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

OPERA GALLERY TRADING LTD., a Cyprus limited liability company; and NAJELL INVESTMENTS LTD., a Cyprus limited liability company, as trustee of THE GLOBAL ART PRIVATE TRUST, a Cyprus trust,

Plaintiffs,

vs.

GOLDEN TRADE FINE ART INC., a New York corporation; and GAILORD BOVRISSE, an individual, RUBIN ASSOCIATES INTERNATIONAL, P.C. a New York professional corporation, and NATHALIE A. BIJU-DUVAL and Does 1 through 10,

Defendants.

Case No. CV 15-569-SVW (KS)

**PROTECTIVE ORDER ENTERED  
PURSUANT TO STIPULATION OF  
THE PARTIES**

**Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and based on the parties’ Stipulation On Two-Tiered Protective Order (“Stipulation”) filed on March 11, 2016 and their Joint Statement in support of the Stipulation, which was filed on March 22, 2016, the terms of the protective order to which the parties have agreed are adopted as a protective order of this Court (which generally shall govern the pretrial phase of this action) except to the extent, as**

1 set forth below, that those terms have been modified by the Court's  
2 amendment of paragraphs 2, 3(a), 4, 5(c), 6(h), 7, and 10(c) of, and the addition  
3 of paragraph 20 to, the Stipulation.

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

7  
8 **1. PURPOSES AND LIMITATIONS**

9 The parties to the above-captioned lawsuit possess information related to the  
10 subject matter of this action that is confidential, and they recognize that in the course  
11 of discovery proceedings, it may be necessary to disclose such information.

12 Good cause exists for entry of this Protective Order as the Disclosure and  
13 discovery activity in this action are likely to involve production of confidential,  
14 proprietary, or private information for which special protection from public  
15 disclosure and from use for any purpose other than prosecuting this litigation may be  
16 warranted. This Order does not confer blanket protections on all disclosures or  
17 responses to discovery and that the protection it affords from public disclosure and  
18 use extends only to the limited information or items that are entitled to confidential  
19 treatment under the applicable legal principles.

20 **2. SCOPE OF PROTECTION**

21 This Protective Order shall govern any record of information produced in this  
22 action and designated pursuant to this Protective Order, including all designated  
23 deposition testimony, ~~all designated testimony taken at a hearing or other~~  
24 ~~proceeding~~, all designated deposition exhibits, interrogatory answers, admissions,  
25 documents, and other discovery materials, whether produced informally or in  
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27 <sup>1</sup> The Court's additions to the agreed terms of the Protective Order are generally indicated in bold  
28 typeface, and the Court's deletions are indicated by lines through the text being deleted.

1 response to interrogatories, requests for admissions, requests for production of  
2 documents or other methods of discovery.

3 This Protective Order shall also govern any designated record of information  
4 produced in this action pursuant to required disclosures under any federal procedural  
5 rule or local rule of the Court and any supplementary disclosures thereto.

6 This Protective Order shall apply to the parties and to any nonparty from  
7 whom discovery may be sought who desires the protection of this Protective Order.

8 **3. DEFINITIONS**

9 (a) The term PROTECTED INFORMATION shall mean trade secrets,  
10 confidential, proprietary, technical, scientific, financial, business, health, or medical  
11 information designated as ~~such~~ **CONFIDENTIAL INFORMATION** or  
12 **CONFIDENTIAL INFORMATION – ATTORNEYS EYES ONLY** by the  
13 producing party.

14 (b) The term CHALLENGING PARTY shall mean a party or non-party to  
15 this litigation that challenges the designation of information or items under this  
16 Order.

17 (c) The term DESIGNATING PARTY shall mean a party or a non-party  
18 that designates information or items that it produces in disclosures or in responses to  
19 discovery as, alternatively, **CONFIDENTIAL INFORMATION** or  
20 **CONFIDENTIAL INFORMATION – ATTORNEYS EYES ONLY**.

