

1 Anthony M. Keats (SBN 123672)
 2 *akeats@stubbsalderton.com*
 3 Konrad K. Gatien (SBN 221770)
 4 *kgatien@stubbsalderton.com*
 5 Barak J. Kamelgard (SBN 298822)
 6 *bkamelgard@stubbsalderton.com*
 7 Stubbs Alderton & Markiles, LLP
 8 1453 3rd St. Promenade, Suite 300
 9 Santa Monica, California 90401
 10 Telephone: (310) 746-9800
 11 Facsimile: (310) 746-9820

12 Attorneys for Plaintiff
 13 MICHAEL KORS, L.L.C.

14 Robert A. Rees (SBN 94295)
 15 *robertreeslaw@att.net*
 16 Rees Law Firm P.C.
 17 1925 Century Park East, Suite 2000
 18 Los Angeles, CA 90067
 19 Telephone: (310) 277-7071
 20 Facsimile: (310) 277-7067

21 Attorneys for Defendant
 22 CHUNMA USA, INC.

23 James Gilliland (SBN 107988)
 24 *kgilliland@kilpatricktownsend.com*
 25 Kilpatrick Townsend & Stockton LLP
 26 Eighth Floor, Two Embarcadero Center
 27 San Francisco, CA 94111
 28 Telephone: (415) 576-0200
 Facsimile: (415) 576-0300

Attorneys for Defendant
 ROSS STORES, INC. d/b/a
 dd's DISCOUNTS

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

MICHAEL KORS, L.L.C., a Delaware
 limited liability company,

Plaintiff,

v.

CHUNMA USA, INC., a California
 Corporation; and ROSS STORES, INC.
 d/b/a dd's DISCOUNTS, a Delaware
 Corporation

Defendants.

Case No.: 2:16-cv-01271 AB (AFMx)

DISCOVERY MATTER

Referred to Magistrate Judge
 Alexander F. MacKinnon

**[PROPOSED] STIPULATED
 PROTECTIVE ORDER¹**

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

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

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

6 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
7 SEAL

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

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

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

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

14 2. DEFINITIONS

15 2.1 Action: This Action, entitled *Michael Kors, L.L.C. v. Chunma USA, Inc.*,
16 *et al.*, Case No. 2:16-cv-01271 AB (AFMx).

17 2.2 Challenging Party: a Party or Non-Party that challenges the designation
18 of information or items under this Order.

19 2.3 “HIGHLY CONFIDENTIAL” Information or Items: information
20 (regardless of how it is generated, stored or maintained) or tangible things that qualify
21 for protection under Federal Rule of Civil Procedure 26(c), and as specified above in
22 the Good Cause Statement.

23 2.4 “ATTORNEYS’ EYES ONLY” Information or Items: extremely
24 sensitive “HIGHLY CONFIDENTIAL” Information or Items, the disclosure of which
25 to another Party or Non-Party would create a substantial risk of serious harm that
26 could not be avoided by less restrictive means.

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1 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
2 support staff).

3 2.6 Designating Party: a Party or Non-Party that designates information or
4 items that it produces in disclosures or in responses to discovery as “HIGHLY
5 CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

6 2.7 Disclosure or Discovery Material: all items or information, regardless of
7 the medium or manner in which it is generated, stored, or maintained (including,
8 among other things, testimony, transcripts, and tangible things), that are produced or
9 generated in disclosures or responses to discovery in this matter.

10 2.8 Expert: a person with specialized knowledge or experience in a matter
11 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
12 expert witness or as a consultant in this Action.

13 2.9 House Counsel: attorneys who are employees of a party to this Action.
14 House Counsel does not include Outside Counsel of Record or any other outside
15 counsel.

16 2.10 Non-Party: any natural person, partnership, corporation, association or
17 other legal entity not named as a Party to this action.

18 2.11 Outside Counsel of Record: attorneys who are not employees of a party
19 to this Action but are retained to represent or advise a party to this Action and have
20 appeared in this Action on behalf of that party or are affiliated with a law firm that has
21 appeared on behalf of that party, and includes support staff.

