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8 Attorneys for Defendants GYPSY 05, Inc.,  
 9 THE TJX COMPANIES, INC., EMINENT, INC.  
 10 and AMAZON.COM.INC.

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

LAW OFFICE OF PAMELA KOSLYN  
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 LOS ANGELES, CALIFORNIA 90036  
 (323) 467-2200

13 **GOLD VALUE INTERNATIONAL**  
 14 **TEXTILE, INC.** a California  
 15 corporation, individually and doing  
 16 business as "FIESTA FABRIC,"

17 Plaintiff,

18 v.

19 **GYPSY 05, INC.**, a California  
 20 corporation; **THE TJX COMPANIES,**  
 21 **INC.** a Delaware corporation,  
 22 individually and doing business as  
 23 Marshalls; **EMINENT, INC.**,  
 24 individually and doing business as  
 25 "Revolve Clothing" and  
 26 "www.revolveclothing.com";  
 27 **AMAZON.COM.INC.**, A Delaware  
 28 Corporation; and **DOES 1-10,**  
 inclusive,

Defendants.

Case No 2:15-cv-06928 (PJW)

**STIPULATED PROTECTIVE ORDER**

Complaint served: September 17, 2015

1 In connection with the production of confidential documents and  
2 other confidential information in this action, Plaintiff Gold Value International  
3 Textile, Inc. , a California corporation, individually and doing business as  
4 “FIESTA FABRIC,” (“Plaintiff”) on one hand, and Defendants (1) Gypsy 05, Inc.,  
5 a CA corporation; (2) The TJX Companies, Inc. a DE corporation, individually and  
6 doing business as “Marshalls”; (3) Eminent, Inc., a DE corporation, individually  
7 and doing business as Revolve clothing and [www.revolveclothing.com](http://www.revolveclothing.com); and  
8 (4) Amazon.com, Inc., a DE corporation (Defendants collectively, (“Defendants”),  
9 through their respective counsel (all parties collectively, the “Parties” or  
10 individually, “Party”), hereby enter into this Stipulated Protective Order for  
11 Confidential Treatment of Documents or Information (the “Stipulated Protective  
12 Order”).

### 13 GOOD CAUSE STATEMENT

14  
15 The Court may enter a protective order upon a showing of good cause.  
16 *Phillips v. G.M. Corp.*, 307 F.3d 1206, 1209 (9<sup>th</sup> Cir. 2002) (Rule 26(c)). Here,  
17 there is good cause for the entry of this protective order.

18 This instant action is one for copyright infringement. The Parties’  
19 disclosures pursuant to Rule 26, and the Parties’ discovery requests will involve  
20 production of documents relating to the subject fabric designs, including the  
21 creation, manufacture, marketing, advertising, selling, distributing, exporting, and  
22 accounting for sales of Plaintiff’s products and of Defendants’ products which  
23 Plaintiff alleges infringe on Plaintiff’s designs. There will also be business-  
24 sensitive information such as insurance policies and indemnity agreements. This  
25 information —if not made public—is the type of information that a business would  
26 treat as confidential and proprietary, therefore meriting entry of this protective  
27 order to protect against the unnecessary disclosure of same outside the context of  
28 this litigation. To the extent the information is sensitive vis-à-vis the parties

1 themselves because they are in a competitive posture, a higher level of  
2 confidentiality (i.e., “Attorneys Eyes Only”) is merited to protect against  
3 unnecessary disclosure of confidential information as between the parties.

4 **1. PURPOSE OF THIS PROTECTIVE ORDER**

5 The purpose of this Stipulated Protective Order is to provide a means  
6 for limiting access to and use and disclosure of Confidential Documents or  
7 Information that are produced in this action. Any unauthorized disclosure of  
8 Confidential Documents or Information in violation of this Order may be subject to  
9 discipline by the contempt powers of this Court.

10 **2. DEFINITION OF “CONFIDENTIAL DOCUMENTS OR**  
11 **INFORMATION”**

12 “Confidential Documents or Information” are all Documents or  
13 Information that (a) have been produced by any Party; and (b) have been properly  
14 designated as “Confidential” or “Confidential-Attorney’s Eyes Only” pursuant to  
15 paragraph 3, below.

