

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

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

EVER WIN INTERNATIONAL CORPORATION, a California corporation,) Case No. 2:15-cv-07208 RGK(JCx)
)
Plaintiff,) The Hon. Jacqueline Chooljian
) Courtroom 20 – 3rd Floor
)
) <u>DISCOVERY MATTER</u>
v.)
) PROTECTIVE ORDER
PREMIER ACCESSORY GROUP, LLC, a New York limited liability company, and DOES 1 thru 10, inclusive,)
) COMPLAINT FILED: September 14, 2015
) Trial Date: November 1, 2016
)
Defendants.)
)
_____)
AND RELATED COUNTERCLAIMS))
_____)

Pursuant to the Stipulation of Plaintiff Ever Win International Corporation (“Plaintiff”) and Defendant Premier Accessory Group, LLC (“Defendant”), by their undersigned counsel, the Court enters the following protective order (“Protective Order”) pursuant to Fed. R. Civ. P. 26(c):

1 **1. PROTECTIVE ORDER**

2 1.1. Purposes and Limitations

3 As the parties have represented that discovery in this action is likely to
4 involve production of confidential, proprietary, or private information for which
5 special protection from public disclosure and from use for any purpose other than
6 prosecuting this litigation may be warranted, this Court enters the following
7 Protective Order. This Order does not confer blanket protections on all disclosures
8 or responses to discovery. The protection it affords from public disclosure and use
9 extends only to the limited information or items that are entitled to confidential
10 treatment under the applicable legal principles. Further, as set forth in Section
11 12.3, below, this Protective Order does not entitle the parties to file confidential
12 information under seal. Rather, when the parties seek permission from the court to
13 file material under seal, the parties must comply with Civil Local Rule 79-5 and
14 with any pertinent orders of the assigned District Judge and Magistrate Judge.

15 1.2. Good Cause Statement

16 In light of the nature of the claims and allegations in this case and the
17 parties' representations that discovery in this case will involve the production of
18 confidential records, and in order to expedite the flow of information, to facilitate
19 the prompt resolution of disputes over confidentiality of discovery materials, to
20 adequately protect information the parties are entitled to keep confidential, to
21 ensure that the parties are permitted reasonable necessary uses of such material in
22 connection with this action, to address their handling of such material at the end of
23 the litigation, and to serve the ends of justice, a protective order for such
24 information is justified in this matter. The parties shall not designate any
25 information/documents as confidential without a good faith belief that such
26 information/documents have been maintained in a confidential, non-public manner,
27 and that there is good cause or a compelling reason why it should not be part of the
28 public record of this case.

1 **2. DEFINITIONS**

2 2.1. Action: The instant action: 2:15-cv-07208-RGK(JCx).

3 2.2. Challenging Party: a Party or Non-Party that challenges the
4 designation of information or items under this Order.

5 2.3. “CONFIDENTIAL” Information or Items: information (regardless of
6 how it is generated, stored or maintained) or tangible things that qualify for
7 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
8 the Good Cause Statement.

9 2.4. “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”
10 Information or Items: extremely sensitive “CONFIDENTIAL” Information or
11 Items, the disclosure of which to another Party or Non-Party would create a
12 substantial risk of serious harm that could not be avoided by less restrictive means.

13 2.5. Counsel: Outside Counsel of Record and House Counsel (as well as
14 their support staff).

15 2.6. Designating Party: a Party or Non-Party that designates information
16 or items that it produces in disclosures or in responses to discovery as
17 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
18 ONLY.”

19 2.7. Disclosure or Discovery Material: all items or information, regardless
20 of the medium or manner in which it is generated, stored, or maintained (including,
21 among other things, testimony, transcripts, and tangible things), that are produced
22 or generated in disclosures or responses to discovery in this matter, including
23 material or information produced by Non-Parties if they so request.

24 2.8. Expert: a person with specialized knowledge or experience in a matter
25 pertinent to the litigation who: (1) has been retained by a Party or its counsel to
26 serve as an expert witness or as a consultant in this Action; (2) is not a past or
27 current employee of a Party or of a Party's competitor, and (3) at the time of
28

1 retention, is not anticipated to become an employee of a Party or of a Party's
2 competitor.