21 (d) The term **CONFIDENTIAL INFORMATION – ATTORNEYS EYES**  
22 **ONLY** shall mean PROTECTED INFORMATION that is so designated by the  
23 producing party. The designation **CONFIDENTIAL – ATTORNEYS EYES ONLY**  
24 may be used only for the following types of past, current or future PROTECTED  
25 INFORMATION: (1) sensitive technical information, including current research,  
26 development and manufacturing information and patent prosecution information, (2)  
27 sensitive business information, including highly sensitive financial or marketing  
28 information and the identity of suppliers, distributors and potential or actual

1 customers, (3) competitive technical information, including technical analyses or  
2 comparisons of competitor's products or services, (4) competitive business  
3 information, including non-public financial or marketing analyses or comparisons of  
4 competitor's products, services and strategic product planning, (5) trade secrets,  
5 including, but not limited to, customer lists, customer retention strategies, marketing  
6 strategies, proprietary commercial methods and approaches, commercial application  
7 forms and submissions, financial analysis techniques, or (6) any other PROTECTED  
8 INFORMATION the disclosure of which to non-qualified people subject to this  
9 Protective Order the DESIGNATING PARTY reasonably and in good faith believes  
10 would likely cause harm to the DESIGNATING PARTY.

11 (e) The term CONFIDENTIAL INFORMATION shall mean all  
12 PROTECTED INFORMATION that is not designated as CONFIDENTIAL  
13 INFORMATION – ATTORNEYS EYES ONLY information.

14 (f) The term TECHNICAL ADVISOR shall refer to any person who is  
15 not a party to this action and/or not formerly, presently, potentially or anticipated to  
16 be employed by the receiving party or a company affiliated through common  
17 ownership or a competing company, whom has been designated by the receiving  
18 party to receive DESIGNATING PARTY's PROTECTED INFORMATION,  
19 including CONFIDENTIAL INFORMATION- ATTORNEYS EYES ONLY, and  
20 CONFIDENTIAL INFORMATION. Each party's TECHNICAL ADVISORS shall  
21 be limited to such person as, in the judgment of that party's counsel, are reasonably  
22 necessary for development and presentation of that party's case. These persons  
23 include outside experts or consultants retained to provide technical or other expert  
24 services such as expert testimony or otherwise assist in trial preparation.

25 (g) The term QUALIFIED RECIPIENT means

26 i. For CONFIDENTIAL INFORMATION - ATTORNEYS  
27 EYES ONLY:

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- Outside counsel of record for the parties in this action, and the partners, associates, secretaries, paralegal assistants, and employees of such counsel to the extent reasonably necessary to render professional services in the action, outside copying services, document management services and graphic services;
- Court officials involved in this action (including court reporters, persons operating video recording equipment at depositions, and any special master appointed by the Court);
- Any person designated by the Court in the interest of justice, upon such terms as the Court may deem proper;
- Any outside TECHNICAL ADVISOR employed by the outside counsel of record, subject to the requirements and limitations herein; and
- Any witness during the course of discovery, so long as it is stated on the face of each document designated CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY being disclosed that the witness to whom a party is seeking to disclose the document was either an author, recipient, or otherwise involved in the creation of the document. Where it is not stated on the face of the confidential document being disclosed that the witness to whom a party is seeking to disclose the document was either an author, recipient, or otherwise involved in the creation of the document, the party seeking disclosure may nonetheless disclose the confidential document to the witness, provided that: (i) the party seeking disclosure has a reasonable basis for believing that the witness in fact received or reviewed the document, (ii) the party seeking disclosure provides advance

1 notice to the party that produced the document, and (iii) the  
2 party that produced the document does not inform the party  
3 seeking disclosure that the person to whom the party intends to  
4 disclose the document did not in fact receive or review the  
5 documents. Nothing herein shall prevent disclosure at a  
6 deposition of a document designated CONFIDENTIAL  
7 INFORMATION - ATTORNEYS EYES ONLY to the  
8 officers, directors, and managerial level employees of the  
9 party producing such CONFIDENTIAL INFORMATION -  
10 ATTORNEYS EYES ONLY, or to any employee of such  
11 party who has access to such CONFIDENTIAL  
12 INFORMATION - ATTORNEYS EYES ONLY in the  
13 ordinary course of such employee's employment.

