

1 Stephen M. Doniger (SBN 179314)
 stephen@donigerlawfirm.com
 2 Scott A. Burroughs (SBN 235718)
 scott@donigerlawfirm.com
 3 Trevor W. Barrett (SBN 287174)
 tbarrett@donigerlawfirm.com
 4 DONIGER / BURROUGHS
 5 603 Rose Avenue
 6 Venice, California 90291
 7 Telephone: (310) 590-1820
 Attorneys for Plaintiff
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9 **UNITED STATES DISTRICT COURT**
 10 **CENTRAL DISTRICT OF CALIFORNIA**

12 GOLD VALUE INTERNATIONAL
 13 TEXTILE, INC.,

14 Plaintiff,

15 vs.

17 CHARLOTTE RUSSE, INC.; et al.,

18 Defendants.
 19

Case No.: CV 15-03854-SVW-JCx

**AMENDED STIPULATED
 PROTECTIVE ORDER**

**[CHANGES MADE BY COURT TO
 PARAGRAPHS 8.2, 8.3, 9, AND 12.2,
 AND EXHIBIT A]**

20 Having considered the parties' pleadings on file to date, and the parties'
 21 jointly submitted Amended Stipulated Protective Order to govern the handling of
 22 information and materials produced in the course of discovery or filed with the
 23 Court in this action, the Court determines as follows:

24 **GOOD CAUSE STATEMENT**

25 It is the intent of the parties and the Court that information will not be
 26 designated as confidential for tactical reasons in this case and that nothing shall be
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1 designated without a good faith belief that there is good cause why it should not be
2 part of the public record of this case. Examples of confidential information that the
3 parties may seek to protect from unrestricted or unprotected disclosure include:

- 4 (a) Information that is the subject of a non-disclosure or
5 confidentiality agreement or obligation;
- 6 (b) The names, or other information tending to reveal the identity
7 of a party's supplier, designer, distributor, or customer;
- 8 (c) Agreements with third-parties, including license agreements,
9 distributor agreements, manufacturing agreements, design
10 agreements, development agreements, supply agreements, sales
11 agreements, or service agreements;
- 12 (d) Research and development information;
- 13 (e) Proprietary engineering or technical information, including
14 product design, manufacturing techniques, processing
15 information, drawings, memoranda and reports;
- 16 (f) Information related to budgets, sales, profits, costs, margins,
17 licensing of technology or designs, product pricing, or other
18 internal financial/accounting information, including non-public
19 information related to financial condition or performance and
20 income or other non-public tax information;
- 21 (g) Information related to internal operations including personnel
22 information;
- 23 (h) Information related to past, current and future product
24 development;
- 25 (i) Information related to past, current and future market analyses
26 and business and marketing development, including plans,
27 strategies, forecasts and competition; and
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1 (j) Trade secrets (as defined by the jurisdiction in which the
2 information is located).

3 Unrestricted or unprotected disclosure of such confidential technical,
4 commercial or personal information would result in prejudice or harm to the
5 producing party by revealing the producing party's competitive confidential
6 information, which has been developed at the expense of the producing party and
7 which represents valuable tangible and intangible assets of that party.

8 Additionally, privacy interests must be safeguarded. Accordingly, the parties
9 respectfully submit that there is good cause for the entry of this Protective Order.

10 The parties agree, subject to the Court's approval, that the following terms
11 and conditions shall apply to this civil action.

12 1. Designated Material.

13 1.1 Information or material may be designated for confidential treatment
14 pursuant to this Protective Order by any party, person or entity producing or
15 lodging it in this action (the "Designating Party"), if: (a) produced or
16 served, formally or informally, pursuant to the Federal Rules of Civil
17 Procedure or in response to any other formal or informal discovery request
18 in this action; and/or (b) filed or lodged with the Court. All such
19 information and material and all information or material derived from it
20 constitutes "Designated Material" under this Protective Order.