3 2.9. House Counsel: attorneys who are employees of a party to this
4 Action. House Counsel does not include Outside Counsel of Record or any other
5 outside counsel.

6 2.10. Non-Party: any natural person, partnership, corporation, association,
7 or other legal entity not named as a Party to this action.

8 2.11. Outside Counsel of Record: attorneys who are not employees of a
9 party to this Action but are retained to represent or advise a party to this Action
10 and have appeared in this Action on behalf of that party or are affiliated with a law
11 firm which has appeared on behalf of that party, and includes support staff.

12 2.12. Party: any party to this Action, including all of its officers, directors,
13 employees, consultants, retained experts, and Outside Counsel of Record (and their
14 support staffs).

15 2.13. Producing Party: a Party or Non-Party that produces Disclosure or
16 Discovery Material in this Action.

17 2.14. Professional Vendors: persons or entities that provide litigation
18 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
19 demonstrations, and organizing, storing, or retrieving data in any form or medium)
20 and their employees and subcontractors.

21 2.15. Protected Material: any Disclosure or Discovery Material that is
22 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL --
23 ATTORNEYS' EYES ONLY."

24 2.16. Receiving Party: a Party that receives Disclosure or Discovery
25 Material from a Producing Party.

26 3. **SCOPE**

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

1 Material; (2) all copies, excerpts, summaries, or compilations of Protected
2 Material; and (3) any deposition testimony, conversations, or presentations by
3 Parties or their Counsel that might reveal Protected Material, other than during a
4 court hearing or at trial.

5 Any use of Protected Material during a court hearing or at trial shall be
6 governed by the orders of the presiding judge. This Order does not govern the use
7 of Protected Material during a court hearing or at trial.

8 **4. DURATION**

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

17 **5. DESIGNATING PROTECTED MATERIAL**

18 5.1. Exercise of Restraint and Care in Designating Material for Protection.
19 Each Party or Non-Party that designates information or items for protection under
20 this Order must take care to limit any such designation to specific material that
21 qualifies under the appropriate standards. The Designating Party must designate for
22 protection only those parts of material, documents, items, or oral or written
23 communications that qualify so that other portions of the material, documents,
24 items, or communications for which protection is not warranted are not swept
25 unjustifiably within the ambit of this Order.

26 Mass, indiscriminate, or routinized designations are prohibited. Designations
27 that are shown to be clearly unjustified or that have been made for an improper
28 purpose (e.g., to unnecessarily encumber the case development process or to

1 impose unnecessary expenses and burdens on other parties) may expose the
2 Designating Party to sanctions.

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

6 5.2. Manner and Timing of Designations. Except as otherwise provided in
7 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
8 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
9 under this Order must be clearly so designated before the material is disclosed or
10 produced.

11 Designation in conformity with this Order requires:

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

21 A Party or Non-Party that makes original documents available for
22 inspection need not designate them for protection until after the
23 inspecting Party has indicated which documents it would like copied
24 and produced. During the inspection and before the designation, all of
25 the material made available for inspection shall be deemed
26 "CONFIDENTIAL" and/or "HIGHLY CONFIDENTIAL --
27 ATTORNEYS EYES ONLY." After the inspecting Party has
28 identified the documents it wants copied and produced, the Producing

1 Party must determine which documents, or portions thereof, qualify
2 for protection under this Order. Then, before producing the specified
3 documents, the Producing Party must affix the “CONFIDENTIAL”,
4 or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”
5 legend to each page that contains Protected Material. If only a portion
6 or portions of the material on a page qualifies for protection, the
7 Producing Party also must clearly identify the protected portion(s)
8 (e.g., by making appropriate markings in the margins).

9 (b) for testimony given in depositions that the Designating Party
10 identifies on the record or in other pretrial proceedings, before the
11 close of the deposition, hearing or other proceeding as protected
12 testimony.