14 ii. For CONFIDENTIAL INFORMATION:

- 15 • Those persons listed in paragraph 2(g)(i);
- 16 • In-house counsel for a party to this action who are acting in a  
17 legal capacity and who are actively engaged in the conduct of  
18 this action, and the secretary and paralegal assistants of such  
19 counsel to the extent reasonably necessary;
- 20 • The insurer of a party to litigation and employees of such  
21 insurer to the extent reasonably necessary to assist the party 's  
22 counsel to afford the insurer an opportunity to investigate and  
23 evaluate the claim for purposes of determining coverage and  
24 for settlement purposes; and
- 25 • Employees of the parties.

#### 26 **4. SCOPE**

27 The protections conferred by this Protective Order cover not only  
28 PROTECTED INFORMATION (as defined above), but also (1) any information

1 copied or extracted from PROTECTED INFORMATION; (2) all copies, excerpts,  
2 summaries, or compilations of PROTECTED INFORMATION; and (3) any  
3 testimony, conversations, or presentations by parties or their counsel that might  
4 reveal PROTECTED INFORMATION. However, the protections conferred by this  
5 Protective Order do not cover the following information: (a) any information that is  
6 in the public domain at the time of disclosure to a Receiving Party or becomes part  
7 of the public domain after its disclosure to a Receiving Party as a result of  
8 publication not involving a violation of this Order, including becoming part of the  
9 public record through trial or otherwise; and (b) any information known to the  
10 Receiving Party prior to the disclosure or obtained by the Receiving Party after the  
11 disclosure from a source who obtained the information lawfully and under no  
12 obligation of confidentiality to the Designating Party.

13 **This Order does not govern the use of Protected Information at trial.**  
14 Any use of Protected Material at trial shall be governed by a separate agreement or  
15 order.

16 **5. DISCLOSURE AGREEMENTS**

17 (a) Each party's TECHNICAL ADVISOR shall sign a disclosure  
18 agreement in the form attached hereto as Exhibit A. Copies of any disclosure  
19 agreement in the form of Exhibit A signed by any person or entity to whom  
20 PROTECTED INFORMATION is disclosed shall be provided to the other party  
21 promptly after execution by facsimile and overnight mail. No disclosures shall be  
22 made to a TECHNICAL ADVISOR for a period of five (5) business days after the  
23 disclosure agreement is provided to the other party.

24 (b) The parties may not designate any particular expert or TECHNICAL  
25 ADVISOR whose access to DESIGNATING PARTY's PROTECTED  
26 INFORMATION could conceivably result in the circumvention of the protections  
27 afforded to DESIGNATING PARTY's PROTECTED INFORMATION under this  
28 Protective Order.

1 (c) Before any PROTECTED INFORMATION is disclosed to outside  
2 TECHNICAL ADVISORS, the following information must be provided in writing  
3 to the producing party and received no less than five (5) business days before the  
4 intended date of disclosure to that outside TECHNICAL ADVISOR: the identity of  
5 that outside TECHNICAL ADVISOR; the scope of relevant topics and purposes for  
6 retaining the TECHNICAL ADVISOR; business address and/or affiliation and a  
7 current curriculum vitae of the TECHNICAL ADVISOR, and, if not contained in  
8 the TECHNICAL ADVISOR's curriculum vitae, a brief description, including  
9 education, present and past employment and general areas of expertise of the  
10 TECHNICAL ADVISOR. If the producing party objects to disclosure of  
11 PROTECTED INFORMATION to an outside TECHNICAL ADVISOR, the  
12 producing party shall within five (5) business days of receipt serve written  
13 objections identifying the specific basis for the objection, and particularly  
14 identifying all information to which disclosure is objected. Failure to object within  
15 five (5) business days shall authorize the disclosure of PROTECTED  
16 INFORMATION to the TECHNICAL ADVISOR. As to any objections, the parties  
17 shall attempt in good faith to promptly resolve any objections informally. If the  
18 objections cannot be resolved, the party seeking to prevent disclosure of the  
19 PROTECTED INFORMATION to the TECHNICAL ADVISOR shall move within  
20 five (5) business days for an Order of the Court preventing the disclosure. The  
21 burden of proving that the designation is proper shall be upon the ~~producing~~  
22 **designating** party. If no such motion is made within five (5) business days,  
23 disclosure to the TECHNICAL ADVISOR shall be permitted. In the event that  
24 objections are made and not resolved informally and a motion is filed, disclosure of  
25 PROTECTED INFORMATION to the TECHNICAL ADVISOR shall not be made  
26 except by Order of the Court.