16 **3. DESIGNATION OF “CONFIDENTIAL DOCUMENTS OR**  
17 **INFORMATION”**

18 The Parties may designate such documents or information as  
19 “Confidential” or “Confidential-Attorney’s Eyes Only” in accordance with the  
20 following procedures:

21 **A. Criteria for Classification**

22 **(1) “Confidential” Documents or Information**

23 Any Party may designate documents or information as “Confidential”  
24 if it has a reasonable good faith belief that the disclosure of said documents or  
25 information absent the protections of this order will have the effect of causing  
26 harm to the producing party’s competitive position or privacy interests because the  
27 documents or information embody (a) confidential accounting records including  
28 purchase orders, invoices, balance sheets, profit and loss statements, cash flow

1 statements, bank records, expense reports (including invoices, receipts, and  
2 checks), payments, agreements, licenses, and sub-licenses; (b) customer lists; (c)  
3 sensitive personal information including social security numbers and other  
4 identifying information; and (d) proprietary marketing plans.

5 **(2)“Confidential-Attorney’s Eyes Only” Documents**  
6 **or Information**

7 The designation “Confidential-Attorney’s Eyes Only” will be limited  
8 to such documents, materials or other things that any Party believes, in good faith,  
9 contain information, the disclosure of which is likely to cause severe harm to its  
10 competitive position, or which materials meet the definition of a trade secret set  
11 forth in section §3426.1(d) of the California Civil Code or other applicable trade  
12 secret statutes. This limitation is to be applied strictly.

13 **B. Time of Designation**

14 Unless otherwise agreed between counsel for the Parties, the  
15 designation of Confidential Documents or Information will be made at the time of  
16 the production of documents or information.

17 **C. Manner of Designation**

18 The designation of Confidential Documents or Information will be  
19 made in the following manner:

- 20 1. For documents, by placing the notation  
21 “Confidential” or “Confidential-Attorney’s Eyes Only” on each page of such  
22 document;
- 23 2. For tangible items, including any documents or  
24 information produced on magnetic disks or other computer related media, and  
25 including clothing samples, by placing the notation “Confidential” or  
26 “Confidential-Attorney’s Eyes Only” on the object and, if applicable, on the  
27 container thereof or if such are not practicable, as otherwise agreed by the Parties.  
28 In the event either Party generates any “hard copy” or printout from any

1 “Confidential Material,” that Party must immediately stamp each page  
2 “Confidential” or “Confidential-Attorney’s Eyes Only,” and the hard copy or  
3 printout will be treated as “Confidential Information pursuant to this Stipulated  
4 Protective Order.”

5 3. For deposition testimony, by noting on the record  
6 that information is “Confidential” or “Confidential-Attorneys’ Eyes Only” at the  
7 time the deposition is taking place.

8 **D. Retroactive Designation**

9 1. Inadvertent production of any Confidential  
10 Documents or Information without a designation of confidentiality will not be  
11 deemed to waive a later claim as to confidentiality or privilege, or prevent the Party  
12 claiming said confidentiality from re-designating such documents or information as  
13 “Confidential” or “Confidential-Attorney’s Eyes Only” promptly after discovery of  
14 the inadvertent production and written notice to each other party.

15 2. Within ten (10) business days after production or  
16 deposition testimony, any Party may retroactively designate (or withdraw a  
17 designation) of Confidential Documents or Information under paragraphs 3(B) and  
18 (C) above, regarding any material that it has produced, provided however, that  
19 such retroactive designation (or withdrawal) will be in accordance with the terms  
20 of this Order. Such retroactive designation (or withdrawal) will be accomplished  
21 by notifying counsel for each non-designating Party in writing of such retroactive  
22 designation (or withdrawal). Upon receipt of any such written re-designation,  
23 counsel (i) will not make any further disclosure or communication of such  
24 retroactively designated material except as provided for in this Order; (ii) will take  
25 reasonable steps to notify all persons known to have possession of any  
26 retroactively designated material of the effect of such re-designation under this  
27 Order; and (iii) will take reasonable steps to procure all copies of such retroactively  
28 designated material from any persons known to have possession of any such

1 retroactively designated material who are not entitled to receipt under this Order.

2 **E. Resolution of Disputes Regarding Designation**

3 If any Party, at any time, wishes to have the “Confidential” or  
4 “Confidential-Attorney’s Eyes Only” designation of any particular Confidential  
5 Documents or Information removed or changed, that Party will first request in  
6 writing that the Party having made the designation at issue change its designation.  
7 Thereafter, the Parties will make good faith efforts to resolve the dispute.

8 If the designating Party refuses to agree to remove or change the  
9 designation, then the Party requesting that the designation be changed will request  
10 the Court for a decision by submitting a Joint Stipulation pursuant to Local Rule  
11 37. At all times during the process of challenging a designation, the Parties will  
12 treat the designated material as originally designated until a change is agreed upon  
13 or the motion is decided by the Court.