13 Deposition testimony may be treated as “CONFIDENTIAL AND/OR
14 ATTORNEYS EYES’ ONLY” during the deposition, as the
15 Designating Party may direct, and the transcript of the designated
16 testimony shall be transcribed on separate pages and so marked by the
17 reporter. A Designating Party also may so designate portions of the
18 deposition after the transcription is produced and shall have twenty
19 (20) days after receipt of such deposition transcript to advise the
20 Receiving Party, in writing, of the portions of the deposition transcript
21 that are to be designated as “CONFIDENTIAL AND/OR
22 ATTORNEYS EYES’ ONLY” after which period the right to make
23 such designations shall be waived.

24 The Designating Party may exclude any person from a deposition,
25 other than those to whom Confidential Information may be disclosed
26 pursuant to this Order. Failure of such person(s) to comply with the
27 request hereunder shall constitute substantial justification for counsel
28

1 to advise the witness to refrain from answering the question seeking to
2 reveal Confidential Information.

3 (c) for information produced in some form other than documentary
4 and for any other tangible items, that the Producing Party affix in a
5 prominent place on the exterior of the container or containers in which
6 the information is stored the legend “CONFIDENTIAL” or “HIGHLY
7 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.” If only a portion
8 or portions of the information warrants protection, the Producing
9 Party, to the extent practicable, shall identify the protected portion(s).

10 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent
11 failure to designate qualified information or items does not, standing alone, waive
12 the Designating Party’s right to secure protection under this Order for such
13 material. Upon timely correction of a designation, the Receiving Party must make
14 reasonable efforts to assure that the material is treated in accordance with the
15 provisions of this Order.

16 6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

17 6.1. Timing of Challenges. Any Party may challenge a designation of
18 confidentiality at any time that is consistent with the Court’s Scheduling Order.
19 Unless a prompt challenge to a Designating Party’s confidentiality designation is
20 necessary to avoid foreseeable, substantial unfairness, unnecessary economic
21 burdens, or a significant disruption or delay of the litigation, a Party does not
22 waive its right to challenge a confidentiality designation by electing not to mount a
23 challenge promptly after the original designation is disclosed.

24 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
25 resolution process under Local Rule 37-1 et seq.

26 6.3. The burden of persuasion in any such challenge proceeding shall be
27 on the Designating Party. Frivolous challenges, and those made for an improper
28 purpose (e.g., to harass or impose unnecessary expenses and burdens on other

1 parties) may expose the Challenging Party to sanctions. Unless the Designating
2 Party has waived or withdrawn the confidentiality designation, all parties shall
3 continue to afford the material in question the level of protection to which it is
4 entitled under the Producing Party's designation until the Court rules on the
5 challenge.

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

7 7.1. Basic Principles. A Receiving Party may use Protected Material that
8 is disclosed or produced by another Party or by a Non-Party in connection with this
9 Action only for prosecuting, defending, or attempting to settle this Action. Such
10 Protected Material may be disclosed only to the categories of persons and under
11 the conditions described in this Order. When the Action has been terminated, a
12 Receiving Party must comply with the provisions of Section 13 below. Protected
13 Material must be stored and maintained by a Receiving Party at a location and in a
14 secure manner that ensures that access is limited to the persons authorized under
15 this Order.

16 7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless
17 otherwise ordered by the court or permitted in writing by the Designating Party, a
18 Receiving Party may disclose any information or item designated
19 "CONFIDENTIAL" only to:

20 7.2.1. the Receiving Party's Outside Counsel of Record in this Action,
21 as well as employees of said Outside Counsel of Record to
22 whom it is reasonably necessary to disclose the information for
23 this Action;

24 7.2.2. the officers, directors, and employees (including House
25 Counsel) of the Receiving Party to whom disclosure is
26 reasonably necessary for this Action and who have signed the
27 Acknowledgment and Agreement to Be Bound by Protective
28 Order (Exhibit A);

1 7.2.3. Experts (as defined in this Order) of the Receiving Party to
2 whom disclosure is reasonably necessary for this Action and
3 who have signed the “Acknowledgment and Agreement to Be
4 Bound” (Exhibit A), provided that the Receiving Party seeking
5 to disclose information to said Experts comply with the
6 following procedures prior to disclosure:

7 7.2.3.1. Unless otherwise ordered by the court or agreed to
8 in writing by the Designating Party, a Party that
9 seeks to disclose to an Expert any information or
10 item that has been designated CONFIDENTIAL
11 first must make a written request to the
12 Designating Party that: (1) sets forth the full name
13 of the Expert and the city and state of his or her
14 primary residence; (2) attaches a copy of the
15 Expert’s current resume; (3) identifies the Expert’s
16 current employer(s); (4) identifies each person or
17 entity from whom the Expert has received
18 compensation or funding for work in his or her
19 areas of expertise or to whom the expert has
20 provided professional services, including in
21 connection with a litigation, at any time during the
22 preceding five years; and (5) identifies (by name
23 and number of the case, filing date, and location of
24 court) any litigation in connection with which the
25 Expert has offered expert testimony, including
26 through a declaration, report, or testimony at a
27 deposition or trial, during the preceding five
28 years.

1 7.2.3.2. A Party that makes a request and provides the
2 information specified in the preceding respective
3 paragraphs may disclose the subject Protected
4 Material to the identified Expert unless, within
5 seven (7) business days of delivering the request,
6 the Party receives a written objection from the
7 Designating Party. Any such objection must set
8 forth in detail the grounds on which it is based.

9 7.2.3.3. A Party that receives a timely written objection
10 must meet and confer with the Designating Party
11 (through direct voice to voice dialogue) to try to
12 resolve the matter by agreement within seven (7)
13 business days of the written objection. If no
14 agreement is reached, the Party seeking to make
15 the disclosure to the Expert may file a motion in
16 accordance with the Local Rules seeking
17 permission from the court to do so. Any such
18 motion must describe the circumstances with
19 specificity, set forth in detail the reasons why the
20 disclosure to the Expert is reasonably necessary,
21 assess the risk of harm that the disclosure would
22 entail, and suggest any additional means that could
23 be used to reduce that risk. In addition, any such
24 motion must be accompanied by a competent
25 declaration describing the parties' efforts to
26 resolve the matter by agreement (i.e., the extent
27 and the content of the meet and confer discussions)
28 and setting forth the reasons advanced by the

1 Designating Party for its refusal to approve the
2 disclosure. In any such proceeding, the Party
3 opposing disclosure to the Expert shall bear the
4 burden of proving that the risk of harm that the
5 disclosure would entail (under the safeguards
6 proposed) outweighs the Receiving Party's need to
7 disclose the Protected Material to its Expert;

8 7.2.4. the court and its personnel;

9 7.2.5. private court reporters and their staff to whom disclosure is
10 reasonably necessary for this Action and who have signed the
11 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

12 7.2.6. professional jury or trial consultants, mock jurors, and
13 Professional Vendors to whom disclosure is reasonably
14 necessary for this Action and who have signed the
15 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

16 7.2.7. the author or recipient of a document containing the
17 information or a custodian or other person who otherwise
18 possessed or knew the information;

19 7.2.8. during their depositions, witnesses, and attorneys for witnesses,
20 in the Action to whom disclosure is reasonably necessary
21 provided: (1) the deposing party requests that the witness sign
22 the "Acknowledgment and Agreement to Be Bound" (Exhibit
23 A); and (2) they will not be permitted to keep any confidential
24 information unless they sign the "Acknowledgment and
25 Agreement to Be Bound" (Exhibit A), unless otherwise agreed
26 by the Designating Party or ordered by the court. Pages of
27 transcribed deposition testimony or exhibits to depositions that
28 reveal Protected Material may be separately bound by the court

1 reporter and may not be disclosed to anyone except as permitted
2 under this Protective Order; and

3 7.2.9. any mediator or settlement officer, and their supporting
4 personnel, mutually agreed upon by any of the parties engaged
5 in settlement discussions.