21 1.2 Unless and until otherwise ordered by the Court or agreed to in writing by
22 the parties, all Designated Materials designated under this Protective Order
23 shall be used by the parties and persons receiving such Designated Materials
24 solely for conducting the above-captioned litigation and any appellate
25 proceeding relating thereto. Designated Material shall not be used by any
26 party or person receiving them for any business or any other purpose. No
27 party or person shall disclose Designated Material to any other party or
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1 person not entitled to receive such Designated Material under the specific
2 terms of this Protective Order. For purposes of this Protective Order,
3 “disclose” or “disclosed” means to show, furnish, reveal or provide,
4 indirectly or directly, any portion of the Designated Material or its contents,
5 orally or in writing, including the original or any copy of the Designated
6 Material.

7 2. Access to Designated Materials.

8 2.1 Materials Designated “CONFIDENTIAL”: Subject to the
9 limitations set forth in this Protective Order, Designated Material may be marked
10 “CONFIDENTIAL” for the purpose of preventing the disclosure of information or
11 materials that the designating party in good faith believes is confidential. Before
12 designating any specific information or material “CONFIDENTIAL,” the
13 Designating Party’s counsel shall make a good faith determination that the
14 information warrants protection under Rule 26(c) of the Federal Rules of Civil
15 Procedure. Such information may include, but is not limited to:

16 (a) The financial performance or results of the Designating Party,
17 including without limitation income statements, balance sheets, cash flow analyses,
18 budget projections, and present value calculations;

19 (b) Corporate and strategic planning by the Designating Party, including
20 without limitation marketing plans, competitive intelligence reports, sales
21 projections and competitive strategy documents;

22 (c) Names, addresses, and other information that would identify
23 customers or prospective customers, or the distributors or prospective distributors
24 of the Designating Party;

25 (d) Technical data, research and development data, and any other
26 confidential commercial information, including but not limited to trade secrets of
27 the Designating Party;

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1 (e) Information used by the Designating Party in or pertaining to its trade
2 or business, which information the Designating Party believes in good faith has
3 competitive value, which is not generally known to others and which the
4 Designating Party would not normally reveal to third parties except in confidence,
5 or has undertaken with others to maintain in confidence;

6 (f) Information which the Designating Party believes in good faith falls
7 within the right to privacy guaranteed by the laws of the United States or
8 California; and

9 (g) Information which the Designating Party believes in good faith to
10 constitute, contain, reveal or reflect proprietary, financial, business, technical, or
11 other confidential information.

12 (h) The fact that an item or category is listed as an example in this or
13 other sections of this Protective Order does not, by itself, render the item or
14 category discoverable.

15 2.1.0 Materials designated “CONFIDENTIAL” may be disclosed
16 only to the following Designees:

17 2.1.1 Persons who appear on the face of Designated Materials
18 marked “CONFIDENTIAL” as an author, addressee, or recipient thereof;

19 2.1.2 Counsel retained as outside litigation attorneys of record in this
20 action, and their respective associates, clerks, legal assistants, stenographic,
21 videographic and support personnel, and other employees of such outside litigation
22 attorneys, and organizations retained by such attorneys to provide litigation support
23 services in this action and the employees of said organizations. “Counsel”
24 explicitly excludes any in-house counsel whether or not they are attorneys of
25 record in this action.

26 2.1.3 Consultants, including non-party experts and consultants
27 retained or employed by Counsel to assist in the preparation of the case, to the
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1 extent they are reasonably necessary to render professional services in this action,
2 and subject to the disclosure requirements of section 2.3. Each consultant must
3 sign a certification that he or she has read this Stipulated Protective Order, will
4 abide by its provisions, and will submit to the jurisdiction of this Court regarding
5 the enforcement of this Order's provisions.

6 2.1.4 A party's officers and/or employees, which may include in-
7 house counsel.