14 **F. Filing Confidential Material Under Seal**

15 If any Party wants to file any material designated “Confidential,” or  
16 “Confidential-Attorney’s Eyes Only” under seal, then such Party will file a  
17 stipulation or ex parte application requesting it in compliance with Civil Local  
18 Rule 79-5. Material may only be filed under seal pursuant to a Court order  
19 authorizing the sealing of the material at issue. If a Party's request to file the  
20 material at issue under seal is denied by the Court, then a Party may file the  
21 information in the public record unless otherwise instructed by the Court.

22 **G. Designation of Third Party Documents**

23 Documents and/or information produced by a third party in response  
24 to a subpoena or during deposition in the course of this litigation may involve  
25 receipt of information, documents, things or testimony which include, contain or  
26 comprise protected information that may or may not be appropriate for  
27 “Confidential-Attorneys’ Eyes Only” or “Confidential” designation under this  
28 Order. Unless otherwise agreed in writing between counsel for the parties,

1 documents and information so produced by a third party will be treated as follows:  
2 First of all, all such documents and information will automatically be deemed to be  
3 and will be treated as “Confidential-Attorneys’ Eyes Only” for five business days  
4 following their actual receipt by both counsel for Plaintiffs and counsel for  
5 Defendants in this action, in order to enable each such counsel to determine  
6 whether in their view any protected information is embodied therein. If no  
7 designation of the information as “Confidential” or “Confidential-Attorneys’ Eyes  
8 Only” by the Designating Party is received by the non-Designating Parties within  
9 five business days after said production, then the information will not be protected  
10 by this Protective Order except pursuant to subsequent designation by a party  
11 hereto or pursuant to a subsequent agreement of the parties or Court order; if  
12 however a written designation of “Confidential” or “Confidential-Attorneys’ Eyes  
13 Only” is made by a Designating Party and is received by the non-Designating  
14 Parties within five business days after said production of documents or information  
15 by the non-party, then the information will be subject to this Protective Order and  
16 will be deemed to be “Confidential” or “Confidential-Attorneys’ Eyes Only” (as  
17 requested by the Designating Party); provided, however, that the designation may  
18 be challenged in the manner set forth in Section 3. E, *supra*.

19           Lastly, to the extent third party documents or information contains  
20 information that is confidential and/or proprietary to the third party, said third party  
21 can avail itself of the protections set forth in this Order and designate documents  
22 and/or information it produces accordingly by executing this Order and agreeing to  
23 be bound by its terms.

24           **4. PERSONS TO WHOM CONFIDENTIAL DOCUMENTS**  
25           **OR INFORMATION MAY BE DISCLOSED**  
26           **A. Disclosure of Documents or Information Designated**  
27           **as “Confidential”**

28           Documents or Information designated as “Confidential” may be

1 disclosed and copies may be provided only to:

- 2 1. Counsel of record;
- 3 2. Expert witnesses or consultants retained by the Parties or their  
4 respective counsel in connection with this action who have complied with  
5 paragraph 4(D), below;
- 6 3. Court reporting services and court reporters as may be reasonably  
7 necessary in connection with the preparation or conduct of this action;
- 8 4. This Court and its personnel, or any other tribunal of competent  
9 jurisdiction having involvement in this matter and its personnel; and
- 10 5. Any mediator or arbitrator or settlement conference neutral selected  
11 by the Parties or by the Court to mediate or to try to settle or arbitrate this action.
- 12 6. Representatives of the Parties.

13 **B. Disclosure of Documents or Information Designated**  
14 **As “Confidential-Attorney’s Eyes Only”**

15 Confidential Documents or Information designated as “Confidential-  
16 Attorney’s Eyes Only” may be disclosed and copies may be provided only to:

- 17 1. Counsel of record;
- 18 2. Expert witnesses or consultants retained by the Parties or their  
19 respective counsel in connection with this action who have complied with  
20 paragraph 4(D), below;
- 21 3. This Court and its personnel, or any other tribunal of competent  
22 jurisdiction having involvement in this matter and its personnel; and
- 23 4. Any mediator or arbitrator or settlement conference neutral  
24 selected by the Parties or by the Court to mediate or to try to settle or arbitrate this  
25 action.

