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 and All Fashions Clothing, Inc.

13
 14 UNITED STATES DISTRICT COURT
 15 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION
 16

17 UNICOLORS, INC., a California
 18 corporation,

19 Plaintiff,

20 v.

21 ALL FASHIONS CLOTHING, INC., a
 22 New York Corporation; ROSS
 STORES, INC., a Delaware
 23 Corporation; R&R GOLDMAN &
 ASSOCIATES, INC. d/b/a
 24 DISCOVERY CLOTHING
 COMPANY, an Illinois Corporation;
 25 and DOES 1-20, inclusive,

26 Defendant.
 27

CASE No. CV15-8942-JAK-AFM

**STIPULATED PROTECTIVE
 ORDER¹**

Honorable John A. Kronstadt, Judge
 Presiding

Honorable Alexander F. MacKinnon,
 Magistrate Judge

Complaint Filed: November 17, 2015
 Discovery Cut-Off: August 15, 2016
 Final Pretrial: February 13, 2017
 Trial: February 28, 2017

¹ This Stipulated Protective Order is based substantially on the model protective order provided under Magistrate Judge Alexander F. MacKinnon's Procedures.

1 1. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles.

11 2. GOOD CAUSE STATEMENT

12 This action is likely to involve trade secrets, customer and pricing lists and
13 other valuable research, development, commercial, financial, technical and/or
14 proprietary information for which special protection from public disclosure and
15 from use for any purpose other than prosecution of this action is warranted. Such
16 confidential and proprietary materials and information consist of, among other
17 things, confidential business or financial information, information regarding
18 confidential business practices, or other confidential research, development, or
19 commercial information (including information implicating privacy rights of third
20 parties), information otherwise generally unavailable to the public, or which may be
21 privileged or otherwise protected from disclosure under state or federal statutes,
22 court rules, case decisions, or common law. Accordingly, to expedite the flow of
23 information, to facilitate the prompt resolution of disputes over confidentiality of
24 discovery materials, to adequately protect information the parties are entitled to keep
25 confidential, to ensure that the parties are permitted reasonable necessary uses of
26 such material in preparation for and in the conduct of trial, to address their handling
27 at the end of the litigation, and serve the ends of justice, a protective order for such
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1 information is justified in this matter. It is the intent of the parties that information
2 will not be designated as confidential for tactical reasons and that nothing be so
3 designated without a good faith belief that it has been maintained in a confidential,
4 non-public manner, and there is good cause why it should not be part of the public
5 record of this case.

6 3. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

7 The parties further acknowledge, as set forth in Section 12.3, below, that this
8 Stipulated Protective Order does not entitle them to file confidential information
9 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
10 and the standards that will be applied when a party seeks permission from the court
11 to file material under seal.

12 There is a strong presumption that the public has a right of access to judicial
13 proceedings and records in civil cases. In connection with non-dispositive motions,
14 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
15 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
16 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*
17 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
18 require good cause showing), and a specific showing of good cause or compelling
19 reasons with proper evidentiary support and legal justification, must be made with
20 respect to Protected Material that a party seeks to file under seal. The parties' mere
21 designation of Disclosure or Discovery Material as HIGHLY CONFIDENTIAL
22 does not—without the submission of competent evidence by declaration,
23 establishing that the material sought to be filed under seal qualifies as confidential,
24 privileged, or otherwise protectable constitute good cause.

25
26 Further, if a party requests sealing related to a dispositive motion or trial, then
27 compelling reasons, not only good cause, for the sealing must be shown, and the
28 relief sought shall be narrowly tailored to serve the specific interest to be protected.

1 *See Pintos v. Pacific Creditors Ass’n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For
2 each item or type of information, document, or thing sought to be filed or introduced
3 under seal in connection with a dispositive motion or trial, the party seeking
4 protection must articulate compelling reasons, supported by specific facts and legal
5 justification, for the requested sealing order. Again, competent evidence supporting
6 the application to file documents under seal must be provided by declaration.

