, transcripts, and tangible things), that are produced or  
22 generated in disclosures, responses to discovery, or in deposition testimony in this  
23 matter.

24 2.6 Expert: a person with specialized knowledge or experience in a matter  
25 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve  
26 as an expert witness or as a consultant in this action, (2) is not a past or current  
27 employee of a Party, (3) is not a current employee of a party's competitor, and (4) at  
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1 the time of retention, is not anticipated to become an employee of a Party.

2 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

3 Information or Items: extremely sensitive CONFIDENTIAL Information or Items,  
4 the disclosure of which to another Party or Non-Party would create a substantial risk  
5 of serious competitive harm that could not be avoided by less restrictive means. This  
6 type of information and items include, for example, highly sensitive trade secret or  
7 financial information.

8 2.8 Non-Party: any natural person, partnership, corporation, association, or  
9 other entity not named as a Party to this action.

10 2.9 Outside Counsel of Record: attorneys who are not employees of a party  
11 to this action but are retained to represent or advise a party to this action and have  
12 appeared in this action on behalf of that party or are affiliated with a law firm which  
13 has appeared on behalf of that party.

14 2.10 Party: any party to this action, including all of its officers, directors,  
15 employees, consultants, and retained experts.

16 2.11 Producing Party: a Party or Non-Party that produces or provides  
17 Disclosure or Discovery Material in this action.

18 2.12 Professional Vendors: persons or entities that provide litigation support  
19 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 2.13 Protected Material: any Disclosure or Discovery Material that is  
23 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –  
24 ATTORNEYS’ EYES ONLY.”

25 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material  
26 from a Producing Party.

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3. SCOPE

The protections conferred by this Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected Material at trial shall be governed by a separate agreement or order. Notwithstanding the above, by stipulating to the entry of this Order, the Parties have not waived any right to designate documents and information previously filed under seal with the Court in this action as Protected Material under this Order.

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4. DURATION

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

1     5.     DESIGNATING PROTECTED MATERIAL

2             5.1     Exercise of Restraint and Care in Designating Material for Protection.

3             Each Party or Non-Party that designates information or items for protection  
4 under this Order must take care to limit any such designation to specific material that  
5 qualifies under the appropriate standards. To the extent it is practical to do so, the  
6 Designating Party must designate for protection only those parts of material,  
7 documents, items, or oral or written communications that qualify – so that other  
8 portions of the material, documents, items, or communications for which protection  
9 is not warranted are not swept unjustifiably within the ambit of this Order.

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

15            If it comes to a Designating Party’s attention that information or items that it  
16 designated for protection do not qualify for protection at all or do not qualify for the  
17 level of protection initially asserted, that Designating Party must promptly notify all  
18 other parties that it is withdrawing the mistaken designation.

19            5.2     Manner and Timing of Designations. Except as otherwise provided in  
20 this Order (see, e.g., second and third paragraphs of section 5.2(a) below), or as  
21 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for  
22 protection under this Order must be clearly so designated before the material is  
23 disclosed or produced. Designation in conformity with this Order requires:

24            (a) for information in documentary form (e.g., paper or electronic  
25 documents, but excluding transcripts of depositions or other pretrial or trial  
26 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or  
27 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that  
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1 contains protected material. If only a portion or portions of the material on a page  
2 qualifies for protection, the Producing Party also must clearly identify the protected  
3 portion(s) (e.g., by making appropriate markings in the margins) and must specify,  
4 for each portion, the level of protection being asserted.

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

19 If a Party wishes to designate any information or documents produced or  
20 disclosed by a Non-Party in this Action, the Party must do so within 10 days after  
21 receipt of the information or documents from the Non-Party.