8 2.1.5 The Court, its clerks and secretaries, and any court reporter
9 retained to record proceedings before the Court;

10 2.2 Materials Designated "HIGHLY CONFIDENTIAL –
11 ATTORNEYS' EYES ONLY": Subject to the limitations in this Protective Order,
12 Designated Materials may be marked "HIGHLY CONFIDENTIAL –
13 ATTORNEYS' EYES ONLY" for the purpose of preventing the disclosure of
14 information or materials which, if disclosed to the receiving party, might cause
15 competitive harm to the Designating Party. Information and material that may be
16 subject to this protection includes, but is not limited to, technical and/or research
17 and development data, intellectual property, financial, marketing and other sales
18 data, and/or information having strategic commercial value pertaining to the
19 Designating Party's trade or business. Nothing in paragraph 2.1 shall limit the
20 information or material that can be designated "HIGHLY CONFIDENTIAL –
21 ATTORNEYS' EYES ONLY" under this paragraph. Before designating any
22 specific information "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
23 ONLY," the Designating Party's counsel shall make a good faith determination
24 that the information warrants such protection.

25 2.2.0 Materials designated "HIGHLY CONFIDENTIAL –
26 ATTORNEYS' EYES ONLY" materials may be disclosed only to the following
27 Designees:
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1 2.2.1 Persons who appear on the face of Designated Materials
2 marked “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” as an
3 author, addressee, or recipient thereof;

4 2.2.2 Counsel for the parties to this action, as defined in section
5 2.1.2;

6 2.2.3 Consultants for the parties to this action, as defined in section
7 2.1.3; and

8 2.2.4 The Court, its clerks and secretaries, and any court reporter
9 retained to record proceedings before the Court.

10 2.2.5 Court reporters retained to transcribe depositions.

11 2.3 If any party wishes to disclose information or materials
12 designated under this Protective Order as “HIGHLY CONFIDENTIAL,”
13 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to any Consultant, it must
14 first identify that individual to the Counsel for the Designating Party and submit a
15 Certification of Consultant pursuant to Section 3. CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY

17 2.4 Legal Effect of Designation. The designation of any
18 information or materials as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL –
19 ATTORNEYS’ EYES ONLY” is intended solely to facilitate the conduct of this
20 litigation. Neither such designation nor treatment in conformity with such
21 designation shall be construed in any way as an admission or agreement by any
22 party that the Designated Materials constitute or contain any trade secret or
23 confidential information. Except as provided in this Protective Order, no party to
24 this action shall be obligated to challenge the propriety of any designation, and a
25 failure to do so shall not preclude a subsequent attack on the propriety of such
26 designation.

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1 2.5 Nothing herein in any way restricts the ability of the receiving
2 party to use “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’
3 EYES ONLY” material produced to it in examining or cross-examining any
4 employee or consultant of the Designating Party.

5 2.6 The parties agree that the Plaintiff may be provided the alleged
6 infringers’ full identities, revenues, and gross profits numbers, notwithstanding any
7 party’s designation of documents showing such figures as “HIGHLY
8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

9 3. Certificates Concerning Designated Materials. Each Consultant as
10 defined in section 2.1.3, to whom any Designated Materials will be disclosed shall,
11 prior to disclosure of such material, execute the Acknowledgement of Amended
12 Stipulated Protective Order in the form attached hereto as Exhibit A. Counsel who
13 makes any disclosure of Designated Materials shall retain each executed
14 Acknowledgement of Amended Stipulated Protective Order and shall circulate
15 copies to all Counsel for the opposing party concurrently with the identification of
16 the Consultant to the attorneys for the Designating Party pursuant to Section 2.3.

17 4. Use of Designated Materials by Designating Party. Nothing in this
18 Protective Order shall limit a Designating Party’s use of its own information or
19 materials, or prevent a Designating Party from disclosing its own information or
20 materials to any person. Such disclosure shall not affect any designations made
21 pursuant to the terms of this Protective Order, so long as the disclosure is made in a
22 manner that is reasonably calculated to maintain the confidentiality of the
23 information.

24 5. Manner of Designating Written Materials.