6 7.3. Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
7 ONLY” Information or Items. Unless otherwise ordered by the court or permitted
8 in writing by the Designating Party, a Receiving Party may disclose any
9 information or item designated “HIGHLY CONFIDENTIAL” only to:

10 7.3.1. the Receiving Party’s Outside Counsel of Record in this Action,
11 as well as employees of said Outside Counsel of Record to
12 whom it is reasonably necessary to disclose the information for
13 this Action;

14 7.3.2. Experts (as defined in this Order) of the Receiving Party to
15 whom disclosure is reasonably necessary for this Action and
16 who have signed the “Acknowledgment and Agreement to Be
17 Bound” (Exhibit A);

18 7.3.3. the court and its personnel;

19 7.3.4. private court reporters and their staff to whom disclosure is
20 reasonably necessary for this Action and who have signed the
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 7.3.5. professional jury or trial consultants, mock jurors, and
23 Professional Vendors to whom disclosure is reasonably
24 necessary for this Action and who have signed the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 7.3.6. the author or recipient of a document containing the
27 information or a custodian or other person who otherwise
28 possessed or knew the information; and

1 7.3.7. any mediator or settlement officer, and their supporting
2 personnel, mutually agreed upon by any of the parties engaged
3 in settlement discussions.

4 7.4. Copies of the “Acknowledgment and Agreement to be Bound” forms
5 required under subparagraphs 7.2 and 7.3 shall be promptly served on the
6 Producing Party and/or Designating Party.

7 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED**
8 **PRODUCED IN OTHER LITIGATION**

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

13 8.1. promptly notify in writing the Designating Party. Such notification
14 shall include a copy of the subpoena or court order unless prohibited by law;

15 8.2. promptly notify in writing the party who caused the subpoena or order
16 to issue in the other litigation that some or all of the material covered by the
17 subpoena or order is subject to this Protective Order. Such notification shall
18 include a copy of this Protective Order; and

19 8.3. cooperate with respect to all reasonable procedures sought to be
20 pursued by the Designating Party whose Protected Material may be affected.

21 If the Designating Party timely seeks a protective order, the Party served
22 with the subpoena or court order shall not produce any information designated in
23 this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --
24 ATTORNEYS’ EYES ONLY” before a determination by the court from which the
25 subpoena or order issued, unless the Party has obtained the Designating Party’s
26 permission, or unless otherwise required by the law or court order. The
27 Designating Party shall bear the burden and expense of seeking protection in that
28 court of its confidential material and nothing in these provisions should be

1 construed as authorizing or encouraging a Receiving Party in this Action to
2 disobey a lawful directive from another court.

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

5 9.1. The terms of this Order are applicable to information produced by a
6 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
7 CONFIDENTIAL -- ATTORNEYS' EYES ONLY." Such information produced
8 by Non-Parties in connection with this litigation is protected by the remedies and
9 relief provided by this Order. Nothing in these provisions should be construed as
10 prohibiting a Non-Party from seeking additional protections.

11 9.2. In the event that a Party is required, by a valid discovery request, to
12 produce a Non-Party's confidential information in its possession, and the Party is
13 subject to an agreement with the Non-Party not to produce the Non-Party's
14 confidential information, then the Party shall:

15 9.2.1. promptly notify in writing the Requesting Party and the Non-
16 Party that some or all of the information requested is subject to
17 a confidentiality agreement with a Non-Party;

18 9.2.2. promptly provide the Non-Party with a copy of the Protective
19 Order in this Action, the relevant discovery request(s), and a
20 reasonably specific description of the information requested;
21 and

22 9.2.3. make the information requested available for inspection by the
23 Non-Party, if requested.

24 9.3. If a Non-Party represented by counsel fails to commence the process
25 called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the
26 notice and accompanying information or fails contemporaneously to notify the
27 Receiving Party that it has done so, the Receiving Party may produce the Non-
28 Party's confidential information responsive to the discovery request. If an

1 unrepresented Non-Party fails to seek a protective order from this court within 14
2 days of receiving the notice and accompanying information, the Receiving Party
3 may produce the Non-Party's confidential information responsive to the discovery
4 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
5 not produce any information in its possession or control that is subject to the
6 confidentiality agreement with the Non-Party before a determination by the court
7 unless otherwise required by the law or court order. Absent a court order to the
8 contrary, the Non-Party shall bear the burden and expense of seeking protection in
9 this court of its Protected Material.