22 2.12 Party: any party to this Action, including all of its officers, directors,
23 employees, consultants, retained experts, and Outside Counsel of Record (and their
24 support staffs).

25 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
26 Discovery Material in this Action.

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1 2.14 Professional Vendors: persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 2.15 Protected Material: any Disclosure or Discovery Material that is
6 designated as “HIGHLY CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

7 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
8 from a Producing Party.

9 3. SCOPE

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

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

17 4. DURATION

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

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1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic
25 documents, but excluding transcripts of depositions or other pretrial or trial
26 proceedings), that the Producing Party affix at a minimum, the legend "HIGHLY
27 CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" to each page that contains
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1 protected material. If only a portion of the material on a page qualifies for protection,
2 the Producing Party also must clearly identify the protected portion(s) (e.g., by
3 making appropriate markings in the margins).

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

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

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

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
26 failure to designate qualified information or items does not, standing alone, waive the
27 Designating Party’s right to secure protection under this Order for such material.

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1 Upon timely correction of a designation, the Receiving Party must make reasonable
2 efforts to assure that the material is treated in accordance with the provisions of this
3 Order.

4 6. CHALLENGING HIGHLY CONFIDENTIAL DESIGNATIONS

5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
6 designation of confidentiality at any time that is consistent with the Court's
7 Scheduling Order.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
9 resolution process under Local Rule 37.1 et seq.

10 6.3 The burden of persuasion in any such challenge proceeding shall be on
11 the Designating Party. Frivolous challenges, and those made for an improper purpose
12 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
13 expose the Challenging Party to sanctions. Unless the Designating Party has waived
14 or withdrawn the confidentiality designation, all parties shall continue to afford the
15 material in question the level of protection to which it is entitled under the Producing
16 Party's designation until the Court rules on the challenge.

17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1 Basic Principles. A Receiving Party may use Protected Material that is
19 disclosed or produced by another Party or by a Non-Party in connection with this
20 Action only for prosecuting, defending or attempting to settle this Action. Such
21 Protected Material may be disclosed only to the categories of persons and under the
22 conditions described in this Order. When the Action has been terminated, a Receiving
23 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

24 Protected Material must be stored and maintained by a Receiving Party at a
25 location and in a secure manner that ensures that access is limited to the persons
26 authorized under this Order.

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1 7.2 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items.
2 Unless otherwise ordered by the court or permitted in writing by the
3 Designating Party, a Receiving Party may disclose any information or item designated
4 “HIGHLY CONFIDENTIAL” only to:
5 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
6 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
7 disclose the information for this Action;
8 (b) the officers, directors, and employees (including House Counsel) of the
9 Receiving Party to whom disclosure is reasonably necessary for this Action;
10 (c) Experts (as defined in this Order) of the Receiving Party to whom
11 disclosure is reasonably necessary for this Action and who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
13 (d) the court and its personnel;
14 (e) court reporters and their staff;
15 (f) professional jury or trial consultants, mock jurors, and Professional
16 Vendors to whom disclosure is reasonably necessary for this Action and who have
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
18 (g) the author or recipient of a document containing the information or a
19 custodian or other person who otherwise possessed or knew the information;
20 (h) during their depositions, witnesses, and attorneys for witnesses, in the
21 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
22 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
23 not be permitted to keep any confidential information unless they sign the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
25 by the Designating Party or ordered by the court. Pages of transcribed deposition
26 testimony or exhibits to depositions that reveal Protected Material may be separately
27 bound by the court reporter and may not be disclosed to anyone except as permitted
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1 under this Stipulated Protective Order; and

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

4 7.3 Disclosure of “ATTORNEYS’ EYES ONLY” 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 designated
7 “ATTORNEYS’ EYES ONLY” only to:

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

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

14 (c) the court and its personnel;

15 (d) private court reporters and their staff to whom disclosure is reasonably
16 necessary for this Action and who have signed the “Acknowledgment and Agreement
17 to Be Bound” (Exhibit A);

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

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

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

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1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
2 OTHER LITIGATION

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

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

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

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

14 If the Designating Party timely seeks a protective order, the Party served with
15 the subpoena or court order shall not produce any information designated in this
16 action as “HIGHLY CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” before a
17 determination by the court from which the subpoena or order issued, unless the Party
18 has obtained the Designating Party’s permission. The Designating Party shall bear the
19 burden and expense of seeking protection in that court of its confidential material and
20 nothing in these provisions should be construed as authorizing or encouraging a
21 Receiving Party in this Action to disobey a lawful directive from another court.