25 5.1 Documents, discovery responses and other written materials
26 shall be designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL –
27 ATTORNEYS’ EYES ONLY” whether in whole or in part, as follows.
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1 5.2 The producing party shall designate materials by placing the legend
2 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’
3 EYES ONLY” on each page so designated prior to production. If the
4 first or cover page of a multi-page document bears the legend
5 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’
6 EYES ONLY” the entire document shall be deemed so designated,
7 and the absence of marking each page shall not constitute a waiver of
8 the terms of this Order. If the label affixed to a computer disk
9 containing multiple files bears the legend “CONFIDENTIAL,”
10 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” the entire disk
11 shall be deemed so protected, and the absence of marking of each file
12 shall not constitute a waiver of the terms of this Order.

13 5.3 A designation of ““CONFIDENTIAL,” or “HIGHLY
14 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” as to any item,
15 thing or object that cannot otherwise be categorized as a document,
16 shall be made: (1) by placing the legend “CONFIDENTIAL,” or
17 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” on the
18 thing, object or container within which it is stored; or (2) by
19 specifically identifying, in writing, the item and the level of
20 confidentiality designation, where such labeling is not feasible.

21 5.4 When a party wishes to designate as “CONFIDENTIAL,” or
22 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” materials produced
23 by someone other than the Designating Party (a “Producing Party”), such
24 designation shall be made:

25 5.4.1 Within fifteen (15) business days from the date that the
26 Designating Party receives copies of the materials from the producing or disclosing
27 entity; and
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1 5.4.2 By notice to all parties to this action and to the Producing Party,
2 if such party is not a party to this action, identifying the materials to be designated
3 with particularity (either by production numbers or by providing other adequate
4 identification of the specific material). Such notice shall be sent by facsimile and
5 regular mail.

6 5.4.3. A party shall be permitted to designate as “CONFIDENTIAL,”
7 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” material
8 produced by a Producing Party only where:

9 a. The material being produced was provided to or developed by such
10 Producing Party: (i) under a written confidentiality agreement with the Designating
11 Party; or (ii) within a relationship with the Designating Party (or a party operating
12 under the control thereof) in which confidentiality is imposed by law (including,
13 but not limited, to the employment relationship and the vendor-customer
14 relationship); and

15 b. The material being produced would be considered confidential
16 material of the Designating Party under Section 2.1 of this Agreement if it were in
17 the possession of the Designating Party.

18 5.5 Upon notice of designation, all persons receiving notice of the
19 requested designation of materials shall:

20 5.5.1 Make no further disclosure of such Designated Material or
21 information contained therein, except as allowed in this Protective Order;

22 5.5.2 Take reasonable steps to notify any persons known to have
23 possession of or access to such Designated Materials of the effect of such
24 designation under this Protective Order; and

25 5.5.3 If “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
26 ATTORNEYS’ EYES ONLY” material or information contained therein is
27 disclosed to any person other than those entitled to disclosure in the manner
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1 authorized by this Protective Order, the party responsible for the disclosure shall,
2 immediately upon learning of such disclosure, inform the Designating Party in
3 writing of all pertinent facts relating to such disclosure, and shall make every effort
4 to prevent further disclosure by the unauthorized person(s).

5 6. Manner of Designating Deposition Testimony.

6 6.1 Deposition transcripts and portions thereof taken in this action
7 may be designated as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
8 ATTORNEYS’ EYES ONLY” during the deposition or after, in which case the
9 portion of the transcript containing Designated Material shall be identified in the
10 transcript by the Court Reporter as “CONFIDENTIAL,” or “HIGHLY
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” The designated testimony
12 shall be bound in a separate volume and marked by the reporter accordingly.

13 6.2 Where testimony is designated during the deposition, the
14 Designating Party shall have the right to exclude, at those portions of the
15 deposition, all persons not authorized by the terms of this Protective Order to
16 receive such Designated Material.