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1 (d) Any disclosure agreement executed by any person affiliated with a  
2 party shall be provided to any other party who, based upon a good faith belief that  
3 there has been a violation of this order, requests a copy.

4 (e) No party shall attempt to depose any TECHNICAL ADVISOR until  
5 such time as the TECHNICAL ADVISOR is formally designated by the party  
6 engaging the TECHNICAL ADVISOR as a testifying expert. Notwithstanding the  
7 preceding sentence, any party may depose a TECHNICAL ADVISOR as a fact  
8 witness provided that the party seeking such deposition has a good faith,  
9 demonstrable basis independent of the disclosure agreement of Exhibit A or the  
10 information provided under subparagraph (a) above that such person possesses facts  
11 relevant to this action, or facts likely to lead to the discovery of admissible evidence;  
12 however, such deposition, if it precedes the designation of such person by the  
13 engaging party as a testifying expert, shall not include any questions regarding the  
14 scope or subject matter of the engagement. In addition, if the engaging party  
15 chooses not to designate the TECHNICAL ADVISOR as a testifying expert, the  
16 non-engaging party shall be barred from seeking discovery or trial testimony as to  
17 the scope or subject matter of the engagement.

18 **6. DESIGNATION OF INFORMATION**

19 (a) Documents and things produced or furnished during the course of this  
20 action shall be designated as containing CONFIDENTIAL INFORMATION by  
21 placing on each page, each document (whether in paper or electronic form), or each  
22 thing a legend substantially as follows:

23 CONFIDENTIAL INFORMATION

24 (b) Documents and things produced or furnished during the course of this  
25 action shall be designated as containing information which is CONFIDENTIAL  
26 INFORMATION – ATTORNEYS EYES ONLY by placing on each page, each  
27 document (whether in paper or electronic form), or each thing a legend substantially  
28 as follows:

1 CONFIDENTIAL INFORMATION – ATTORNEYS EYES ONLY

2 (c) During discovery a producing party shall have the option to require  
3 that all or batches of materials be treated as containing CONFIDENTIAL  
4 INFORMATION – ATTORNEYS EYES ONLY during inspection and to make its  
5 designation as to particular documents and things at the time copies of documents  
6 and things are furnished.

7 (d) A DESIGNATING PARTY may designate information disclosed at a  
8 deposition as CONFIDENTIAL INFORMATION or CONFIDENTIAL  
9 INFORMATION – ATTORNEYS EYES ONLY by requesting the reporter to so  
10 designate the transcript at the time of the deposition.

11 (e) A DESIGNATING PARTY shall designate its discovery responses,  
12 responses to requests for admissions, briefs, memoranda, and all other papers sent to  
13 the court or to opposing counsel as containing CONFIDENTIAL INFORMATION  
14 or CONFIDENTIAL INFORMATION – ATTORNEYS EYES ONLY when such  
15 papers are served or sent.

16 (f) A DESIGNATING PARTY shall designate information disclosed at a  
17 hearing or trial as CONFIDENTIAL INFORMATION or as CONFIDENTIAL  
18 INFORMATION – ATTORNEYS EYES ONLY by requesting the court, at the time  
19 the information is proffered or adduced, to receive the information only in the  
20 presence of those persons designated to receive such information and court  
21 personnel, and to designate the transcript appropriately.

22 (g) The parties will use reasonable care to avoid designating any  
23 documents or information as CONFIDENTIAL INFORMATION or as  
24 CONFIDENTIAL INFORMATION – ATTORNEYS EYES ONLY that is not  
25 entitled to such designation or which is generally available to the public. The parties  
26 shall designate only that part of a document or deposition that is CONFIDENTIAL  
27 INFORMATION or CONFIDENTIAL INFORMATION – ATTORNEYS EYES  
28 ONLY, rather than the entire document or deposition. For example, if a party claims

1 that a document contains pricing information that is CONFIDENTIAL –  
2 ATTORNEYS EYES ONLY, the party will designate only that part of the document  
3 setting forth the specific pricing information as ATTORNEYS EYES ONLY, rather  
4 than the entire document.