22 (b) for testimony given in deposition or in other pretrial or trial  
23 proceedings, that the Designating Party identify on the record, before the close of the  
24 deposition, hearing, or other proceeding, all protected testimony and specify the level  
25 of protection being asserted. When it is impractical to identify separately each  
26 portion of testimony that is entitled to protection or it appears that substantial  
27 portions of the testimony may qualify for protection, the Designating Party may  
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1 invoke on the record (before the deposition, hearing, or other proceeding is  
2 concluded) a right to have up to 14 days from the date the deposition transcript is  
3 received by counsel for the Designating Party to identify the specific portions of the  
4 testimony as to which protection is sought and to specify the level of protection  
5 being asserted. Only those portions of the testimony that are appropriately designated  
6 for protection within the 14 days from the date the deposition transcript is received  
7 by counsel for the Designating Party shall be covered by the provisions of this  
8 Protective Order. Alternatively, a Designating Party may specify, at the deposition or  
9 up to 14 days from the date the deposition transcript is received by counsel for the  
10 Designating Party if that period is properly invoked, that the entire transcript shall be  
11 treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
12 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 individuals authorized under this Protective Order,  
16 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A)  
17 are present at those proceedings. To the extent testimony at a deposition includes  
18 CONFIDENTIAL or HIGHLY-CONFIDENTIAL information or material, the  
19 disclosing party shall have the right to exclude from attendance at the deposition,  
20 during such time that such CONFIDENTIAL or HIGHLY-CONFIDENTIAL  
21 information and material is to be disclosed, any person not authorized to have access  
22 to such information or material pursuant to the terms of this Protective Order. The  
23 use of a document as an exhibit at a deposition shall not in any way affect its  
24 designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
25 ATTORNEYS’ EYES ONLY.”

26 Transcripts containing Protected Material shall have an obvious legend on the  
27 title page that the transcript contains Protected Material, and the title page shall be  
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1 followed by a list of all pages (including line numbers as appropriate) that have been  
2 designated as Protected Material and the level of protection being asserted by the  
3 Designating Party. The Designating Party shall inform the court reporter of these  
4 requirements. Any transcript that is prepared before the expiration of a 14-day period  
5 for designation shall be treated during that period as if it had been designated  
6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless  
7 otherwise agreed. After the expiration of that period, the transcript shall be treated  
8 only as actually designated.

9 (c) for information produced in some form other than documentary and  
10 for any other tangible items, that the Producing Party and/or Designating Party affix  
11 in a prominent place on the exterior of the container or containers in which the  
12 information or item is stored the legend “CONFIDENTIAL” or “HIGHLY  
13 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of  
14 the information or item warrant protection, the Producing Party and/or Designating  
15 Party, to the extent practicable, shall identify the protected portion(s) and specify the  
16 level of protection being asserted.

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
18 failure to designate qualified information or items does not, standing alone, waive  
19 the Designating Party’s right to secure protection under this Order for such material.  
20 Upon timely correction of a designation, the Receiving Party must make reasonable  
21 efforts to assure that the material is treated in accordance with the provisions of this  
22 Order.

## 23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
25 designation of confidentiality at any time. Unless a prompt challenge to a  
26 Designating Party’s confidentiality designation is necessary to avoid foreseeable,  
27 substantial unfairness, unnecessary economic burdens, or a significant disruption or  
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1 delay of the litigation, a Party does not waive its right to challenge a confidentiality  
2 designation by electing not to mount a challenge promptly after the original  
3 designation is disclosed.

4       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
5 resolution process by providing written notice of each designation it is challenging  
6 and describing the basis for each challenge. To avoid ambiguity as to whether a  
7 challenge has been made, the written notice must recite that the challenge to  
8 confidentiality is being made in accordance with this specific paragraph of the  
9 Protective Order. The parties shall attempt to resolve each challenge in good faith.  
10 The parties must comply with Central District of California Local Rules 37-1  
11 through 37-4, including the meet and confer requirements contained therein.

12       6.3 Judicial Intervention. If the challenge cannot be resolved without court  
13 intervention, the Challenging Party may file and serve a motion to challenging a  
14 confidentiality designation and must comply with Central District of California  
15 Local Rules 37-1 through 37-4.

16       The burden of persuasion in any such challenge proceeding shall be on the  
17 Designating Party. Frivolous challenges and those made for an improper purpose  
18 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
19 expose the Challenging Party to sanctions. If the Challenging Party supports its  
20 challenge of the Producing Party's or Designating Party's designation of documents  
21 with an argument that would apply equally to the manner in which the Challenging  
22 Party designated its own documents, such challenge may be deemed frivolous. The  
23 material in question shall continue to have the same the level of protection to which  
24 it is entitled under the Producing Party's or Designating Party's designation until the  
25 court rules on the challenge.

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

27       7.1 Basic Principles. A Receiving Party may use Protected Material that is  
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1 disclosed or produced by another Party or by a Non-Party in connection with this  
2 case only for prosecuting, defending, or attempting to settle this litigation. Such  
3 Protected Material may be disclosed only to the categories of persons and under the  
4 conditions described in this Order. When the litigation has been terminated, a  
5 Receiving Party must comply with the provisions of Paragraph 13 below (FINAL  
6 DISPOSITION).