17 6.3 Within thirty (30) days after a deposition transcript is certified
18 by the court reporter, any party may designate pages of the transcript and/or its
19 exhibits as Designated Material. During such thirty (30) day period, the transcript
20 in its entirety shall be treated as “CONFIDENTIAL” (except for those portions
21 identified earlier as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
22 which shall be treated accordingly from the date of designation). If any party so
23 designates such material, the parties shall provide written notice of such
24 designation to all parties within the thirty (30) day period. Designated Material
25 within the deposition transcript or the exhibits thereto may be identified in writing
26 by page and line, or by underlining and marking such portions

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1 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY” and providing such marked-up portions to all counsel.

3 7. Copies. All complete or partial copies of a document that disclose
4 Designated Materials shall be subject to the terms of this Protective Order.

5 8. Court Procedures.

6 8.1 Disclosure of Designated Material to Court Officials. Subject
7 to the provisions of this section, Designated Material may be disclosed to the
8 Court, Court officials or employees involved in this action (including court
9 reporters, persons operating video recording equipment at depositions, and any
10 special master, referee, expert, technical advisor or Third-Party Consultant
11 appointed by the Court), and to the jury in this action, and any interpreters
12 interpreting on behalf of any party or deponent.

13 8.2 Filing Designated Materials with the Court. Nothing in this Order
14 shall vary the requirements for filing under Seal imposed by the Federal Rules of
15 Civil Procedure or the Local Rules of this Court. If a party wishes to file with the
16 Court any document, transcript or thing containing information which has been
17 designated “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
18 ATTORNEYS’ EYES ONLY” that Party shall follow the procedures set forth in
19 Local Rule 79-5.2.2 (which sets out different procedures depending upon whether
20 or not the party seeking to file material under seal is the same party which
21 designated the material as confidential) and ensure the materials are marked with
22 the legend:

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24 **“[CONFIDENTIAL, or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
ONLY] INFORMATION SUBJECT TO PROTECTIVE ORDER.”**

25 Filing the document under seal shall not bar any party from unrestricted use
26 or dissemination of those portions of the document that do not contain material
27 designated “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
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1 ATTORNEYS' EYES ONLY.” If a filing party fails to seek to file under seal
2 items which a party in good faith believes to have been designated as, or to
3 constitute “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
4 ATTORNEYS' EYES ONLY” material, such party may move the Court to file
5 said information under seal within four (4) days of service of the original filing.
6 Notice of such designation shall be given to all parties. Nothing in this provision
7 relieves a party of liability for damages caused by failure properly to seek the filing
8 of Designated Material under seal in accordance with Local Rule 79-5.2.2.

9 8.3 Retrieval of Designated Materials. The party responsible for
10 lodging or filing the Designated Materials shall be responsible for retrieving such
11 Designated Materials from the Court following the final termination of the action
12 (including after any appeals), to the extent the Court permits such retrieval.

13 9 CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 9.1 Timing of Challenges. Any Party or Non-Party may challenge a
15 designation of confidentiality at any time consistent with the District Judge’s
16 Scheduling Order (the “Challenging Party”). Unless a prompt challenge to a
17 Designating Party’s confidentiality designation is necessary to avoid foreseeable,
18 substantial unfairness, unnecessary economic burdens, or a significant disruption
19 or delay of the litigation, a Party does not waive its right to challenge a
20 confidentiality designation by electing not to mount a challenge promptly after the
21 original designation is disclosed.

22 9.2 Meet and Confer. The Challenging Party shall initiate the dispute
23 resolution process in accordance with Local Rule 37-1 by providing written notice
24 of each designation it is challenging and describing the basis for each challenge.
25 To avoid ambiguity as to whether a challenge has been made, the written notice
26 must recite that the challenge to confidentiality is being made in accordance with
27 this specific paragraph of the Protective Order. The parties shall attempt to resolve
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1 each challenge in good faith and must begin the process by conferring directly (in
2 voice to voice dialogue; other forms of communication are not sufficient) within
3 14 days of the date of service of notice (i.e., 4 days more than the 10-day period
4 otherwise afforded under Local Rule 37-1). In conferring, the Challenging Party
5 must explain the basis for its belief that the confidentiality designation was not
6 proper and must give the Designating Party an opportunity to review the
7 designated material, to reconsider the circumstances, and, if no change in
8 designation is offered, to explain the basis for the chosen designation. A
9 Challenging Party may proceed to the next stage of the challenge process only if it
10 has engaged in this meet and confer process first or establishes that the Designating
11 Party is unwilling to participate in the meet and confer process in a timely manner.