22 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
23 IN THIS LITIGATION

24 (a) The terms of this Order are applicable to information produced by a Non-
25 Party in this Action and designated as “HIGHLY CONFIDENTIAL” or
26 “ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in
27 connection with this litigation is protected by the remedies and relief provided by this
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1 Order. Nothing in these provisions should be construed as prohibiting a Non-Party
2 from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to
4 produce a Non-Party's confidential information in its possession, and the Party is
5 subject to an agreement with the Non-Party not to produce the Non-Party's
6 confidential information, then the Party shall:

7 (1) promptly notify in writing the Requesting Party and the Non-Party
8 that some or all of the information requested is subject to a confidentiality
9 agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated
11 Protective Order in this Action, the relevant discovery request(s), and a
12 reasonably specific description of the information requested; and

13 (3) make the information requested available for inspection by the
14 Non-Party, if requested.

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

23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
25 Protected Material to any person or in any circumstance not authorized under this
26 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
27 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
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1 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
2 persons to whom unauthorized disclosures were made of all the terms of this Order,
3 and (d) request such person or persons to execute the “Acknowledgment and
4 Agreement to Be Bound” that is attached hereto as Exhibit A.

5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
6 PROTECTED MATERIAL

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

17 12. MISCELLANEOUS

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
19 person to seek its modification by the Court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this
21 Protective Order, no Party waives any right it otherwise would have to object to
22 disclosing or producing any information or item on any ground not addressed in this
23 Stipulated Protective Order. Similarly, no Party waives any right to object on any
24 ground to use in evidence of any of the material covered by this Protective Order.

25 12.3 Filing Protected Material. A Party that seeks to file under seal any
26 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
27 only be filed under seal pursuant to a court order authorizing the sealing of the
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1 specific Protected Material at issue. If a Party’s request to file Protected Material
2 under seal is denied by the court, then the Receiving Party may file the information in
3 the public record unless otherwise instructed by the court.

4 13. FINAL DISPOSITION

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

23 14. VIOLATION

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

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1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2 DATED: _____

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4 Anthony M. Keats (SBN 123672)
akeats@stubbsalderton.com
5 Konrad K. Gatien (SBN 221770)
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6 Barak J. Kamelgard (SBN 298822)
bkamelgard@stubbsalderton.com
7 Stubbs Alderton & Markiles, LLP
1453 3rd St. Promenade, Suite 300
8 Santa Monica, California 90401

9 Attorneys for Plaintiff
MICHAEL KORS, L.L.C.

10 DATED: _____

11
12 Robert A. Rees (SBN 94295)
robertreeslaw@att.net
13 Rees Law Firm P.C.
1925 Century Park East, Suite 2000
14 Los Angeles, CA 90067

15 Attorneys for Defendant
CHUNMA USA, INC.

16
17 DATED: _____

18
19 James Gilliland
jgilliland@kilpatricktownsend.com
20 Kilpatrick Townsend & Stockton LLP
Eighth Floor, Two Embarcadero Center
21 San Francisco, CA 94111

22 Attorneys for Defendant
ROSS STORES, INC. d/b/a dd's DISCOUNTS

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24 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

25 DATED: 5/24/2016

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28 ALEXANDER F. MacKINNON
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that
I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Central District of California on
_____ [date] in the case of *Michael Kors, L.L.C. v. Chunma USA, Inc.,
et al.*, Case No. 2:16-cv-01271 AB (AFMx). I agree to comply with and to be bound
by all the terms of this Stipulated Protective Order and I understand and acknowledge
that failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any information
or item that is subject to this Stipulated Protective Order to any person or entity except
in strict compliance with the provisions of this Order.

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____