

1 Michael N. Cohen (SB# 225348)  
 2 *mcohen@cohenip.com*  
 Joshua H. Eichenstein (SB#299392)  
 3 *jeichenstein@cohenip.com*  
 COHEN IP LAW GROUP  
 4 A Professional Corporation  
 9025 Wilshire Boulevard, Suite 301  
 Beverly Hills, California 90211  
 5 Phone: (310) 288-4500 • Fax: (310) 246-9980  
 Attorneys for Plaintiff/Counterdefendants  
 6 FD9 GROUP, INC.

7  
 8 **UNITED STATES DISTRICT COURT**  
 9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

10 FD9 GROUP, INC., a Delaware  
 11 Corporation,  
 12 Plaintiff,

CASE NO. 2:15-cv-00512 BRO (ASx)  
**STIPULATED PROTECTIVE  
 ORDER**

13 v.

14  
 15 BANGLE JANGLE, LLC, a Florida  
 Limited Liability Company; and DOES  
 16 1-10, inclusive,  
 17 Defendants.

18 BANGLE JANGLE, LLC, a Florida  
 19 Limited Liability Company,  
 20 Counterclaimant,

21 vs.

22  
 23 FD9 GROUP, INC., a Delaware  
 Corporation,  
 24 Counterdefendant.  
 25

1  
2 Upon joint stipulation of Plaintiff FD9 Group Inc. (“Plaintiff”) and  
3 Defendant Bangle Jangle LLC, by and through their respective counsel of record,  
4 and **FOR GOOD CAUSE SHOWN, THE COURT HEREBY FINDS AND**  
5 **ORDERS AS FOLLOWS:**

6 1. PURPOSES AND LIMITATIONS

7 Discovery in this Action is likely to involve production of confidential,  
8 proprietary, or private information for which special protection from public  
9 disclosure; in the case of information that is extremely confidential and/or sensitive  
10 in nature, from disclosure to any other Party or Non-Party other than Counsel; and  
11 from use for any purpose other than prosecuting this Action may be warranted.  
12 The Parties acknowledge that this Stipulated Protective Order Regarding the  
13 Disclosure and Use of Discovery Material (“Order” or “Stipulated Protective  
14 Order”) does not confer blanket protections on all disclosures or responses to  
15 discovery and that the protection it affords from public or other disclosure and use  
16 extends only to the limited information or items that are entitled to confidential  
17 treatment under the applicable legal principles. The Parties further acknowledge,  
18 as set forth in Section 13.3, below, that this Stipulated Protective Order does not  
19 entitle them to file confidential information under seal; Civil Local Rule 79-5 sets  
20 forth the procedures that must be followed and the standards that will be applied  
21 when a Party seeks permission from the court to file material under seal.

22  
23 2. GOOD CAUSE STATEMENT

24 This Action is likely to involve trade secrets, customer and pricing lists and  
25 other valuable research, development, commercial, financial, technical and/or  
26 proprietary information for which special protection from public disclosure; in the  
27 case of information that is extremely confidential and/or sensitive in nature, from  
28 disclosure to any other Party or Non-Party other than Counsel; and from use for

1 any purpose other than prosecution of this Action is warranted. Such confidential  
2 and proprietary materials and information consist of, among other things,  
3 confidential business or financial information, information regarding confidential  
4 business practices, or other confidential research, development, or commercial  
5 information (including information implicating privacy rights of Non-Parties),  
6 information otherwise generally unavailable to the public or to any Party or Non-  
7 Party, or which may be privileged or otherwise protected from disclosure under  
8 state or federal statutes, court rules, case decisions, or common law. Accordingly,  
9 to expedite the flow of information, to facilitate the prompt resolution of disputes  
10 over confidentiality of discovery materials, to adequately protect information  
11 Parties and Non-Parties are entitled to keep confidential, to ensure that the Parties  
12 are permitted reasonable necessary uses of such material in preparation for and in  
13 the conduct of trial, to address their handling at the end of the Action, and serve the  
14 ends of justice, a protective order for such information is justified in this matter. It  
15 is the intent of the Parties that information will not be designated as confidential  
16 for tactical reasons and that nothing be so designated without a good faith belief  
17 that it has been maintained in a confidential, non-public manner, and there is good  
18 cause why it should not be part of the public record in this case and, in the case of  
19 information that is extremely confidential and/or sensitive in nature, why it should  
20 not be disclosed to any other Party or Non-Party other than Counsel.