7 Any document that is not confidential, privileged, or otherwise protectable in
8 its entirety will not be filed under seal if the confidential portions can be redacted. If
9 documents can be redacted, then a redacted version for public viewing, omitting
10 only the confidential, privileged, or otherwise protectable portions of the document,
11 shall be filed. Any application that seeks to file documents under seal in their
12 entirety should include an explanation of why redaction is not feasible.

13 4. DEFINITIONS

14 4.1 Action: This Action, entitled *Unicolors, Inc. v. All Fashions Clothing,*
15 *Inc., et al.*, Case No. 2:15-cv-8942-JAK-AFM.

16 4.2 Challenging Party: a Party or Non-Party that challenges the designation
17 of information or items under this Order.

18 4.3 “HIGHLY CONFIDENTIAL” Information or Items: information
19 (regardless of how it is generated, stored or maintained) or tangible things that
20 qualify for protection under Federal Rule of Civil Procedure 26©, and as specified
21 above in the Good Cause Statement.

22 4.4 “ATTORNEYS’ EYES ONLY” Information or Items: extremely
23 sensitive “HIGHLY CONFIDENTIAL” Information or Items, the disclosure of
24 which to another Party or Non-Party would create a substantial risk of serious harm
25 that could not be avoided by less restrictive means.

26 4.5 Counsel: Outside Counsel of Record and House Counsel (as well as
27 their support staff).
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1 4.6 Designating Party: a Party or Non-Party that designates information or
2 items that it produces in disclosures or in responses to discovery as “HIGHLY
3 CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

4 4.7 Disclosure or Discovery Material: all items or information, regardless
5 of the medium or manner in which it is generated, stored, or maintained (including,
6 among other things, testimony, transcripts, and tangible things), that are produced or
7 generated in disclosures or responses to discovery in this matter.

8 4.8 Expert: a person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as
10 an expert witness or as a consultant in this Action.

11 4.9 House Counsel: attorneys who are employees of a party to this Action.
12 House Counsel does not include Outside Counsel of Record or any other outside
13 counsel.

14 4.10 Non-Party: any natural person, partnership, corporation, association or
15 other legal entity not named as a Party to this action.

16 4.11 Outside Counsel of Record: attorneys who are not employees of a party
17 to this Action but are retained to represent or advise a party to this Action and have
18 appeared in this Action on behalf of that party or are affiliated with a law firm that
19 has appeared on behalf of that party, and includes support staff.

20 4.12 Party: any party to this Action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and their
22 support staffs).

23 4.13 Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this Action.

25 4.14 Professional Vendors: persons or entities that provide litigation support
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or
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1 demonstrations, and organizing, storing, or retrieving data in any form or medium)
2 and their employees and subcontractors.

3 4.15 Protected Material: any Disclosure or Discovery Material that is
4 designated as “HIGHLY CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

5 Receiving Party: a Party that receives Disclosure or Discovery Material from
6 a Producing Party.

7 5. SCOPE

8 The protections conferred by this Stipulation and Order cover not only
9 Protected Material (as defined above), but also (1) any information copied or
10 extracted from Protected Material; (2) all copies, excerpts, summaries, or
11 compilations of Protected Material; and (3) any testimony, conversations, or
12 presentations by Parties or their Counsel that might reveal Protected Material.

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

15 6. DURATION

16 Once a case proceeds to trial, information that was designated as HIGHLY
17 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
18 as an exhibit at trial becomes public and will be presumptively available to all
19 members of the public, including the press, unless compelling reasons supported by
20 specific factual findings to proceed otherwise are made to the trial judge in advance
21 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”
22 showing for sealing documents produced in discovery from “compelling reasons”
23 standard when merits-related documents are part of court record). Accordingly, the
24 terms of this protective order do not extend beyond the commencement of the trial.

