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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

GALDERMA S.A.,

Plaintiff,

v.

JOSEPH A. PERI and
SKINN COSMETICS, LLC,

Defendants.

Case No. 2:16-CV-02366-BRO-JEM

**STIPULATED PROTECTIVE
ORDER**

12 1. PURPOSES AND LIMITATIONS

13 Disclosure and discovery activity in this action are likely to involve production of
14 confidential, proprietary, or private information for which special protection from public
15 disclosure and from use for any purpose other than prosecuting this litigation may be
16 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the
17 following Stipulated Protective Order. The parties acknowledge that this Order does not
18 confer blanket protections on all disclosures or responses to discovery and that the
19 protection it affords from public disclosure and use extends only to the limited
20 information or items that are entitled to confidential treatment under the applicable legal
21 principles. The parties further acknowledge, as set forth in Section 12.3, below, that this
22 Stipulated Protective Order does not entitle them to file confidential information under
23 seal; Local Rule 79-5 sets forth the procedures that must be followed and the standards
24 that will be applied when a party seeks permission from the court to file material under
25 seal.

26 2. GOOD CAUSE STATEMENT
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1 Good cause exists for this protective order because documents that are expected to
2 be exchanged in this matter include information that is not available to the public or
3 competitors including the following categories of documents: product pricing
4 information, internal financial reports, and internal sales reports.

5 3. DEFINITIONS

6 3.1. Challenging Party: a Party or Non-Party that challenges the designation of
7 information or items under this Order.

8 3.2. “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL” Information or
9 Items: information (regardless of how it is generated, stored or maintained) or tangible
10 things that qualify for protection under Federal Rule of Civil Procedure 26(c).

11 3.3. Counsel (without qualifier): Outside Counsel of Record and House Counsel
12 (as well as their support staff).

13 3.4. Designating Party: a Party or Non-Party that designates information or
14 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL”
15 or “HIGHLY CONFIDENTIAL.”

16 3.5. Disclosure or Discovery Material: all items or information, regardless of the
17 medium or manner in which it is generated, stored, or maintained (including, among
18 other things, testimony, transcripts, and tangible things), that are produced or generated in
19 disclosures or responses to discovery in this matter.

20 3.6. Expert: a person with specialized knowledge or experience in a matter
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
22 expert witness or as a consultant in this action.

23 3.7. House Counsel: attorneys who are employees of a party to this action.
24 House Counsel does not include Outside Counsel of Record or any other outside counsel.

25 3.8. Non-Party: any natural person, partnership, corporation, association, or
26 other legal entity not named as a Party to this action.

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1 3.9. Outside Counsel of Record: attorneys who are not employees of a party to
2 this action but are retained to represent or advise a party to this action and have appeared
3 in this action on behalf of that party or are affiliated with a law firm which has appeared
4 on behalf of that party.

5 3.10. Party: any party to this action, including all of its officers, directors,
6 employees, consultants, retained experts, and Outside Counsel of Record (and their
7 support staffs).

8 3.11. Producing Party: a Party or Non-Party that produces Disclosure or
9 Discovery Material in this action.

10 3.12. Professional Vendors: persons or entities that provide litigation support
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or
12 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
13 their employees and subcontractors.

14 3.13. Protected Material: any Disclosure or Discovery Material that is designated
15 as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL” or “TRADE SECRET.”

16 3.14. Receiving Party: a Party that receives Disclosure or Discovery Material
17 from a Producing Party.

18 3.15. Trade Secret: shall include (i) confidential forward looking business,
19 marketing, advertising or promotional plans, (ii) confidential inventions, (iii) confidential
20 processes, (iv) confidential methods, and (v) proprietary customer information.”.