21

### 22 3. DEFINITIONS

23 3.1. Action: This pending federal law suit *FD9 Group Inc. v.*  
24 *Bangle Jangle LLC*, Case No. 2:15-cv-00512 BRO (ASx)

25

26 3.2. Challenging Party: a Party or Non-Party that challenges the  
27 designation of information or items under this Order.

28

1                   3.3. “CONFIDENTIAL” Information or Items: information  
2 (regardless of how it is generated, stored or maintained) or tangible things that  
3 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified  
4 above in the Good Cause Statement.

5  
6                   3.4. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
7 Information or Items: extremely confidential and/or sensitive “CONFIDENTIAL”  
8 Information or Items, disclosure of which to any other Party or Non-Party other  
9 than Counsel would create a substantial risk of serious harm that could not be  
10 avoided by less restrictive means. The Parties agree that the following  
11 information, if not previously disclosed publicly, shall be presumed to merit the  
12 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” designation: trade  
13 secrets, pricing information, financial data, sales information, sales or marketing  
14 forecasts or plans, business plans, sales or marketing strategy, product  
15 development information, engineering documents, testing documents, employee  
16 information, and other non-public information of similar competitive and business  
17 sensitivity.

18                   3.5. Counsel: Outside counsel of record (as well as their support  
19 staff) who are not employees of a party to this action, but are retained to represent  
20 or advise a party to this Action and have appeared in this Action on behalf of that  
21 party or are affiliated with a law firm which has appeared on behalf of that party.

22                   3.6. Designating Party: a Party or Non-Party that designates  
23 information or items that it produces in disclosures or in responses to discovery as  
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
25 ONLY.”

26                   3.7. Disclosure or Discovery Material: all items or information,  
27 regardless of the medium or manner in which it is generated, stored, or maintained  
28

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

3 3.8. Expert: a person with specialized knowledge or experience in a  
4 matter pertinent to the litigation who has been retained by a Party or its counsel to  
5 serve as an expert witness or as a consultant in this Action.

6 3.9. House Counsel: attorneys who are employees of a party to this  
7 Action. House Counsel does not include Outside Counsel of Record or any other  
8 outside counsel.

9 3.10. Non-Party: any natural person, partnership, corporation,  
10 association, or other legal entity not named as a Party to this action.

11 3.11. Party: any party to this Action, including all of its officers,  
12 directors, employees, consultants, retained experts, and House Counsel and  
13 Counsel (and their support staffs).

14 3.12. Producing Party: a Party or Non-Party that produces Disclosure  
15 or Discovery Material in this Action.

16 3.13. Professional Vendors: persons or entities that provide litigation  
17 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
19 and their employees and subcontractors.

20 3.14. Protected Material: any Disclosure or Discovery Material that  
21 is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
22 ATTORNEYS’ EYES ONLY.”

23 3.15. Receiving Party: a Party that receives Disclosure or Discovery  
24 Material from a Producing Party.

#### 25 4. SCOPE

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

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

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

6  
7 5. DURATION

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

16 6. DESIGNATING PROTECTED MATERIAL

17 6.1. Exercise of Restraint and Care in Designating Material for  
18 Protection. Each Party or Non-Party that designates information or items for  
19 protection under this Order must take care to limit any such designation to specific  
20 material that qualifies under the appropriate standards. The Designating Party must  
21 designate for protection only those parts of material, documents, items, or oral or  
22 written communications that qualify so that other portions of the material,  
23 documents, items, or communications for which protection is not warranted are not  
24 swept unjustifiably within the ambit of this Order. Mass, indiscriminate, or  
25 routinized designations are prohibited. Designations that are shown to be clearly  
26 unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
27 encumber the case development process or to impose unnecessary expenses and  
28 burdens on other parties) may expose the Designating Party to sanctions.