12 9.3 Judicial Intervention. If the Parties cannot resolve a challenge without
13 court intervention and the Challenging Party elects to seek court intervention, the
14 Challenging Party shall proceed in accordance with Local Rule 37-2 et seq. (and in
15 compliance with Civil Local Rule 79-5, if applicable) within 21 days of the initial
16 notice of challenge or within 14 days of the parties agreeing that the meet and
17 confer process will not resolve their dispute, whichever is earlier. Failure by the
18 Challenging Party timely and properly to so proceed shall automatically waive the
19 ability to challenge the confidentiality designation for each challenged designation.
20 Notwithstanding the foregoing, the Designating Party may, pursuant to Local Rule
21 37-1 et seq., file a motion for a protective order preserving the confidential
22 designation at any time consistent with the District Judge's Scheduling Order if
23 there is good cause or compelling reasons for doing so.

24 F frivolous challenges and those made for an improper purpose (e.g., to harass
25 or impose unnecessary expenses and burdens on other parties) may expose the
26 Challenging Party to sanctions. Until such time as a determination has been made
27 on any such motion by the Court, all parties shall continue to afford the material in
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1 question the level of protection to which it is entitled under the Producing Party's
2 designation until the court rules on the challenge.

3 10. Client Communication. Nothing in this Protective Order shall prevent
4 or otherwise restrict counsel from rendering advice to their clients and, in the
5 course of rendering such advice, relying upon the examination of Designated
6 Material. In rendering such advice and otherwise communicating with the client,
7 however, counsel shall not disclose any Designated Material, except as otherwise
8 permitted by this Protective Order.

9 11. No Prejudice.

10 11.1 This Protective Order shall not diminish any existing obligation
11 or right with respect to Designated Material, nor shall it prevent a disclosure to
12 which the Designating Party consented in writing before the disclosure takes place.

13 11.2 Unless the parties stipulate otherwise, evidence of the existence
14 or nonexistence of a designation under this Protective Order shall not be
15 admissible for any purpose during any proceeding on the merits of this action.

16 11.3 If any party required to produce documents contends that it
17 inadvertently produced any Designated Material without marking it with the
18 appropriate legend, or inadvertently produced any Designated Material with an
19 incorrect legend, the producing party may give written notice to the receiving party
20 or parties, including appropriately stamped substitute copies of the Designated
21 Material. If the parties collectively agree to replacement of the Designated
22 Material, then the documents will be so designated. Within five (5) business days
23 of receipt of the substitute copies, the receiving party shall return the previously
24 unmarked or mismarked items and all copies thereof. If the parties do not
25 collectively agree to replacement of the Designated Material, the producing party
26 shall comply with the procedure of Local Rule 37 in seeking protection for the
27 inadvertently produced material.

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1 11.4 Neither the provisions of this Protective Order, nor the filing of
2 any material under seal, shall prevent the use in open court, in deposition, at any
3 hearing, or at trial of this case of any material that is subject to this Protective
4 Order or filed under seal pursuant to its provisions. At deposition, the party using
5 Designated Material must request that the portion of the proceeding where use is
6 made be conducted so as to exclude persons not qualified to receive such
7 Designated Material. At trial, the party using Designated Material must request
8 that the portion of the proceeding where use is made be conducted so as to exclude
9 persons not qualified to receive such Designated Material. All confidentiality
10 designations or legends placed pursuant to this Stipulated Protective Order shall be
11 removed from any document or thing used as a trial exhibit in this case. The
12 removal of such confidentiality designations or legends under the preceding
13 sentence shall not affect the treatment of such documents and things as Designated
14 Material under this Stipulated Protective Order. Upon request of a party, the
15 parties shall meet and confer concerning the use and protection of Designated
16 Material in open court at any hearing. Prior to the pretrial conference, the parties
17 shall meet and confer concerning appropriate methods for dealing with Designated
18 Material at trial.