10 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

19 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
20 **OTHERWISE PROTECTED MATERIAL**

21 When a Producing Party gives notice to Receiving Parties that certain
22 inadvertently produced material is subject to a claim of privilege or other
23 protection, the obligations of the Receiving Parties are those set forth in Federal
24 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
25 whatever procedure may be established in an e-discovery order that provides for
26 production without prior privilege review. Pursuant to Federal Rule of Evidence
27 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
28 of a communication or information covered by the attorney-client privilege or

1 work product protection, the parties may incorporate their agreement into this
2 Protective Order.

3 **12. MISCELLANEOUS**

4 12.1. Right to Further Relief. Nothing in this Order abridges the right of
5 any person to seek its modification by the Court in the future.

6 12.2. Right to Assert Other Objections. No Party waives any right it
7 otherwise would have to object to disclosing or producing any information or item
8 on any ground not addressed in this Protective Order. Similarly, no Party waives
9 any right to object on any ground to use in evidence of any of the material covered
10 by this Protective Order.

11 12.3. Filing Protected Material. A Party that seeks to file under seal any
12 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent
13 orders of the assigned District Judge and Magistrate Judge. Protected Material
14 may only be filed under seal pursuant to a court order authorizing the sealing of the
15 specific Protected Material at issue. If a Party's request to file Protected Material
16 under seal is denied by the court, then the Receiving Party may file the information
17 in the public record unless otherwise instructed by the court.

18 **13. FINAL DISPOSITION**

19 After the final disposition of this Action, as defined in Section 4, within 60
20 days of a written request by the Designating Party, each Receiving Party must
21 return all Protected Material to the Producing Party or destroy such material. As
22 used in this subdivision, "all Protected Material" includes all copies, abstracts,
23 compilations, summaries, and any other format reproducing or capturing any of the
24 Protected Material. Whether the Protected Material is returned or destroyed, the
25 Receiving Party must submit a written certification to the Producing Party (and, if
26 not the same person or entity, to the Designating Party) by the 60 day deadline that
27 (1) identifies (by category, where appropriate) all the Protected Material that was
28 returned or destroyed and (2) affirms that the Receiving Party has not retained any

1 copies, abstracts, compilations, summaries or any other format reproducing or
2 capturing any of the Protected Material. Notwithstanding this provision, Counsel
3 are entitled to retain an archival copy of all pleadings, motion papers, trial,
4 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
5 and trial exhibits, expert reports, attorney work product, and consultant and expert
6 work product, even if such materials contain Protected Material. Any such archival
7 copies that contain or constitute Protected Material remain subject to this
8 Protective Order as set forth in Section 4.

9 14. Any violation of this Order may be punished by any and all
10 appropriate measures including, without limitation, contempt proceedings and/or
11 monetary sanctions.

12
13 **IT IS SO ORDERED.**

14
15
16 DATED: July 21, 2016

_____/s/_____
17 HONORABLE JACQUELINE CHOOLJIAN
18 UNITED STATES MAGISTRATE JUDGE
19
20
21
22
23
24
25
26
27
28

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3
4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under penalty of perjury
6 that I have read in its entirety and understand the Protective Order that was issued
7 by the United States District Court for the Central District of California on July 21,
8 2016 in the case of Ever Win International Corporation v. Premier Accessory
9 Group, LLC, 2:15-cv-07208-RGK(JCx). I agree to comply with and to be bound
10 by all the terms of this Protective Order and I understand and acknowledge that
11 failure to so comply could expose me to sanctions and punishment in the nature of
12 contempt. I solemnly promise that I will not disclose in any manner any
13 information or item that is subject to this Protective Order to any person or entity
14 except in strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District
16 Court for the Central District of California for the purpose of enforcing the terms
17 of this Protective Order, even if such enforcement proceedings occur after
18 termination of this action. I hereby appoint _____ [print
19 or type full name] of _____ [print or
20 type full address and telephone number] as my California agent for service of
21 process in connection with this action or any proceedings related to enforcement of
22 this Protective Order.

23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 Signature: _____