21 4. SCOPE

22 The protections conferred by this Stipulation and Order cover not only Protected
23 Material (as defined above), but also (1) any information copied or extracted from
24 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
25 Material; and (3) any testimony, conversations, or presentations by Parties or their
26 Counsel that might reveal Protected Material. However, the protections conferred by this
27 Stipulation and Order do not cover the following information: (a) any information that is
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1 in the public domain at the time of disclosure to a Receiving Party or becomes part of the
2 public domain after its disclosure to a Receiving Party as a result of publication not
3 involving a violation of this Order, including becoming part of the public record through
4 trial or otherwise; and (b) any information known to the Receiving Party prior to the
5 disclosure or obtained by the Receiving Party after the disclosure from a source who
6 obtained the information lawfully and under no obligation of confidentiality to the
7 Designating Party. Any use of Protected Material at trial shall be governed by a separate
8 agreement or order.

9 **5. DURATION**

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

17 **6. DESIGNATING PROTECTED MATERIAL**

18 **6.1. Exercise of Restraint and Care in Designating Material for Protection.** Each
19 Party or Non-Party that designates information or items for protection under this Order
20 must take care to limit any such designation to specific material that qualifies under the
21 appropriate standards. The Designating Party must designate for protection only those
22 parts of material, documents, items, or oral or written communications that qualify – so
23 that other portions of the material, documents, items, or communications for which
24 protection is not warranted are not swept unjustifiably within the ambit of this Order.

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

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

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

6 6.2. Manner and Timing of Designations. Except as otherwise provided in this
7 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
8 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
9 must be clearly so designated before the material is disclosed or produced.

10 Designation in conformity with this Order requires:

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

18 A Party or Non-Party that makes original documents or materials available
19 for inspection need not designate them for protection until after the inspecting Party has
20 indicated which material it would like copied and produced. During the inspection and
21 before the designation, all of the material made available for inspection shall be deemed
22 "CONFIDENTIAL," "HIGHLY CONFIDENTIAL," or "TRADE SECRET." After the
23 inspecting Party has identified the documents it wants copied and produced, the
24 Producing Party must determine which documents, or portions thereof, qualify for
25 protection under this Order. Then, before producing the specified documents, the
26 Producing Party must affix the "CONFIDENTIAL," "HIGHLY CONFIDENTIAL" or
27 "TRADE SECRET" legend to each page that contains Protected Material. If only a

1 portion or portions of the material on a page qualifies for protection, the Producing Party
2 also must clearly identify the protected portion(s) (e.g., by making appropriate markings
3 in the margins).

4 (b) For testimony given in deposition or in other pretrial or trial
5 proceedings, that the Designating Party identify on the record, before the close of the
6 deposition, hearing, or other proceeding, all protected testimony, or, in the case of a
7 deposition, identifies the protected portions of the deposition within 15 days of receipt of
8 the transcript.

9 (c) For information produced in some form other than documentary and
10 for any other tangible items, that the Producing Party affix in a prominent place on the
11 exterior of the of the container or containers in which information or item is stored the
12 legend “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL” or “TRADE SECRET.” If
13 only a portion or portions of the information or item warrant protection, the Producing
14 Party, to the extent practicable, shall identify the protected portion(s).

15 6.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
16 to designate qualified information or items does not, standing alone, waive the
17 Designating Party’s right to secure protection under this Order for such material. Upon
18 timely correction of a designation, the Receiving Party must make reasonable efforts to
19 assure that the material is treated in accordance with the provisions of this Order.

20 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 7.1. Timing of Challenges. Any Party or Non-Party may challenge a designation
22 of confidentiality at any time. Unless a prompt challenge to a Designating Party’s
23 confidential designation is necessary to avoid foreseeable, substantial unfairness,
24 unnecessary economic burdens, or a significant disruption or delay of the litigation, a
25 Party does not waive its right to challenge a confidentiality designation by electing not to
26 mount a challenge promptly after the original designation is disclosed.

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1 7.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution
2 process under Local Rule 37-1 et seq.

3 7.3. Judicial Intervention. Any challenge submitted to the Court shall be via a
4 joint stipulation pursuant to Local Rule 37-2.

5 Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass or
6 impose unnecessary expenses and burdens on other parties) may expose the Challenging
7 Party to sanctions. Unless the Designating Party has waived or withdrawn the
8 confidentiality designation, all parties shall continue to afford the material in question the
9 level of protection to which it is entitled under the Producing Party’s designation until the
10 court rules on the challenge.