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

10 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
11 otherwise ordered by the court or permitted in writing by the Designating Party, a  
12 Receiving Party may disclose any information or item designated  
13 “CONFIDENTIAL” only to:

14 (a) the Receiving Party’s Outside Counsel of Record in this action, as  
15 well as employees of said Outside Counsel of Record;

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

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

22 (d) the court and its personnel;

23 (e) court reporters and their staff, professional jury or trial consultants,  
24 and Professional Vendors to whom disclosure is reasonably necessary for this  
25 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”  
26 (Exhibit A);

27 (f) during their depositions, witnesses in the action to whom disclosure  
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1 is reasonably necessary and who have signed the “Acknowledgment and Agreement  
2 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or  
3 ordered by the court. Pages of transcribed deposition testimony or exhibits to  
4 depositions that reveal Protected Material must be separately bound by the court  
5 reporter and may not be disclosed to anyone except as permitted under this  
6 Protective Order.

7 (g) the author or recipient of a document containing the information or a  
8 custodian or other person who otherwise possessed or knew the information,  
9 including if such author or recipient is a deponent, even if such deponent does not  
10 sign Exhibit A.

11 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
12 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
13 writing by the Designating Party, a Receiving Party may disclose any information or  
14 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only  
15 to:

16 (a) the Receiving Party’s Outside Counsel of Record in this action, as  
17 well as employees of said Outside Counsel of Record to whom it is reasonably  
18 necessary to disclose the information for this litigation and who have signed the  
19 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
20 A;

21 (b) Experts (as defined by this Order) of the Receiving Party to whom  
22 disclosure is reasonably necessary for this litigation and who have signed the  
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (c) the court and its personnel;

25 (d) court reporters and their staff, professional jury or trial consultants,  
26 and Professional Vendors to whom disclosure is reasonably necessary for this  
27 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”  
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1 (Exhibit A); and

2 (e) the author or recipient of a document containing the information or a  
3 custodian or other person who otherwise possessed or knew the information,  
4 including if such author or recipient is a deponent, even if such deponent does not  
5 sign Exhibit A.

6 8. PROTECTED MATERIAL SUBPOENAED, REQUESTED TO BE  
7 PRODUCED, OR ORDERED PRODUCED IN OTHER LITIGATION

8 If a Party is served with a subpoena, a discovery request, or a court order  
9 issued in other litigation that compels disclosure of any information or items  
10 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
11 ATTORNEYS’ EYES ONLY” that Party must:

12 (a) promptly notify in writing the Designating Party. Such notification  
13 shall include a copy of the subpoena, discovery request, or court order;

14 (b) promptly notify in writing the party who caused the subpoena,  
15 discovery request, or order to issue in the other litigation that some or all of the  
16 material covered by the subpoena, discovery request, or order is subject to this  
17 Protective Order. Such notification shall include a copy of this Protective Order; and

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

20 If the Designating Party timely seeks a protective order or files a motion to  
21 quash or any other applicable motion seeking non-disclosure of the Protected  
22 Material, the Party served with the subpoena, discovery request, or court order shall  
23 not produce any information designated in this action as “CONFIDENTIAL” or  
24 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a  
25 determination by the court in the action in which the discovery request was served or  
26 from which the subpoena or order issued, unless the Party has obtained the  
27 Designating Party’s permission. The Designating Party shall bear the burden and  
28 expense of seeking protection in that court of its Protected Material – and nothing in

1 these provisions should be construed as authorizing or encouraging a Receiving  
2 Party in this action to disobey a lawful subpoena or directive from another court.

3 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
4 PRODUCED IN THIS LITIGATION

5 (a) The terms of this Order are applicable to information produced by  
6 a Non-Party in this action and designated as "CONFIDENTIAL" or "HIGHLY  
7 CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by  
8 Non-Parties in connection with this litigation is protected by the remedies and relief  
9 provided by this Order. Nothing in these provisions should be construed as  
10 prohibiting a Non-Party from seeking additional protections.

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

15 1. promptly notify in writing the Requesting Party and the Non-  
16 Party that some or all of the information requested is subject to a confidentiality  
17 agreement with a Non-Party;

18 2. promptly provide the Non-Party with a copy of the Protective  
19 Order in this litigation, the relevant discovery request(s), and a reasonably specific  
20 description of the information requested; and

21 3. make the information requested available for inspection by the  
22 Non-Party.