19 11.5 Any inadvertent production of documents containing privileged
20 information shall not be deemed to be a waiver of the attorney-client privilege,
21 work product doctrine, or any other applicable privilege or doctrines. All parties
22 specifically reserve the right to demand the return of any privileged documents that
23 it may produce inadvertently during discovery if the producing party determines
24 that such documents contain privileged information. After receiving notice of such
25 inadvertent production by the producing party, the receiving party agrees to make
26 reasonable and good faith efforts to locate and return to the producing party all
27 such inadvertently produced documents.

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1 12. Modification and Survival.

2 12.1 Modification. The parties reserve the right to seek modification
3 of this Protective Order at any time for good cause. The parties agree to meet and
4 confer prior to seeking to modify this Protective Order for any reason. The
5 restrictions imposed by this Protective Order may only be modified or terminated
6 by written stipulation of all parties or by order of this Court. Parties entering into
7 this Protective Order will not be deemed to have waived any of their rights to seek
8 later amendment to this Protective Order.

9 12.2 Survival and Return of Designated Material. This Protective
10 Order shall survive termination of this action prior to trial of this action. Upon
11 final termination of the action prior to trial of this action, and at the written request
12 of the Designating Party, all Designated Material, including deposition testimony,
13 and all copies thereof, shall be returned to counsel for the Designating Party (at the
14 expense of the Designating Party) or (at the option and expense of the requesting
15 party) shall be destroyed. Upon request for the return or destruction of Designated
16 Materials, counsel shall certify their compliance with this provision and shall serve
17 such certification to counsel for the Designating Party not more than ninety (90)
18 days after the written request to return or destroy Designated Materials. Counsel
19 who have submitted one or more Certificate(s) prepared pursuant to Section 3 do
20 not need to retain such Certificate(s) past the ninety (90) day period. The
21 foregoing return and destruction provisions do not apply to Designated Material in
22 the possession of the court or court personnel.

23 13. No Contract. This Protective Order shall not be construed to create a
24 contract between the parties or between the parties and their respective counsel.

25 14. Court's Retention of Jurisdiction. The Court retains jurisdiction after
26 final termination of the action prior to trial, to enforce this Stipulation.

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1 15. Exception for Public Information. Nothing in this Stipulation shall be
2 deemed in any way to restrict the use of documents or information which are
3 lawfully obtained or publicly available to a party independently of discovery in this
4 action, whether or not the same material has been obtained during the course of
5 discovery in the action and whether or not such documents or information have
6 been designated hereunder. However, in the event of a dispute regarding such
7 independent acquisition, a party wishing to use any independently acquired
8 documents or information shall bear the burden of proving independent
9 acquisition.

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IT IS SO ORDERED.

Dated: January 6, 2016

_____/s/_____
Honorable Jacqueline Chooljian
United States Magistrate Judge

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Exhibit A

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

GOLD VALUE INTERNATIONAL
TEXTILE, INC.,

Plaintiff,

vs.

CHARLOTTE RUSSE, INC.; et al.,
Defendants.

Case No.: CV 15-03854-SVW-JCx
Honorable Stephen V. Wilson presiding
Referred to Honorable Jacqueline
Chooljian

[DISCOVERY MATTER]

**ACKNOWLEDGEMENT OF
AMENDED STIPULATED
PROTECTIVE ORDER**

The undersigned hereby acknowledges that he/she has read the AMENDED
STIPULATED PROTECTIVE ORDER entered in the above captioned litigation,
and that he/she fully understands and agrees to abide by the obligations and
conditions thereof.

Dated: _____

(Signature)

(Print Name)