25 7. DESIGNATING PROTECTED MATERIAL

26 7.1 Exercise of Restraint and Care in Designating Material for Protection.
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1 Each Party or Non-Party that designates information or items for protection
2 under this Order must take care to limit any such designation to specific material
3 that qualifies under the appropriate standards. The Designating Party must designate
4 for protection only those parts of material, documents, items or oral or written
5 communications that qualify so that other portions of the material, documents, items
6 or communications for which protection is not warranted are not swept unjustifiably
7 within the ambit of this Order.

8 Mass, indiscriminate or routinized designations are prohibited. Designations
9 that are shown to be clearly unjustified or that have been made for an improper
10 purpose (e.g., to unnecessarily encumber the case development process or to impose
11 unnecessary expenses and burdens on other parties) may expose the Designating
12 Party to sanctions.

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

16 7.2 Manner and Timing of Designations. Except as otherwise provided in
17 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
18 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
19 under this Order must be clearly so designated before the material is disclosed or
20 produced.

21 Designation in conformity with this Order requires:

22 (a) for information in documentary form (e.g., paper or electronic
23 documents, but excluding transcripts of depositions or other pretrial or trial
24 proceedings), that the Producing Party affix at a minimum, the legend "HIGHLY
25 CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" to each page that contains
26 protected material. If only a portion of the material on a page qualifies for
27

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

3 A Party or Non-Party that makes original documents available for inspection
4 need not designate them for protection until after the inspecting Party has indicated
5 which documents it would like copied and produced. During the inspection and
6 before the designation, all of the material made available for inspection shall be
7 deemed “HIGHLY CONFIDENTIAL.” After the inspecting Party has identified the
8 documents it wants copied and produced, the Producing Party must determine which
9 documents, or portions thereof, qualify for protection under this Order. Then, before
10 producing the specified documents, the Producing Party must affix the “HIGHLY
11 CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” legend to each page that
12 contains Protected Material. If only a portion of the material on a page qualifies for
13 protection, the Producing Party also must clearly identify the protected portion(s)
14 (e.g., by making appropriate markings in the margins).

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16 (b) for testimony given in depositions that the Designating Party
17 identifies the Disclosure or Discovery Material on the record, before the close of the
18 deposition all protected testimony.

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

25 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
26 failure to designate qualified information or items does not, standing alone, waive
27 the Designating Party’s right to secure protection under this Order for such material.
28 Upon timely correction of a designation, the Receiving Party must make reasonable

1 efforts to assure that the material is treated in accordance with the provisions of this
2 Order.

3 8. CHALLENGING HIGHLY CONFIDENTIAL DESIGNATIONS

4 8.1 Timing of Challenges. Any Party or Non-Party may challenge a
5 designation of confidentiality at any time that is consistent with the Court's
6 Scheduling Order.

7 8.2 Meet and Confer. Any challenge to a confidentiality designation must
8 be presented to the Court in the form of a joint stipulation under Local Rule 37-2.
9 The Challenging Party shall initiate the dispute resolution process under Local Rule
10 37.1 et seq.

11 8.3 The burden of persuasion in any such challenge proceeding shall be on
12 the Designating Party. Frivolous challenges, and those made for an improper
13 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
14 parties) may expose the Challenging Party to sanctions. Unless the Designating
15 Party has waived or withdrawn the confidentiality designation, all parties shall
16 continue to afford the material in question the level of protection to which it is
17 entitled under the Producing Party's designation until the Court rules on the
18 challenge.

19 9. ACCESS TO AND USE OF PROTECTED MATERIAL

20 9.1 Basic Principles. A Receiving Party may use Protected Material that is
21 disclosed or produced by another Party or by a Non-Party in connection with this
22 Action only for prosecuting, defending or attempting to settle this Action. Such
23 Protected Material may be disclosed only to the categories of persons and under the
24 conditions described in this Order. When the Action has been terminated, a
25 Receiving Party must comply with the provisions of section 13 below (FINAL
26 DISPOSITION).
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1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a secure manner that ensures that access is limited to the persons
3 authorized under this Order.

4 9.2 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items.