5 ~~(h) In multi party cases, Plaintiffs and/or Defendants shall further be able~~  
6 ~~to designate documents as CONFIDENTIAL INFORMATION NOT TO BE~~  
7 ~~DISCLOSED TO OTHER PLAINTIFFS or CONFIDENTIAL INFORMATION~~  
8 ~~NOT TO BE DISCLOSED TO OTHER DEFENDANTS for other documents that~~  
9 ~~shall not be disclosed to other parties.~~

10 **7. DISCLOSURE AND USE OF PROTECTED INFORMATION**

11 **Unless otherwise ordered by the court or permitted in writing by the**  
12 **Designating Party, a Receiving Party may disclose Protected Information only**  
13 **to the Court and its personnel and to Qualified Recipients. PROTECTED**  
14 **INFORMATION that has been designated CONFIDENTIAL INFORMATION or**  
15 **as CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY shall be**  
16 **disclosed to the receiving party only by way of QUALIFIED RECIPIENTS and**  
17 **stored and maintained in a secure manner. All QUALIFIED RECIPIENTS shall**  
18 **hold such information received from the disclosing party in a secure manner and in**  
19 **confidence, shall use the information only for purposes of this action and for no**  
20 **other action, and shall not use it for any business or other commercial purpose, and**  
21 **shall not use it for filing or prosecuting any patent application (of any type), patent**  
22 **reissue or reexamination request, or other intellectual property application and shall**  
23 **not disclose it to any person, except as hereinafter provided. All information that**  
24 **has been designated CONFIDENTIAL INFORMATION or as CONFIDENTIAL**  
25 **INFORMATION - ATTORNEYS EYES ONLY shall be carefully maintained so as**  
26 **to preclude access by persons who are not qualified to receive such information**  
27 **under the terms of this Order.**

1       ~~In multi party cases, documents designated as CONFIDENTIAL~~  
2 ~~INFORMATION or CONFIDENTIAL INFORMATION - ATTORNEYS EYES~~  
3 ~~ONLY shall not be disclosed to other plaintiffs and/or defendants.~~

4       **8. USE OF PROTECTED INFORMATION IN LITIGATION**

5       (a) In the event that any receiving party's briefs, memoranda, discovery  
6 requests, requests for admission or other papers of any kind which are served or  
7 filed shall include a DESIGNATING PARTY'S PROTECTED INFORMATION,  
8 the papers shall be appropriately designated pursuant to paragraph 5 and shall be  
9 treated accordingly.

10       (b) All documents, including attorney notes and abstracts, which contain a  
11 DESIGNATING PARTY'S PROTECTED INFORMATION, shall be handled as if  
12 they were designated pursuant to paragraph 5.

13       (c) Documents, papers and transcripts filed with the court which contain a  
14 DESIGNATING PARTY'S PROTECTED INFORMATION shall be filed in sealed  
15 envelopes and labeled according to local rules.

16       (d) To the extent that documents are reviewed by a receiving party prior to  
17 production, any knowledge learned during the review process will be treated by the  
18 receiving party as CONFIDENTIAL INFORMATION - ATTORNEYS EYES  
19 ONLY until such time as the documents have been produced, at which time any  
20 stamped classification will control. No photograph or any other means of  
21 duplication, including but not limited to electronic means, of materials provided for  
22 review prior to production is permitted before the documents are produced with the  
23 appropriate stamped classification.

24       (e) In the event that any question is asked at a deposition with respect to  
25 which a party asserts that the answer requires the disclosure of CONFIDENTIAL  
26 INFORMATION or CONFIDENTIAL INFORMATION - ATTORNEYS EYES  
27 ONLY, such question shall nonetheless be answered by the witness fully and  
28 completely. Prior to answering, however, all persons present shall be advised of this

1 Order by the party making the confidentiality assertion and, in the case of  
2 information designated as CONFIDENTIAL INFORMATION - ATTORNEYS  
3 EYES ONLY at the request of such party, all persons who are not allowed to obtain  
4 such information pursuant to this Order, other than the witness, shall leave the room  
5 during the time in which this information is disclosed or discussed.