26 **C. Additional Authorized Disclosure of Documents or**  
27 **Information Designated as “Confidential” or**  
28 **“Confidential Attorney’s Eyes Only”**



1                   Notwithstanding anything to the contrary in paragraphs 4(A) or 4(B)  
2 above, particular Confidential Documents or Information that have been designated  
3 as “Confidential” or “Confidential-Attorney’s Eyes Only” may be disclosed and  
4 copies may be provided:

- 5           1.     To Persons who are explicitly named on the document as the authors  
6 or addressees or to persons who may be shown to be an author or recipient or  
7 intended recipient of any particular document;
- 8           2.     To any other persons with the prior written consent of the designating  
9 Party; and
- 10          3.     To any other persons with the prior authorization of this Court or any  
11 other tribunal of competent jurisdiction having involvement in this matter.
- 12          4.     If a document designated as “Confidential” or “Confidential-  
13 Attorney’s Eyes Only” refers to the conduct or affairs of a potential witness, the  
14 Party’s counsel of record may discuss such conduct or affairs with such person  
15 without revealing the existence of the document, or its authors or source.

16                   **D. Disclosure to Experts or Consultants**

17                   Prior to disclosing or providing copies of any Confidential  
18 Documents or Information to any expert or consultant pursuant to paragraphs 4(A)  
19 or 4(B), above, the disclosing Party will first obtain the agreement of the expert,  
20 consultant or anyone else to whom such disclosure will be made to be bound by the  
21 terms of this Stipulated Protective Order as set forth in the attached  
22 “Acknowledgment and Agreement To Be Bound.” Specifically, the expert or  
23 consultant will acknowledge that, during the course of his or her retention, the  
24 expert or consultant may have access to, and become acquainted with Confidential  
25 Documents or Information, which are regularly used in the operation of the  
26 businesses of the designating Party or which have been prepared for use in the  
27 case, and in which the designating Party has an expectation of confidentiality. The  
28 expert or consultant will agree not to disclose such Confidential Documents or

1 Information, directly or indirectly, to any person or entity not subject to this  
2 Stipulated Protective Order or use them in any way outside the specific scope of  
3 his/her retention as an expert witness in this action, or at any time thereafter.

4 **E. Return of Confidential Documents or Information by**  
5 **Experts and Consultants**

6 Confidential Documents or Information disclosed to any expert or  
7 consultant may be retained by such expert or consultant provided that such expert  
8 or consultant subsequently destroys any and all copies of such Confidential  
9 Documents or Information upon the termination of their engagement.

10 **5. USE OF CONFIDENTIAL DOCUMENTS OR**  
11 **INFORMATION**

12 **A. Use of Confidential Documents or Information**  
13 **Generally**

14 Confidential Documents or Information will only be used by the Parties,  
15 their respective agents, and any other persons to whom such Confidential  
16 Documents or Information may be disclosed pursuant to this Stipulated Protective  
17 Order: (1) in this action; (2) as otherwise compelled by lawful process (provided  
18 the designating Party is given a reasonable notice to object); or (3) as otherwise  
19 required by law. Notwithstanding the foregoing, nothing in this Stipulated  
20 Protective Order will prevent or limit the designating Party from disclosing  
21 Confidential Documents or Information they so designate.

22 **B. Use of Confidential Documents or Information in the**  
23 **Conduct of this Action**

24 1. Confidential Documents or Information may be used by counsel for  
25 the non-designating Party in good faith in connection with investigating this action,  
26 provided that the Confidential Documents or Information are protected pursuant to  
27 the terms and conditions of this Stipulated Protective Order.

28 2. The terms of this Stipulated Protective Order do not apply to evidence

1 presented at court proceedings and/or trial in this matter. Any protective measures  
2 relating to Confidential Documents or Information should be taken up with the  
3 judicial officer conducting the particular proceeding at the appropriate time.

4 3. If any Party seeks to file pleadings or other documents with this Court  
5 that contains any other Party's Confidential Documents or Information, it may do  
6 so only if: (a) reasonably necessary to the proceeding; and (b) the filing Party  
7 informs the designating Party of such filing concurrently with the filing of such  
8 documents with the Court.

9 **6. RETURN OF CONFIDENTIAL DOCUMENTS,**  
10 **TESTIMONY, OR INFORMATION**

11 Upon written request after the final conclusion of this action, the  
12 Parties will:

13 A. Return to each other Party or destroy any and all Confidential  
14 Documents or Information of that Party so designated by that Party and all copies  
15 thereof in its possession, custody and control, except that one set of such  
16 Confidential Documents or Information may be retained by counsel for archival  
17 purposes;

18 B. Ensure that all Confidential Documents or Information in the  
19 possession, custody or control of any permitted parties or third parties are returned  
20 to the designating Party; and

21 C. Destroy all notes, memoranda or other documents (collectively  
22 "Notes") that contain excerpts from any of the Confidential Documents or  
23 Information, except that one such set of Notes may be retained by counsel for  
24 archival purposes. Notwithstanding the foregoing, attorney work product, attorney-  
25 client communications, and information derived from Confidential Documents or  
26 Information may be retained by each non-designating Party and its counsel.