5 Unless otherwise ordered by the court or permitted in writing by the
6 Designating Party, a Receiving Party may disclose any information or item
7 designated “HIGHLY CONFIDENTIAL” only to:

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

11 (b) the officers, directors, and employees (including House Counsel)
12 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

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

16 (d) the court and its personnel;

17 (e) court reporters and their staff;

18 (f) professional jury or trial consultants, mock jurors, and
19 Professional Vendors to whom disclosure is reasonably necessary for this Action
20 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
21 A);

22 (g) the author or recipient of a document containing the information
23 or a custodian or other person who otherwise possessed or knew the information;

24 (h) during their depositions, witnesses, and attorneys for witnesses,
25 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing
26 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
27 they will not be permitted to keep any confidential information unless they sign the
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1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
2 agreed by the Designating Party or ordered by the court. Pages of transcribed
3 deposition testimony or exhibits to depositions that reveal Protected Material may
4 be separately bound by the court reporter and may not be disclosed to anyone except
5 as permitted under this Stipulated Protective Order; and

6 (i) any mediator or settlement officer, and their supporting
7 personnel, mutually agreed upon by any of the parties engaged in settlement
8 discussions.

9 9.3 Disclosure of "ATTORNEYS' EYES ONLY" Information or Items.

10 Unless otherwise ordered by the court or permitted in writing by the
11 Designating Party, a Receiving Party may disclose any information or item
12 designated "ATTORNEYS' EYES ONLY" only to:

13 (a) the Receiving Party's Outside Counsel of Record in this Action,
14 as well as employees of said Outside Counsel of Record to whom it is reasonably
15 necessary to disclose the information for this Action;

16 (b) Experts (as defined in this Order) of the Receiving Party to
17 whom disclosure is reasonably necessary for this Action and who have signed the
18 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

19 (c) the court and its personnel;

20 (d) private court reporters and their staff to whom disclosure is
21 reasonably necessary for this Action and who have signed the "Acknowledgment
22 and Agreement to Be Bound" (Exhibit A);

23 (e) professional jury or trial consultants, mock jurors, and
24 Professional Vendors to whom disclosure is reasonably necessary for this Action
25 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit
26 A);
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1 (f) the author or recipient of a document containing the information
2 or a custodian or other person who otherwise possessed or knew the information;
3 and

4 (g) any mediator or settlement officer, and their supporting
5 personnel, mutually agreed upon by any of the parties engaged in settlement
6 discussions.

7 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
8 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 as
11 "HIGHLY CONFIDENTIAL" or "ATTORNEYS' EYES ONLY," that Party must:

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

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

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

20 If the Designating Party timely seeks a protective order, the Party served with
21 the subpoena or court order shall not produce any information designated in this
22 action as "HIGHLY CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" before a
23 determination by the court from which the subpoena or order issued, unless the
24 Party has obtained the Designating Party's permission. The Designating Party shall
25 bear the burden and expense of seeking protection in that court of its confidential
26 material and nothing in these provisions should be construed as authorizing or
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1 encouraging a Receiving Party in this Action to disobey a lawful directive from
2 another court.

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

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

11 (b) In the event that a Party is required, by a valid discovery request,
12 to 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 (i) promptly notify in writing the Requesting Party and the
16 Non-Party that some or all of the information requested is subject to a
17 confidentiality agreement with a Non-Party;

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

21 (iii) make the information requested available for inspection by
22 the Non-Party, if requested.

23 (c) If the Non-Party fails to seek a protective order from this court
24 within 14 days of receiving the notice and accompanying information, the Receiving
25 Party may produce the Non-Party's confidential information responsive to the
26 discovery request. If the Non-Party timely seeks a protective order, the Receiving
27 Party shall not produce any information in its possession or control that is subject to
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1 the confidentiality agreement with the Non-Party before a determination by the
2 court. Absent a court order to the contrary, the Non-Party shall bear the burden and
3 expense of seeking protection in this court of its Protected Material.

4 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

13 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
14 PROTECTED MATERIAL

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

26 14. MISCELLANEOUS

27 14.1 Right to Further Relief. Nothing in this Order abridges the right of any
28 person to seek its modification by the Court in the future.