23 (c) Subject to applicable contractual provisions, if the Non-Party fails  
24 to object or seek a protective order or file a motion to quash from this court within 14  
25 days of receiving the notice and accompanying information, the Receiving Party may  
26 produce the Non-Party's confidential information responsive to the discovery  
27 request. If the Non-Party timely seeks a protective order or files a motion to quash,  
28 the Receiving Party shall not produce any information in its possession or control

1 that is subject to the confidentiality agreement with the Non-Party before a  
2 determination by the court. Absent a court order to the contrary, the Non-Party shall  
3 bear the burden and expense of seeking protection in this court of its Protected  
4 Material. Nothing in this provision shall prohibit a party from seeking a court order  
5 to enable it to produce a Non-Party's confidential information in order to confirm it  
6 is not breaching a contract.

7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

16 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
17 PROTECTED MATERIAL

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

27 12. MISCELLANEOUS

28 12.1 Right to Further Relief. Nothing in this Order abridges the right of any

1 person to seek its modification by the court in the future.

2       12.2 Right to Assert Other Objections. By stipulating to the entry of this  
3 Protective Order no Party waives any right it otherwise would have to object to  
4 disclosing or producing any information or item on any ground not addressed in this  
5 Protective Order. Similarly, no Party waives any right to object on any ground to use  
6 in evidence of any of the material covered by this Protective Order.

7       12.3 Filing Protected Material. Without written permission from the  
8 Designating Party or a court order secured after appropriate notice to all interested  
9 persons, a Party may not file in the public record in this action any Protected  
10 Material. A Party that seeks to file under seal any Protected Material must comply  
11 with all applicable Local Rules for the Central District of California. Protected  
12 Material may only be filed under seal pursuant to a court order authorizing the  
13 sealing of the specific Protected Material at issue.

14       12.4 Court and Court Personnel. The Court and its personnel are not subject  
15 to this Order and are not required to sign Exhibit A.

16       13. FINAL DISPOSITION

17       Within 60 days after the final disposition of this action, as defined in  
18 paragraph 4, each Receiving Party must return all Protected Material to the  
19 Producing Party or destroy such material. As used in this subdivision, “all Protected  
20 Material” includes all copies, abstracts, compilations, summaries, and any other  
21 format reproducing or capturing any of the Protected Material. Whether the  
22 Protected Material is returned or destroyed, the Receiving Party must submit a  
23 written certification to the Producing Party (and, if not the same person or entity, to  
24 the Designating Party) by the 60-day deadline that (1) identifies (by category, where  
25 appropriate) all the Protected Material that was returned or destroyed and (2) affirms  
26 that the Receiving Party has not retained any copies, abstracts, compilations,  
27 summaries or any other format reproducing or capturing any of the Protected  
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1 Material. Notwithstanding this provision, Counsel are entitled to retain an archival  
2 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
3 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
4 work product, and consultant and expert work product, even if such materials contain  
5 Protected Material. Any such archival copies that contain or constitute Protected  
6 Material remain subject to this Protective Order as set forth in Paragraph 4. The  
7 Parties acknowledge that electronic discovery makes it difficult to keep track of all  
8 discovery and therefore agree to use their best efforts to ensure compliance with the  
9 letter and spirit of this provision.

10  
11 IT IS SO ORDERED.

12  
13 DATED: July 22, 2015



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Honorable Patrick J. Walsh  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
5 that I have read in its entirety and understand the Protective Order that was issued by  
6 the United States District Court for the Central District of California on \_\_\_\_\_  
7 in the case of SAMBONET PADERNO INDUSTRIE, S.P.A., an Italian business  
8 entity; and ROSENTHAL SAMBONET USA LTD., a New York corporation, doing  
9 business as PADERNO WORLD CUISINE vs. SUR LA TABLE, INC., a  
10 Washington corporation; and Does 1 through 10, inclusive, Case No. CV14-09473-  
11 FMO (RZx). I agree to comply with and to be bound by all the terms of this  
12 Protective Order and I understand and acknowledge that failure to so comply could  
13 expose me to sanctions and punishment in the nature of contempt. I solemnly  
14 promise that I will not disclose in any manner any information or item that is subject  
15 to this Protective Order to any person or entity except in strict compliance with the  
16 provisions of this Order.

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

21 I hereby appoint \_\_\_\_\_ [print or type full name] of  
22 \_\_\_\_\_ as my California agent for service of  
23 process in connection with this action or any proceedings related to enforcement of  
24 this Protective Order.

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

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

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

28