6 (f) Nothing in this Protective Order shall bar or otherwise restrict outside  
7 counsel from rendering advice to his or her client with respect to this action and, in  
8 the course thereof, from relying in a general way upon his examination of materials  
9 designated CONFIDENTIAL INFORMATION or CONFIDENTIAL  
10 INFORMATION - ATTORNEYS EYES ONLY, provided, however, that in  
11 rendering such advice and in otherwise communicating with his or her clients, such  
12 counsel shall not disclose the specific contents of any materials designated  
13 CONFIDENTIAL INFORMATION or CONFIDENTIAL INFORMATION -  
14 ATTORNEYS EYES ONLY.

15 **9. INADVERTENT FAILURE TO DESIGNATE**

16 (a) In the event that a DESIGNATING PARTY inadvertently fails to  
17 designate any of its information pursuant to paragraph 4, it may later designate by  
18 notifying the receiving parties in writing. The receiving parties shall take reasonable  
19 steps to see that the information is thereafter treated in accordance with the  
20 designation.

21 (b) It shall be understood however, that no person or party shall incur any  
22 liability hereunder with respect to disclosure that occurred prior to receipt of written  
23 notice of a belated designation.

24 **10. CHALLENGES TO DESIGNATION**

25 (a) Any receiving party may challenge a DESIGNATING PARTY's  
26 designation at any time. Receiving party thereby becomes a CHALLENGING  
27 PARTY under this protective order. A failure of any party to expressly challenge a  
28 designation shall not constitute a waiver of the right to assert at any subsequent time

1 that the same is not in-fact confidential or not an appropriate designation for any  
2 reason.

3 (b) Notwithstanding anything set forth herein, any CHALLENGING  
4 PARTY may disagree with the designation of any information received from the  
5 DESIGNATING PARTY as CONFIDENTIAL INFORMATION or  
6 CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY. In that case,  
7 any CHALLENGING PARTY desiring to disclose or to permit inspection of the  
8 same otherwise than is permitted in this Order, may request the DESIGNATING  
9 PARTY in writing to change the designation, stating the reasons in that request. The  
10 DESIGNATING PARTY shall then have five (5) business days from the date of  
11 receipt of the notification to:

- 12 i. advise the CHALLENGING PARTY whether or not it persists in such  
13 designation; and
- 14 ii. if it persists in the designation, to explain the reason for the particular  
15 designation.

16 (c) If its request under subparagraph (b) above is turned down, or if no  
17 response is made within five (5) business days after receipt of notification, any  
18 DESIGNATING PARTY may then move the court for a protective order or any  
19 other order to maintain the designation. The burden **and expense** of proving that the  
20 designation is proper shall be upon the DESIGNATING PARTY. If no such motion  
21 is made within five (5) business days, the information will be de-designated to the  
22 category requested by the CHALLENGING PARTY. In the event objections are  
23 made and not resolved informally and a motion is filed, disclosure of information  
24 shall not be made until the issue has been resolved by the Court (or to any limited  
25 extent upon which the parties may agree). Further, no party shall be obligated to  
26 challenge the propriety of any designation when made, and failure to do so shall not  
27 preclude a subsequent challenge to the propriety of such designation.

28

1 (d) With respect to requests and applications to remove or change a  
2 designation, information shall not be considered confidential or proprietary to the  
3 DESIGNATING PARTY if:

- 4 i. the information in question has become available to the public through  
5 no violation of this Order; or
- 6 ii. the information was known to any CHALLENGING PARTY prior to  
7 its receipt from the DESIGNATING PARTY; or
- 8 iii. the information was received by any CHALLENGING PARTY  
9 without restrictions on disclosure from a third party having the right to  
10 make such a disclosure.