1 14.2 Right to Assert Other Objections. By stipulating to the entry of this
2 Protective Order, no Party waives any right it otherwise would have to object to
3 disclosing or producing any information or item on any ground not addressed in this
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any
5 ground to use in evidence of any of the material covered by this Protective Order.

6 14.3 Filing Protected Material. A Party that seeks to file under seal any
7 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
8 only be filed under seal pursuant to a court order authorizing the sealing of the
9 specific Protected Material at issue. If a Party's request to file Protected Material
10 under seal is denied by the court, then the Receiving Party may file the information
11 in the public record unless otherwise instructed by the court.

12 15. FINAL DISPOSITION

13 After the final disposition of this Action, as defined in paragraph 4, within 60
14 days of a written request by the Designating Party, each Receiving Party must return
15 all Protected Material to the Producing Party or destroy such material. As used in
16 this subdivision, "all Protected Material" includes all copies, specimens, abstracts,
17 compilations, summaries, and any other format reproducing or capturing any of the
18 Protected Material. Whether the Protected Material is returned or destroyed, the
19 Receiving Party must submit a written certification to the Producing Party (and, if
20 not the same person or entity, to the Designating Party) by the 60 day deadline that
21 (1) identifies (by category, where appropriate) all the Protected Material that was
22 returned or destroyed and (2) affirms that the Receiving Party has not retained any
23 copies, reproductions, abstracts, compilations, summaries or any other format
24 reproducing or capturing any of the Protected Material. Notwithstanding this
25 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
26 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
27 deposition and trial exhibits, expert reports, attorney work product, and consultant
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1 and expert work product, even if such materials contain Protected Material. Any
2 such archival copies that contain or constitute Protected Material remain subject to
3 this Protective Order as set forth in Section 4 (DURATION).

4 16. VIOLATION

5 Any violation of this Order may be punished by appropriate measures
6 including, without limitation, contempt proceedings and/or monetary sanctions.
7

8 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:**

9 Dated: July 12, 2016

JEONG & LIKENS, L.C.

10 By: /s/ C. Yong Jeong

11 C. Yong Jeong

12 Attorneys for Plaintiff Unicolors, Inc.

13
14 Dated: July 12, 2016

CONKLE, KREMER & ENGEL

15 By: /s/ Mark D. Kremer

16 Mark D. Kremer

17 Mark C. Riedel

18 Attorneys for Defendant

Ross Stores Inc. and All Fashions
Clothing, Inc.

19
20 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED:**

21 DATED: 7/13/2016

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23
24 ALEXANDER F. MacKINNON

25 United States Magistrate Judge

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3 EXHIBIT A

4 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

5 I, _____[print or type full name], of
6 _____[print or type full address], declare under penalty of perjury
7 that I have read in its entirety and understand the Stipulated Protective Order that
8 was issued by the United States District Court for the Central District of California
9 on _____[date] in the case of *Unicolors, Inc. v. All Fashions*
10 *Clothing, Inc., et al.*, Case No. 2:15-cv-8942-JAK-AFM. I agree to comply with
11 and to be bound by all the terms of this Stipulated Protective Order and I understand
12 and acknowledge that failure to so comply could expose me to sanctions and
13 punishment in the nature of contempt. I solemnly promise that I will not disclose in
14 any manner any information or item that is subject to this Stipulated Protective
15 Order to any person or entity except in strict compliance with the provisions of this
16 Order.
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18 I further agree to submit to the jurisdiction of the United States District Court
19 for the Central District of California for enforcing the terms of this Stipulated
20 Protective Order, even if such enforcement proceedings occur after termination of
21 this action. I hereby appoint _____[print or type full
22 name] of _____ [print or type full address and telephone
23 number] as my California agent for service of process in connection with this action
24 or any proceeding related to enforcement of this Stipulated Protective Order.
25

26 Dated: _____

27 City and State where sworn and signed: _____

28 Print Name: _____

Signature: _____

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