11 8. ACCESS TO AND USE OF PROTECTED MATERIAL

12 8.1. Basic Principles. A Receiving Party may use Protected Material that is
13 disclosed or produced by another Party or by a Non-Party in connection with this case
14 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
15 Material may be disclosed only to the categories of persons and under the conditions
16 described in this Order. When the litigation has been terminated, a Receiving Party must
17 comply with the provisions of section 13 below (FINAL DISPOSITION).

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

21 8.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
22 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
23 may disclose any information or item designated “CONFIDENTIAL” only to:

24 (a) The Receiving Party’s Outside Counsel of Record in this action, as
25 well as employees of said Outside Counsel of Record to whom it is reasonably necessary
26 to disclose the information for this litigation;

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1 (b) The officers, directors, and employees (including House Counsel) of
2 the Receiving Party to whom disclosure is reasonably necessary for this litigation and
3 who have signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A);

4 (c) Experts (as defined in this Order) of the Receiving Party to whom
5 disclosure is reasonably necessary for this litigation and who have signed the
6 “Acknowledgement and Agreement to Be Bound” (Exhibit A);

7 (d) The court and its personnel;

8 (e) Court reporters and their staff, professional jury or trial consultants,
9 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for
10 this litigation and who have signed the “Acknowledgement and Agreement to Be Bound”
11 (Exhibit A);

12 (f) During their depositions, witnesses in the action to whom disclosure
13 is reasonably necessary and who have signed the “Acknowledgement and Agreement to
14 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by
15 the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal
16 Protected Material must be separately bound by the court reporter and may not be
17 disclosed to anyone except as permitted under this Stipulated Protective Order;

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 8.3. Disclosure of “HIGHLY CONFIDENTIAL” Information or Items. Unless
21 otherwise ordered by the court or permitted in writing by the Designating Party, a
22 Receiving Party may disclose any information or item designated “HIGHLY
23 CONFIDENTIAL” only to:

24 (a) The Receiving Party’s Outside Counsel of Record in this action, as
25 well as employees of said Outside Counsel of Record to whom it is reasonably necessary
26 to disclose the information for this litigation;

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1 (b) Two In House Counsel of the Receiving Party to whom disclosure is
2 reasonably necessary for this litigation, who have been previously identified to opposing
3 counsel, and who have signed the “Acknowledgement and Agreement to Be Bound”
4 (Exhibit A);

5 (c) Experts (as defined in this Order) of the Receiving Party to whom
6 disclosure is reasonably necessary for this litigation and who have signed the
7 “Acknowledgement and Agreement to Be Bound” (Exhibit A);

8 (d) The court and its personnel;

9 (e) Court reporters and their staff, professional jury or trial consultants,
10 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for
11 this litigation and who have signed the “Acknowledgement and Agreement to Be Bound”
12 (Exhibit A); and

13 (f) The author or recipient of a document containing the information or a
14 custodian or other person who otherwise possessed or knew the information.

15 8.4. Disclosure of “TRADE SECRET” Information or Items. Unless otherwise
16 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
17 may disclose any information or item designated “TRADE SECRET” only to:

18 (a) The Receiving Party’s Outside Counsel of Record in this action, as
19 well as employees of said Outside Counsel of Record to whom it is reasonably necessary
20 to disclose the information for this litigation;

21 (b) Experts (as defined in this Order) of the Receiving Party to whom
22 disclosure is reasonably necessary for this litigation and who have signed the
23 “Acknowledgement and Agreement to Be Bound” (Exhibit A);

24 (c) The court and its personnel;

25 (d) Court reporters and their staff, professional jury or trial consultants,
26 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for
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1 this litigation and who have signed the “Acknowledgement and Agreement to Be Bound”
2 (Exhibit A); and

3 (e) The author or recipient of a document containing the information or a
4 custodian or other person who otherwise possessed or knew the information.