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

4 6.2. Manner and Timing of Designations. Except as otherwise  
5 provided in this Order (see, e.g., second paragraph of section 6.2(a) below), or as  
6 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for  
7 protection under this Order must be clearly so designated before the material is  
8 disclosed or produced.

9 Designation in conformity with this Stipulated Protective Order  
10 requires:

11 (a) for information in documentary form (e.g., paper or electronic  
12 documents, but excluding transcripts of depositions or other pretrial or trial  
13 proceedings), that the Producing Party affix, at a minimum, the legend  
14 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
15 ONLY" to each page that contains Protected Material. If only a portion or  
16 portions of the material on a page qualifies for protection, the Producing Party  
17 also must clearly identify the protected portion(s) (e.g., by making appropriate  
18 markings in the margins).

19 A Party or Non-Party that makes original documents available for  
20 inspection need not designate them for protection until after the inspecting Party  
21 has indicated which documents it would like copied and produced. After the  
22 inspecting Party has identified the documents it wants copied and produced, the  
23 Producing Party must determine which documents, or portions thereof, qualify for  
24 protection under this Stipulated Protective Order. Then, before producing the  
25 specified documents, the Producing Party must affix the "CONFIDENTIAL" or  
26 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" legend to each  
27 page that contains Protected Material. If only a portion or portions of the material  
28



1 on a page qualifies for protection, the Producing Party also must clearly identify  
2 the protected portion(s) (e.g., by making appropriate markings in the margins).

3 (b) Parties or testifying persons or entities may designate depositions  
4 and other testimony with the appropriate designation by indicating on the record at  
5 the time the testimony is given or by sending written notice of how portions of the  
6 transcript of the testimony is designated within thirty (30) days of receipt of the  
7 transcript of the testimony. If no indication on the record is made, all information  
8 disclosed during a deposition shall be deemed “CONFIDENTIAL” until the time  
9 within which it may be appropriately designated as provided for herein has  
10 passed. Any Party that wishes to disclose the transcript, or information contained  
11 therein, may provide written notice of its intent to treat the transcript as non-  
12 confidential, after which time, any Party that wants to maintain any portion of the  
13 transcript as confidential must designate the confidential portions within thirty  
14 (30) days, or else the transcript may be treated as non-confidential.

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

22 6.3 Inadvertent Failures to Designate. If timely corrected, an  
23 inadvertent failure to designate qualified information or items does not, standing  
24 alone, waive the Designating Party’s right to secure protection under this  
25 Stipulated Protective Order for such material. Upon timely correction of a  
26 designation, the Receiving Party must make reasonable efforts to assure that the  
27 material is treated in accordance with the provisions of this Stipulated Protective  
28 Order.



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

7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

7.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1, *et seq.* Any discovery motion must strictly comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

7.3 Burden. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other Parties or Non-Parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all Parties and Non-Parties bound by this Stipulated Protective Order shall continue to afford the Protected Material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

8. ACCESS TO AND USE OF PROTECTED MATERIAL

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

1 When the Action has been terminated, a Receiving Party must comply with the  
2 provisions of Section 14 below (FINAL DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving  
4 Party at a location and in a secure manner that ensures that access is limited to the  
5 persons authorized under this Stipulated Protective Order.

6 8.2 Disclosure of “CONFIDENTIAL” Information or Items.