27 **7. PUBLIC DOCUMENTS**

28 None of the restrictions set forth in this Stipulated Protective Order

1 will apply to any documents or other information that become public knowledge by  
2 means not in violation of the provisions of this Stipulated Protective Order.

3 Nothing in this Stipulated Protective Order will prevent any Party from using any  
4 information that it properly possessed prior to receipt of any Confidential  
5 Documents or Information from the designating Party or that is discovered  
6 independently by the non-designating Party. Unless otherwise agreed by the Parties  
7 involved, the terms for the treatment of Confidential Documents or Information  
8 pursuant to the Stipulated Protective Order will be effective only upon the entry of  
9 this Stipulated Protective Order.

10 **8. NO PROBATIVE VALUE**

11 This Stipulated Protective Order will not aggregate or diminish any  
12 contractual, statutory or other legal obligation or right of any Party or other person  
13 with respect to any Confidential Documents or Information. The fact that  
14 information is designated “Confidential” or “Confidential-Attorney’s Eyes Only”  
15 under the Stipulated Protective Order will not be deemed to be determinative of  
16 what a trier of fact may determine to be confidential or proprietary. This Stipulated  
17 Protective Order will be without prejudice to the right of any Party to bring  
18 information before this Court, regardless of (a) whether any particular material is  
19 or is not Confidential, or (b) whether any particular information or material is or is  
20 not entitled to a greater or lesser degree of protection under the terms of this  
21 Stipulated Protective Order, provided that in doing so, the Party complies with the  
22 procedures set forth herein. The fact that any information is disclosed, used, or  
23 produced in any proceeding in this action will not be offered in any other action or  
24 proceeding before this or any other Court, agency or tribunal as evidence of or  
25 concerning whether or not such information is admissible, confidential or  
26 proprietary.

27 **9. NO IMPLIED WAIVER OF ADMISSION**

28 No Party will be obligated to challenge the proprietary of any

1 designation of “Confidential” or “Confidential Attorney’s Eyes Only”  
2 information, and the failure to do so will not constitute a waiver or otherwise  
3 preclude a subsequent challenge to the designation.

4 **10. MODIFICATION OF THIS STIPULATED PROTECTIVE**  
5 **ORDER**

6 The Parties hereto may modify the terms of this Stipulated Protective  
7 Order by further stipulation. However, no modification by the Parties will have the  
8 force or effect of a court order unless the Court approves the modification. Any  
9 Party may seek an order of this Court to modify the terms of this Stipulated  
10 Protective Order. Any motion seeking such modification must be served upon all  
11 counsel of record and filed in accordance with this Court’s filing procedures.

12 **11. EXECUTION AND COUNTERPARTS**

13 This Stipulated Protective Order may be executed in one or more  
14 counterparts, each of which will be deemed to be an original, but all of which  
15 together will constitute one and the same instrument. Facsimile signatures will be  
16 binding upon the Parties hereto and may be submitted and considered as originals.

17 The filing attorney attests that all signatories listed, and on whose  
18 behalf the filing is submitted, concur in the filing’s content and have authorized the  
19 filing.

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25 **SO STIPULATED.**

26  
27 Date: March 3, 2016

LESNICK PRINCE & PAPPAS LLP  
MICHAEL E. PAPPAS  
DAVID S. ALVERSON

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By: /s/ Michael E. Pappas  
Michael E. Pappas  
Attorneys for Plaintiff

Date: March 3, 2016

LAW OFFICE OF PAMELA KOSLYN  
PAMELA KOSLYN

By: /s/ Pamela Koslyn  
Pamela Koslyn  
Attorneys for Defendants

**IT IS SO ORDERED.**

Date: March 9, 2016



\_\_\_\_\_  
The Honorable Patrick J. Walsh  
UNITED STATES MAGISTRATE JUDGE

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**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I hereby acknowledge that I may receive information designated as “Confidential” and/or as “Confidential-Attorneys’ Eyes Only” from counsel to a party to this action. I hereby certify my understanding that such information will be provided to me pursuant to the terms and restrictions of the Stipulated Protective Order that has been entered by the Court; that I have been given a copy of, and have read and understand, such Stipulated Protective Order; that I agree to be bound by the terms thereof; and that I irrevocably submit to the personal jurisdiction of the Court in connection with any proceeding to enforce the Stipulated Protective Order Re: Confidentiality that may involve me.

**ACKNOWLEDGED AND AGREED:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Employer: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_