5 8.5. Disclosure to Experts. Any party who seeks to disclose any information or
6 item designated “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL,” or “TRADE
7 SECRET” to an Expert (as defined in this Order) must first notify the party that so
8 designated the information or item. Notification shall include the proposed Expert’s
9 name, occupation, and professional background. The party receiving such notification
10 will then have ten (10) days to serve a written objection to disclosure to the Expert. If
11 objection is made, the parties will meet and confer in good faith to resolve the dispute. If
12 the parties are unable to resolve the dispute despite making a reasonable effort to do so,
13 the party objecting to disclosure may file a motion with the Court to prevent disclosure. If
14 the objecting party fails to file such a motion within fourteen (14) days of service of its
15 written objection, however, the other party may proceed to disclose the information or
16 item to the Expert.

17 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
18 OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation that
20 compels disclosure of any information or items designated in this action as
21 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL” or “TRADE SECRET,” that Party
22 must:

23 (a) Promptly notify in writing the Designating Party. Such notification
24 shall include a copy of the subpoena or court order;

25 (b) Promptly notify in writing the party who caused the subpoena or
26 order to issue in the other litigation that some or all of the material covered by the
27

1 subpoena or order is subject to this Protective Order. Such notification shall include a
2 copy of this Stipulated Protective Order; and

3 (c) Cooperate with respect to all reasonable procedures sought to be
4 pursued by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with the
6 subpoena or court order shall not produce any information designated in this action as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” or “TRADE SECRET” before a
8 determination by the court from which the subpoena or order issued, unless the Party has
9 obtained the Designating Party’s permission. The Designating Party shall bear the burden
10 and expense of seeking protection in that court of its confidential material ± and nothing
11 in these provisions should be construed as authorizing or encouraging a Receiving Party
12 in this action to disobey a lawful directive from another court.

13 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
14 IN THIS LITIGATION

15 The terms of this Order are applicable to information produced by a Non-Party in
16 this action and designated as “CONFIDENTIAL” “HIGHLY CONFIDENTIAL” or
17 “TRADE SECRET.” Such information produced by Non-Parties in connection with this
18 litigation is protected by the remedies and relief provided by this Order. Nothing in these
19 provisions should be construed as prohibiting a Non-Party from seeking additional
20 protections.

21 In the event that a Party is required, by a valid discovery request, to produce a
22 Non-Party’s confidential information in its possession, and the Party is subject to an
23 agreement with the Non-Party not to produce the Non-Party’s confidential information,
24 then the Party shall:

25 (a) Promptly notify in writing the Requesting Party and the Non-Party
26 that some or all of the information requested is subject to a confidentiality agreement
27 with a Non-Party;

1 (b) Promptly provide the Non-Party with a copy of the Stipulated
2 Protective Order in this litigation, the relevant discovery request(s), and a reasonably
3 specific description of the information requested; and

4 (c) Make the information requested available for inspection by the Non-
5 Party.

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

14 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

23 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
24 PROTECTED MATERIAL

25 When a Producing Party gives notice to Receiving Parties that certain
26 inadvertently produced material is subject to a claim of privilege or other protection, the
27 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure

1 26(b)(5)(B). This provision is not intended to modify whatever procedure may be
2 established in an e-discovery order that provides for production without prior privilege
3 review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach
4 an agreement on the effect of disclosure of a communication or information covered by
5 the attorney-client privilege or work product protection, the parties may incorporate their
6 agreement in the stipulated protective order submitted to the court.

7 13. MISCELLANEOUS

8 13.1. Right to Further Relief. Nothing in this Order abridges the right of any
9 person to seek its modification by the court in the future.

10 13.2. Right to Assert Other Objections. By stipulating to the entry of this
11 Protective Order no Party waives any right it otherwise would have to object to
12 disclosing or producing any information or item on any ground not addressed in this
13 Stipulated Protective Order. Similarly, no Party waives any right to object on any ground
14 to use in evidence of any of the material covered by this Protective Order.

15 13.3. Filing Protected Material. A Party that seeks to file under seal any Protected
16 Material must comply with Local Rule 79-5. Protected Material may only be filed under
17 seal pursuant to a court order authorizing the sealing of the specific Protected Material at
18 issue. If a Receiving Party's request to file Protected Material under seal pursuant to
19 Local Rule 79-5 is denied by the court, then the Receiving Party may file the information
20 in the public record unless otherwise instructed by the court.

21 14. FINAL DISPOSITION.

22 Within 60 days after the final disposition of this action, as defined in paragraph 4,
23 each Receiving Party must return all Protected Material to the Producing Party or destroy
24 such material. As used in this subdivision, "all Protected Material" includes all copies,
25 abstracts, compilations, summaries, and any other format reproducing or capturing any of
26 the Protected Material. Whether the Protected Material is returned or destroyed, the
27 Receiving Party must submit a written certification to the Producing Party (and, if not the

1 same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
2 (by category, where appropriate) all the Protected Material that was returned or destroyed
3 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
4 compilations, summaries or any other format reproducing or capturing any of the
5 Protected Material. Notwithstanding this provision, Counsel shall not be obligated to
6 destroy copies of Protected Material stored on backup media pursuant to automatic
7 archiving or backup procedures, including online cloud-based backups, and which cannot
8 reasonably be deleted. Notwithstanding this provision, Counsel are entitled to retain an
9 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
10 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
11 work product, and consultant and expert work product, even if such materials contain
12 Protected Material. Any such archival copies and backup media copies that contain or
13 constitute Protected Material remain subject to this Protective Order as set forth in
14 Section 4 (DURATION).

15 IT IS SO STIPULATED AND AGREED.

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18 Dated: January 17, 2016

SHADES OF GRAY LAW GROUP, P.C.
NAOMI JANE GRAY

19
20 LOMBARD & GELIEBTER LLP
21 DARREN M. GELIEBTER
22 G. MATHEW LOMBARD
23 ERIC J. HUANG

24 By



Eric J. Huang

25
26 *Attorneys for Plaintiff*
27 *Galderma S.A.*

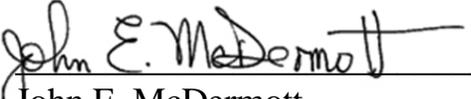
OSTERGAR LAW GROUP PC
ALLEN C. OSTERGAR III

By _____ /s/ _____
Allen C. Ostergar III

Attorney for Defendants
Joseph A. Peri and Skinn Cosmetics, LLC

IT IS SO ORDERED.

Dated: February 8, 2017



John E. McDermott
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare
5 under penalty of perjury that I have read in its entirety and understand the Stipulated
6 Protective Order that was issued by the United States District Court for the Central
7 District of California on _____ [date] in the case of *Galderma S.A. v.*
8 *Joseph A. Peri and Skinn Cosmetics, LLC*, Case No. 2:16-CV-02366-BRO-JEM. I
9 agree to comply with and to be bound by all the terms of this Stipulated Protective
10 Order and I understand and acknowledge that failure to so comply could expose me to
11 sanctions and punishment in the nature of contempt. I solemnly promise that I will not
12 disclose in any manner any information or item that is subject to this Stipulated
13 Protective Order to any person or entity except in strict compliance with the provisions
14 of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for
16 the Central District of California for the purpose of enforcing the terms of this
17 Stipulated Protective Order, even if such enforcement proceedings occur after
18 termination of this action.

19 I hereby appoint _____ [print or type full
20 name] of _____
21 [print or type full address and telephone number] as my California agent for service of
22 process in connection with this action or any proceedings related to enforcement of this
23 Stipulated Protective Order.

24 Date: _____

25 City and State where sworn and signed: _____

26 Printed name: _____

27 Signature: _____

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CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of February 2017, I caused a copy of STIPULATED PROTECTIVE ORDER to be filed electronically with the Clerk of the Court using the CM/ECF system. Notice of this filing will be sent to all counsel of record by operation of the Court's electronic filing system.

Dated: February 17, 2017

OSTERGAR LAW GROUP PC

By 
Allen C. Ostergar III

Attorneys for Defendants