7 Unless otherwise ordered by the Court or permitted in writing by the Designating  
8 Party, a Receiving Party may disclose any information or item designated  
9 “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Counsel, as well as employees of said  
11 Counsel to whom it is reasonably necessary to disclose the information for this  
12 Action;

13 (b) the officers, directors, and employees (including House Counsel)  
14 of the Receiving Party to whom disclosure is reasonably necessary for this Action,  
15 provided that each such person has agreed to be bound by the provisions of the  
16 Stipulated Protective Order by signing a copy of the “Acknowledgment and  
17 Agreement to Be Bound” (Exhibit A);

18 (c) Experts of the Receiving Party to whom disclosure is reasonably  
19 necessary for this Action, provided that each such person has agreed to be bound  
20 by the provisions of the Stipulated Protective Order by signing a copy of the  
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (d) the Court, jury, and Court personnel;

23 (e) Court reporters, stenographers and videographers retained to  
24 record testimony taken in this Action;

25 (f) professional jury or trial consultants, mock jurors, and  
26 Professional Vendors to whom disclosure is reasonably necessary for this Action,  
27 provided that each such person has agreed to be bound by the provisions of the  
28

1 Stipulated Protective Order by signing a copy of the “Acknowledgment and  
2 Agreement to Be Bound” (Exhibit A);

3 (g) Any persons who:

4 (i) appear on the face of the designated Protected Material as an  
5 author, addressee or recipient thereof, or (ii) are witnesses during a deposition,  
6 court hearing, or trial where specific documentary or testimonial evidence  
7 establishes that the designated Protected Material was authored or received by the  
8 witness;

9 (h) during their depositions, witnesses, and attorneys for witnesses,  
10 in the Action to whom disclosure is reasonably necessary provided: (1) the  
11 deposing party requests that the witness agree to be bound by the provisions of the  
12 Stipulated Protective Order by signing the “Acknowledgment and Agreement to  
13 Be Bound” (Exhibit A); and (2) they will not be permitted to keep any Protected  
14 Material unless otherwise agreed by the Designating Party or ordered by the  
15 Court. Pages of transcribed deposition testimony or exhibits to depositions that  
16 reveal Protected Material may be separately bound by the court reporter and may  
17 not be disclosed to anyone except as permitted under this Stipulated Protective  
18 Order; and

19 (i) any mediator or settlement officer, and their supporting personnel,  
20 mutually agreed upon by any of the Parties engaged in settlement discussions.

21 8.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’  
22 EYES ONLY” Information or Items.

23 A Producing Party may only designate Disclosure or Discovery  
24 Material as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” if it  
25 contains or reflects information that is extremely confidential and/or sensitive in  
26 nature and the Producing Party reasonably believes that the disclosure of such  
27 Disclosure or Discovery Material is likely to cause economic harm or significant  
28 competitive disadvantage to the Producing Party.

1 Unless otherwise ordered by the Court or permitted in writing by the  
2 Designating Party, a Receiving Party may disclose any information or item  
3 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only  
4 to:

5 (a) the Receiving Party’s Counsel, as well as employees of said  
6 Counsel to whom it is reasonably necessary to disclose the information for this  
7 Action;

8 (b) Experts of the Receiving Party to whom disclosure is reasonably  
9 necessary for this Action, provided that each such person has agreed to be bound  
10 by the provisions of the Stipulated Protective Order by signing a copy of the  
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (c) the Court, jury, and Court personnel;

13 (d) Court reporters, stenographers and videographers retained to  
14 record testimony taken in this Action;

15 (e) Any persons who: (i) appear on the face of the designated  
16 Protected Material as an author, addressee or recipient thereof, or (ii) are  
17 witnesses during a deposition, court hearing, or trial where specific documentary  
18 or testimonial evidence establishes that the designated Protected Material was  
19 authored or received by the witness;

20 (f) professional jury or trial consultants and/or Professional Vendors  
21 to whom disclosure is reasonably necessary for this Action, provided that each  
22 such person has agreed to be bound by the provisions of the Stipulated Protective  
23 Order by signing a copy of the “Acknowledgment and Agreement to Be Bound”  
24 (Exhibit A); and

25 (g) any mediator or settlement officer, and their supporting personnel,  
26 mutually agreed upon by any of the Parties engaged in settlement discussions.

27  
28

1 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
2 OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other  
4 litigation that compels disclosure of any information or items designated in this  
5 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
6 EYES ONLY” that Party must:

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

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

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

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

24 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
25 PRODUCED IN THIS ACTION

26 (a) The terms of this Stipulated Protective Order are applicable to  
27 information produced by a Non-Party in this Action and designated as  
28 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
ONLY.” Such information produced by Non-Parties in connection with this

1 Action is protected by the remedies and relief provided by this Stipulated  
2 Protective Order. Nothing in these provisions should be construed as prohibiting a  
3 Non-Party from seeking additional protections.

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

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

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

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

16 (c) If the Non-Party fails to seek a protective order from this Court  
17 within fourteen (14) days of receiving the notice and accompanying information,  
18 the Receiving Party may produce the Non-Party's Protected Material responsive  
19 to the discovery request. If the Non-Party timely seeks a protective order, the  
20 Receiving Party shall not produce any of the Non-Party's Protected Material  
21 before a determination by the Court. Absent a Court order to the contrary, the  
22 Non-Party shall bear the burden and expense of seeking protection in this Court of  
23 its Protected Material.

24 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

1 best efforts to retrieve all unauthorized copies of the Protected Material, (c)  
2 inform the person or persons to whom unauthorized disclosures were made of all  
3 the terms of this Stipulated Protective Order, and (d) request such person or  
4 persons to execute the "Acknowledgment and Agreement to Be Bound" that is  
5 attached hereto as Exhibit A.

6  
7 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
8 PROTECTED MATERIAL

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

19 13. MISCELLANEOUS

20 13.1 Right to Further Relief. Nothing in this Stipulated Protective  
21 Order abridges the right of any person to seek its modification by the Court in the  
22 future.

23 13.2 Right to Assert Other Objections. By stipulating to the entry  
24 of this Stipulated Protective Order, no Party waives any right it otherwise would  
25 have to object to disclosing or producing any information or item on any ground  
26 not addressed in this Stipulated Protective Order. Similarly, no Party waives any  
27 right to object on any ground to use in evidence of any of the Protected Material  
28 covered by this Stipulated Protective Order.



1           13.3 Filing Protected Material. A Party that seeks to file under seal  
2 any Protected Material must comply with Civil Local Rule 79-5. Protected  
3 Material may only be filed under seal pursuant to a Court order authorizing the  
4 sealing of the specific Protected Material at issue; good cause must be shown in  
5 the request to file under seal. If a Party's request to file Protected Material under  
6 seal is denied by the Court, then the Receiving Party may file the information in  
7 the public record unless otherwise instructed by the Court.

8  
9 14. FINAL DISPOSITION

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

1 15. Any violation of this Stipulated Protective Order may be punished by any and  
2 all appropriate measures including, without limitation, contempt proceedings  
3 and/or monetary sanctions.  
4

5  
6  
7 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
8

9 DATED: November 10, 2015

10 /s/ Michael N. Cohen  
11 Michael N. Cohen  
12 Attorneys for Plaintiff/Counterdefendants  
13 FD9 GROUP, INC.

14 DATED: November 10, 2015

15 /s/ Caroline H. Mankey  
16 Caroline H. Mankey  
17 Attorneys for Defendant and  
18 Counterclaimant Bangle Jangle, LLC

19 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
20

21 DATED: November 12, 2015

22 \_\_\_\_\_  
23 / s / Alka Sagar  
24 Honorable Alka Sagar  
25 United States Magistrate Judge  
26  
27  
28

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

EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of *FD9 Group Inc. v. Bangle Jangle LLC*, Case No. 2:15-cv-00512 BRO (ASx).

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: \_\_\_\_\_