11 **11. INADVERTENTLY PRODUCED PROTECTED**  
12 **INFORMATION**

13 The parties hereto also acknowledge that, regardless of the producing party's  
14 diligence, an inadvertent production of privileged materials or PROTECTED  
15 INFORMATION may occur. In accordance with Fed. R. Civ. P. 26(b)(5) and Fed.  
16 R. Evid. 502, the parties therefore agree that if a party produces or provides  
17 discovery through inadvertence that it believes is PROTECTED INFORMATION  
18 or otherwise subject to a claim of attorney-client privilege or attorney work product,  
19 the producing party may give written notice to the receiving party that the document  
20 or thing is PROTECTED INFORMATION under this Protective Order or otherwise  
21 subject to a claim of attorney-client privilege or attorney work product and request  
22 that the document or thing be returned to the DESIGNATING PARTY. The  
23 receiving party shall return to the producing party such document or thing. Return of  
24 the document or thing shall not constitute an admission or concession, or permit any  
25 inference, that the returned document or thing is, in fact, PROTECTED  
26 INFORMATION or otherwise properly subject to a claim of attorney-client  
27 privilege or attorney work product, nor shall it foreclose any party from moving the  
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1 Court pursuant to Fed. R. Civ. P. 26(b)(5) and Fed. R. Evid. 502 for an Order that  
2 such document or thing has been improperly designated or should be produced.

3 **12. INADVERTENT DISCLOSURE**

4 In the even a party inadvertently disclosures PROTECTED INFORMATION  
5 to a non-QUALIFIED RECIPIENT, the party making the inadvertent disclosure  
6 shall promptly upon learning of the disclosure: (i) notify the person to whom the  
7 disclosure was made that it contains CONFIDENTIAL INFORMATION or  
8 CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY subject to this  
9 Order; (ii) make all reasonable efforts to preclude dissemination or use of the  
10 PROTECTED INFORMATION by the person to whom disclosure was  
11 inadvertently made including, but not limited to, obtaining all copies of such  
12 materials from the non-QUALIFIED RECIPIENT; and (iii) notify the  
13 DESIGNATING PARTY of the identity of the person to whom the disclosure was  
14 made, the circumstances surrounding the disclosure, and the steps taken to ensure  
15 against the dissemination or use of the information.

16 **13. LIMITATION**

17 This Order shall be without prejudice to any party's right to assert at any time  
18 that any particular information or document is or is not subject to discovery,  
19 production or admissibility on the grounds other than confidentiality.

20 **14. CONCLUSION OF THE ACTION**

21 (a) At the conclusion of this action, including through all appeals, each  
22 party or other person subject to the terms hereof shall be under an obligation to  
23 destroy or return to the DESIGNATING PARTY all materials and documents  
24 containing PROTECTED INFORMATION and to certify to the DESIGNATING  
25 PARTY such destruction or return. Such return or destruction shall not relieve said  
26 parties or persons from any of the continuing obligations imposed upon them by this  
27 Order.

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1 (b) After this action, trial counsel for each party may retain one archive  
2 copy of all documents and discovery material even if they contain or reflect a  
3 DESIGNATING PARTY'S PROTECTED INFORMATION. Such archive copies  
4 shall remain subject to all obligations of this Order.

5 (c) The provisions of this paragraph shall not be binding on the United  
6 States, any insurance company, or any other party to the extent that such provisions  
7 conflict with applicable Federal or State law. The Department of Justice, any  
8 insurance company, or any other party shall notify the producing party in writing of  
9 any such conflict it identifies in connection with a particular matter so that such  
10 matter can be resolved either by the parties or by the Court.

11 **15. PRODUCTION BY THIRD PARTIES PURSUANT TO**  
12 **SUBPOENA**

13 Any third party producing documents or things or giving testimony in this  
14 action pursuant to a subpoena, notice or request may designate said documents,  
15 things, or testimony as CONFIDENTIAL INFORMATION or CONFIDENTIAL  
16 INFORMATION - ATTORNEYS EYES ONLY. The parties agree that they will  
17 treat CONFIDENTIAL INFORMATION or CONFIDENTIAL INFORMATION -  
18 ATTORNEYS EYES ONLY produced by third parties according to the terms of this  
19 Order.

