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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

L'ORÉAL USA, Inc., a Delaware corporation,

Plaintiff,

vs.

SPATZ LABORATORIES, a California corporation,
Defendant.

SPATZ LABORATORIES, a California corporation,

Counterclaim Plaintiff,

v.

L'ORÉAL USA, INC., a Delaware corporation,

Counterclaim Defendant

CASE NO. 2:16-CV-03572-AB (ASx)

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

[PROPOSED] STIPULATED
PROTECTIVE ORDER

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

15 A. GOOD CAUSE STATEMENT

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

10 2. DEFINITIONS

11 2.1 Action: *L'Oréal USA, Inc. v. Spatz Laboratories*, Case No. 2:16-CV-
12 03572-AB-AS.

13 2.2 Challenging Party: a Party or Non-Party that challenges the
14 designation of information or items under this Order.

15 2.3 "CONFIDENTIAL" Information or Items: information (regardless of
16 how it is generated, stored or maintained) or tangible things that qualify for
17 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
18 the Good Cause Statement.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
20 their support staff).

21 2.5 Designating Party: a Party or Non-Party that designates information or
22 items that it produces in disclosures or in responses to discovery as
23 "CONFIDENTIAL" or "ATTORNEYS EYES ONLY," as defined herein.

24 2.6 Disclosure or Discovery Material: all items or information, regardless
25 of the medium or manner in which it is generated, stored, or maintained (including,
26 among other things, testimony, transcripts, and tangible things), that are produced
27 or generated in disclosures or responses to discovery in this matter.
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1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in this Action.

4 2.8 House Counsel: attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 2.9 Non-Party: any natural person, partnership, corporation, association,
8 or other legal entity not named as a Party to this action.

9 2.10 Outside Counsel of Record: attorneys who are not employees of a
10 party to this Action but are retained to represent or advise a party to this Action and
11 have appeared in this Action on behalf of that party or are affiliated with a law firm
12 which has appeared on behalf of that party, and includes support staff.

13 2.11 Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 2.13 Professional Vendors: persons or entities that provide litigation
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)
21 and their employees and subcontractors.

22 2.14 Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL” or “ATTORNEYS EYES ONLY,” as defined
24 herein.

25 2.15 Receiving Party: a Party that receives Disclosure or Discovery
26 Material from a Producing Party.

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1 3. SCOPE

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

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

9 4. 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
12 otherwise in writing or a court order otherwise directs. Final disposition shall be
13 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
14 with or without prejudice; and (2) final judgment herein after the completion and
15 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
16 including the time limits for filing any motions or applications for extension of time
17 pursuant to applicable law.

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

14 Designation in conformity with this Order requires:

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

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

8 (b) for testimony given in depositions that the Designating Party
9 identify the Disclosure or Discovery Material on the record, before the close of the
10 deposition all protected testimony.

11 (c) for information produced in some form other than documentary and
12 for any other tangible items, that the Producing Party affix in a prominent place on
13 the exterior of the container or containers in which the information is stored the
14 legend “CONFIDENTIAL” or “ATTORNEYS EYES ONLY.” If only a portion or
15 portions of the information warrants protection, the Producing Party, to the extent
16 practicable, shall identify the protected portion(s).

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
18 failure to designate qualified information or items does not, standing alone, waive
19 the Designating Party’s right to secure protection under this Order for such
20 material. Upon timely correction of a designation, the Receiving Party must make
21 reasonable efforts to assure that the material is treated in accordance with the
22 provisions of this Order.

23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
25 designation of confidentiality at any time that is consistent with the Court’s
26 Scheduling Order.
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1 6.2 Procedure for Challenges. If a party objects to the designation of
2 particular Disclosure or Discovery Materials as “CONFIDENTIAL” or
3 “ATTORNEYS EYES ONLY” on the ground that such confidentiality is not
4 necessary to protect the interests of Producing Party, the following procedure shall
5 be utilized:

6 (a) The objecting party shall give counsel of record for the Producing
7 Party written notice thereof, specifying the document, information or other things as
8 to which an objection is asserted and the reasons for the request;

9 (b) If, after receiving written notice of the objection to the designation,
10 the Producing Party believes the designation is proper, then the Producing Party
11 shall contact the objecting party within five (5) business days of receiving the
12 written notice of the objection and attempt to resolve the dispute without Court
13 intervention. If the first attempt to resolve the dispute is unsuccessful, the
14 Producing Party shall schedule another meet and confer with the objecting party. If
15 the parties are unable to resolve the dispute following the second attempt, then,
16 within five (5) business days of the second meet and confer, the Producing Party
17 shall email the objecting party a proposed neutral statement of the dispute, the
18 specific relief requested, a summary of the parties’ respective positions and at least
19 two proposed dates and times for a telephonic conference with the Court, pursuant
20 to Magistrate Judge Sagar’s Procedure No. 3 for Informal Discovery Dispute
21 Resolution. Within two (2) business days of receiving the email, the objecting
22 party shall email the Producing Party any comments or edits to the neutral
23 statement of the dispute, the specific relief requested, the summary of the parties’
24 respective positions and the proposed dates and times for the telephonic conference
25 with the Court. Within two (2) business days of receiving the objecting party’s
26 comments and edits, the Producing Party shall email (with a cc to the objecting
27 party) the Courtroom Deputy Clerk at AS_Chambers@cacd.uscourts.gov with the
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1 following information: (a) at least three proposed dates and times, agreeable to the
2 parties, for the telephonic conference; (b) a brief, neutral statement of the discovery
3 dispute and the specific relief requested; (c) a brief summary of the parties’
4 respective positions; and (d) the two dates of the parties’ meet-and-confer efforts to
5 resolve the dispute without Court intervention. Pursuant to Magistrate Judge
6 Sagar’s Procedure No. 3 for Informal Discovery Dispute Resolution, after its
7 review of the email request, the Court will schedule a telephonic conference if
8 appropriate or advise the parties to proceed by motion under Central District Local
9 Rule 37-2. The designated materials shall continue to be “CONFIDENTIAL” or
10 “ATTORNEYS EYES ONLY” until determined to be otherwise by order of the
11 Court, by agreement of the Parties, or by failure of a party to seek a determination
12 from the Court within the required time periods referenced above.

13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 Basic Principles. A Receiving Party may use Protected Material that is
15 disclosed or produced by another Party or by a Non-Party in connection with this
16 Action only for prosecuting, defending, or attempting to settle this Action. Such
17 Protected Material may be disclosed only to the categories of persons and under the
18 conditions described in this Order. When the Action has been terminated, a
19 Receiving Party must comply with the provisions of section 13 below (FINAL
20 DISPOSITION).

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

24 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
25 otherwise ordered by the court or permitted in writing by the Designating Party, a
26 Receiving Party may disclose any information or item designated
27 “CONFIDENTIAL” only to:
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1 (a) Counsel for the Parties in this Action, as well as employees of said
2 Counsel to whom it is reasonably necessary to disclose the information for this
3 Action;

4 (b) Officers, directors, and employees of the Receiving Party to whom
5 disclosure is reasonably necessary for this Action;

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

9 (d) the Court and its personnel;

10 (e) court reporters and their staff;

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

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

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

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

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1 7.3 Disclosure of “ATTORNEYS EYES ONLY” Information or Items. A
2 higher level of protection shall be provided for trade secrets and highly sensitive
3 research, development or commercial documents, testimony, information, or other
4 materials designated “ATTORNEYS EYES ONLY.” Restrictions on the
5 dissemination, use and designation of “CONFIDENTIAL” Information or Items
6 shall also apply to Attorneys Eyes Only information or items, with the exception
7 that access to material designated “ATTORNEYS EYES ONLY” shall be restricted
8 to the following individuals:

9 (a) Outside Counsel of Record for the Parties and any other attorneys
10 in their firms employed to assist such attorneys in connection with the Action;

11 (b) outside experts and consultants used by Outside Counsel of Record
12 for the Parties to assist in this litigation who, by executing the “Acknowledgment
13 and Agreement to Be Bound” (Exhibit A), expressly agree to be bound by the terms
14 of this Protective Order and subject directly to enforcement hereunder;

15 (c) clerical personnel, paralegals and other persons employed by
16 Outside Counsel of Record for the Parties in the course of assisting said attorneys;

17 (d) court reporters, translators, duplicating services, and auxiliary
18 services of like nature routinely engaged by Counsel;

19 (e) the Court and its personnel;

20 (f) authors and recipients of the Confidential Material;

21 (g) witnesses at their depositions; and

22 (h) mediators.

23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
24 IN OTHER LITIGATION

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

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

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

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

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

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

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

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

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

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

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

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

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

13 12. MISCELLANEOUS

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
15 person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this
17 Protective Order no Party waives any right it otherwise would have to object to
18 disclosing or producing any information or item on any ground not addressed in
19 this Stipulated Protective Order. Similarly, no Party waives any right to object on
20 any ground to use in evidence of any of the material covered by this Protective
21 Order.

22 12.3 Filing Protected Material. A Party that seeks to file under seal any
23 Protected Material must comply with Civil Local Rule 79-5. Protected Material
24 may only be filed under seal pursuant to a court order authorizing the sealing of the
25 specific Protected Material at issue. If a Party's request to file Protected Material
26 under seal is denied by the court, then the Receiving Party may file the information
27 in the public record unless otherwise instructed by the court.

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1 13. FINAL DISPOSITION

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

20 14. PROSECUTION BAR

21 Unless otherwise directed by the Court or authorized in writing by the
22 Producing Party, no person involved in the prosecution of patents or patent
23 applications claiming lip and skin cosmetic products, formulations, or processes for
24 manufacturing the same before any foreign or domestic agency, including the U.S.
25 Patent and Trademark Office, shall receive access to any “CONFIDENTIAL”
26 Information or Items, or information or items designated as “ATTORNEYS EYES
27 ONLY,” that is provided under this Protective Order, and no person who receives
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1 “CONFIDENTIAL” Information or Items, or information or items designated as
2 “ATTORNEYS EYES ONLY,” that is provided under this Protective Order shall
3 become involved in the prosecution of such patents or patent applications. For
4 purposes of this Paragraph, “prosecution” means substantive involvement in
5 drafting or amending the scope of patent claims. To avoid any doubt, “prosecution”
6 as used in this Paragraph does not include representing a party before a domestic or
7 foreign patent agency in any reissue, interference, reexamination, inter partes
8 review, post-grant review, or opposition proceeding, but only as long as such
9 representation does not include substantive involvement in amendments broadening
10 the scope of patent claims or the addition of new claims broader in any respect from
11 the broadest of the existing claims. This Prosecution Bar shall begin when access
12 to “CONFIDENTIAL” Information or Items, or information or items designated as
13 “ATTORNEYS EYES ONLY,” is first received by the affected individual and shall
14 end one (1) year after final termination of this action, including appeals. This
15 paragraph shall not preclude any person who has received “CONFIDENTIAL”
16 Information or Items, or information or items designated as “ATTORNEYS EYES
17 ONLY,” from providing legal advice concerning this litigation. Nothing in this
18 Protective Order shall prevent any person from making use of any information that
19 is designated as “CONFIDENTIAL” or “ATTORNEYS EYES ONLY” if such
20 material:

21 (a) was lawfully in his or her possession before receipt under the
22 provisions of this Protective Order;

23 (b) was or becomes available to the public through no fault of a
24 Receiving Party;

25 (c) was or is obtained from a source not under an obligation of secrecy
26 to the Producing Party;

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Dated: January 5, 2018

By: _____ /s/
Dennis S. Ellis
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Attorneys for L'Oréal USA, Inc.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: January 5, 2018

By: _____ / s / Alka Sagar
Hon. Alka Sagar
United State 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 under penalty of perjury
5 that I have read in its entirety and understand the Stipulated Protective Order that
6 was issued by the United States District Court for the Central District of California
7 on [date] in the case of *L'Oréal USA, Inc. v. Spatz Laboratories*, Case No. 2:16-
8 CV-03572-AB-AS. I agree to comply with and to be bound by all the terms of this
9 Stipulated Protective Order and I understand and acknowledge that failure to so
10 comply could expose me to sanctions and punishment in the nature of contempt. I
11 solemnly promise that I will not disclose in any manner any information or item
12 that is subject to this Stipulated Protective Order to any person or entity except in
13 strict compliance with the provisions of this Order.

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

22 Date: _____

23 City and State where sworn and signed: _____

24
25 Printed name: _____

26 Signature: _____

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