20 **16. COMPULSORY DISCLOSURE TO THIRD PARTIES**

21 If any receiving party is subpoenaed in another action or proceeding or served  
22 with a document or testimony demand or a court order, and such subpoena or  
23 demand or court order seeks CONFIDENTIAL INFORMATION or  
24 CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY of a  
25 DESIGNATING PARTY, the receiving party shall give prompt written notice to  
26 counsel for the DESIGNATING PARTY and allow the DESIGNATING PARTY an  
27 opportunity to oppose such subpoena or demand or court order prior to the deadline  
28 for complying with the subpoena or demand or court order. No compulsory

1 disclosure to third parties of information or material exchanged under this Order  
2 shall be deemed a waiver of any claim of confidentiality, except as expressly found  
3 by a court or judicial authority of competent jurisdiction.

4 **17. JURISDICTION TO ENFORCE PROTECTIVE ORDER**

5 After the termination of this action, the Court will continue to have  
6 jurisdiction to enforce this Order.

7 **18. MODIFICATION OF PROTECTIVE ORDER**

8 This Order is without prejudice to the right of any person or entity to seek a  
9 modification of this Order at any time either through stipulation or Order of the  
10 Court.

11 **19. CONFIDENTIALITY OF PARTY'S OWN DOCUMENTS**

12 Nothing herein shall affect the right of the DESIGNATING PARTY to  
13 disclose to its officers, directors, employees, attorneys, consultants or experts, or to  
14 any other person, its own PROTECTED INFORMATION. Such disclosure shall not  
15 waive the protections of this Protective Order and shall not entitle other parties or  
16 their attorneys to disclose such information in violation of it, unless by such  
17 disclosure of the DESIGNATING PARTY the information becomes public  
18 knowledge. Similarly, the Protective Order shall not preclude a party from showing  
19 its own information, including its own information that is filed under seal by a party,  
20 to its officers, directors, employees, attorneys, consultants or experts, or to any other  
21 person.

22 **20. OTHER COURT PROCEEDINGS**

23 **Nothing in this Protective Order should be construed as authorizing a**  
24 **Receiving Party in this action to disobey a lawful directive from another court.**

25 IT IS SO ORDERED.

26  
27 DATED: March 23, 2016

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KAREN L. STEVENSON  
UNITED STATES MAGISTRATE JUDGE

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**EXHIBIT A/DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, am employed by \_\_\_\_\_. In connection with this action, I am: \_\_\_\_\_ a director, officer or employee of \_\_\_\_\_ who is directly assisting in this action; \_\_\_\_\_ have been retained to furnish technical or other expert services or to give testimony (a "TECHNICAL ADVISOR"); \_\_\_\_\_ Other Qualified Recipient (as defined in the Protective Order) (Describe: \_\_\_\_\_)

I have read, and understand and agree to comply with and be bound by the terms of the Protective Order in the matter of *Opera Gallery Trading Ltd. et al. v. Golden Trade Fine Art, Inc., et al.*, USDC CD Cal., Civil Case No. 2:15-cv-00569-SVW-RZx, pending in the United States District Court for the Central District of California. I further state that the Protective Order entered by the Court, a copy of which has been given to me and which I have read, prohibits me from using or disclosing any PROTECTED INFORMATION, including documents, for any purpose not appropriate or necessary to my participation in this action or disclosing such documents or information to any person not entitled to receive them under the terms of the Protective Order. To the extent I have been given access to PROTECTED INFORMATION, I will not in any way disclose, discuss, or exhibit such information except to those persons whom I know (a) are authorized under the Protective Order to have access to such information, and (b) have executed a Disclosure Agreement. I will return, on request, all materials containing PROTECTED INFORMATION, copies thereof and notes that I have prepared relating thereto, to counsel for the party with whom I am associated. I agree to be

1 bound by the Protective Order in every aspect and to be subject to the jurisdiction of  
2 the United States District Court for the Central District of California, for purposes of  
3 its enforcement and the enforcement of my obligations under this Disclosure  
4 Agreement. I declare under penalty of perjury that the foregoing is true and correct.

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Signed by Recipient

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Name (printed)

Date: