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 7 *Affliction Holdings, LLC*
 8 *and Xtreme Couture, Inc.*

8 UNITED STATES DISTRICT COURT
 9 CENTRAL DISTRICT OF CALIFORNIA

11 RCRV, INC., d/b/a ROCK REVIVAL, a
 12 California Corporation

13 Plaintiff,

14 vs.

15 AFFLICTION HOLDINGS, LLC, a
 16 California Limited Liability Company;
 17 XTREME COUTURE, INC., a California
 18 Corporation; XYZ COMPANIES 1-10,
 19 and JOHN AND JANE DOES 1-10,

CASE NO. 2:16-cv-03582-ODW (Ex)

~~PROPOSED~~ STIPULATED
 PROTECTIVE ORDER

Hon. Charles F. Eick

20 [RELATED COUNTERCLAIMS]
 21
 22

24 1. A. PURPOSES AND LIMITATIONS

25 Discovery in this action is likely to involve production of confidential,
 26 proprietary, or private information for which special protection from public disclosure
 27 and from use for any purpose other than prosecuting this litigation may be warranted.

28 Accordingly, the parties hereby stipulate to and petition the Court to enter the

1 following Stipulated Protective Order. The parties acknowledge that this Order does
2 not confer blanket protections on all disclosures or responses to discovery and that the
3 protection it affords from public disclosure and use extends only to the limited
4 information or items that are entitled to confidential treatment under the applicable
5 legal principles.

6 **B. GOOD CAUSE STATEMENT**

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

26 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**
27 **SEAL**

28 The parties further acknowledge, as set forth in Section 12.3, below, that this

1 Stipulated Protective Order does not entitle them to file confidential information under
2 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the
3 standards that will be applied when a party seeks permission from the court to file
4 material under seal.

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

18 Further, if a party requests sealing related to a dispositive motion or trial, then
19 compelling reasons, not only good cause, for the sealing must be shown, and the relief
20 sought shall be narrowly tailored to serve the specific interest to be protected. *See*
21 *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item
22 or type of information, document, or thing sought to be filed or introduced under seal
23 in connection with a dispositive motion or trial, the party seeking protection must
24 articulate compelling reasons, supported by specific facts and legal justification, for the
25 requested sealing order. Again, competent evidence supporting the application to file
26 documents under seal must be provided by declaration.

27 Any document that is not confidential, privileged, or otherwise protectable in its
28 entirety will not be filed under seal if the confidential portions can be redacted. If

1 documents can be redacted, then a redacted version for public viewing, omitting only
2 the confidential, privileged, or otherwise protectable portions of the document, shall be
3 filed. Any application that seeks to file documents under seal in their entirety should
4 include an explanation of why redaction is not feasible.

5 **2. DEFINITIONS**

6 2.1 Action: this pending federal lawsuit.

7 2.2 Challenging Party: a Party or Non-Party that challenges the designation
8 of information or items under this Order.

9 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
10 how it is generated, stored or maintained) or tangible things that qualify for protection
11 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
12 Statement.

13 2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
14 Information or Items: information that contains or discloses information that it in good
15 faith believes to be extremely commercially sensitive or would provide a competitive
16 advantage to competitors or compromise or jeopardize the Designating Party’s
17 business interests if disclosed.

18 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
19 support staff)

20 2.6 Designating Party: a Party or Non-Party that designates information or
21 items that it produces in disclosures or in responses to discovery as
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
23 ONLY.”

24 2.7 Disclosure or Discovery Material: all items or information, regardless of
25 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 or
27 generated in disclosures or responses to discovery in this matter.

28

1 2.8 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 an
3 expert witness or consultant in this Action.

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

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

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

13 2.12 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 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

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

22 2.15 Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL,” and/or “HIGHLY CONFIDENTIAL –
24 ATTORNEYS’ EYES ONLY.”

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

27 **3. SCOPE**

28 The protections conferred by this Stipulated Protective Order cover not only

1 Protected Material (as defined above), but also (a) any information copied or extracted
2 from Protected Material; (b) all copies, excerpts, summaries, or compilations of
3 Protected Material; and (c) any testimony, conversations, or presentations by Parties or
4 their Counsel that might reveal Protected Material.

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

8 **4. DURATION**

9 Once a case proceeds to trial, information that was designated as
10 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY, or
11 maintained pursuant to this Stipulated Protective Order which is used or introduced as
12 an exhibit at trial becomes public and will be presumptively available to all members
13 of the public, including the press, unless compelling reasons supported by specific
14 factual findings to proceed otherwise are made to the trial judge in advance of the trial.
15 See Kamakana, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing
16 documents produced in discovery from “compelling reasons” standard when merits-
17 related documents are part of court record). Accordingly, the terms of this Stipulated
18 Protective Order do not extend beyond the commencement of the trial.

19 **5. DESIGNATING PROTECTED MATERIAL**

20 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

28

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 impose
4 unnecessary expenses and burdens on other parties) may expose the Designating Party
5 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 this
10 Stipulated Protective Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as
11 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
12 protection under this Order must be clearly so designated before the material is
13 disclosed or 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 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
19 (hereinafter the "Legend"), to each page that contains protected material. If only a
20 portion or portions of the material on a page qualifies for protection, the Producing
21 Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate
22 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 before
26 the designation, all of the material made available for inspection shall be deemed
27 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting
28 Party has identified the documents it wants copied and produced, the Producing Party

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

7 (b) for testimony given in depositions that the Designating Party
8 identify the Disclosure or Discovery Material on the record, before the close of the
9 deposition all protected testimony. Failure of counsel to designate testimony or
10 exhibits at a deposition, however, shall not waive the protected status of the testimony
11 or exhibits. Counsel may designate specific testimony or exhibits as Protected
12 Material within fifteen (15) calendar days after receiving the transcript of the
13 deposition or fifteen (15) calendar days after the date on which this Stipulated
14 Protective Order becomes effective, whichever occurs later. If Counsel for the
15 deponent or Party fails to designate the transcript or exhibits as Protected Material
16 within the above-described fifteen (15) calendar day period, any Party shall be entitled
17 to treat the transcript or exhibits as non-Confidential Material. During this fifteen (15)
18 calendar day period, the entire transcript shall be maintained on a HIGHLY
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY basis. For purposes of this
20 Paragraph, this Stipulated Protective Order shall be deemed effective on the date this
21 stipulation is filed with the court.

22 (c) for information produced in some form other than documentary and
23 for any other tangible items, that the Producing Party affix in a prominent place on the
24 exterior of the container or containers in which information is stored the appropriate
25 Legend. If only a portion or portions of the information warrants protection, the
26 Producing Party, to the extent practicable, shall identify the protected portion(s).

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
28 failure to designate qualified information or items does not, standing alone, waive the

1 Designating Party's right to secure protection under this Order for such material.
2 Upon timely correction of a designation, the Receiving Party must make reasonable
3 efforts to assure that the material is treated in accordance with the provisions of this
4 Order.

5 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
10 resolution process under Local Rule 37-1 *et seq.*

11 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
12 joint stipulation pursuant to Local Rule 37-2.

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

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

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

28

1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a secure manner that ensures that access is limited to the persons
3 authorized under this Stipulated Protective Order.

4 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
5 otherwise ordered by the court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
7 only to:

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

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

14 (c) Experts (as defined in this Stipulated Protective Order) of the
15 Receiving Party to whom disclosure is reasonably necessary for this Action and who
16 have signed the "Acknowledgement and Agreement to Be Bound" (Exhibit A);

17 (d) the court and its personnel;

18 (e) court reporters and their staff;

19 (f) Professional vendors;

20 (g) professional jury or trial consultants, and mock jurors to whom
21 disclosure is reasonably necessary for this Action and who have signed the
22 "Acknowledgement and Agreement to Be Bound" (Exhibit A);

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

25 (i) during their depositions, witnesses, and attorneys for witnesses, in
26 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
27 party requests that the witness sign the "Acknowledgement and Agreement to Be
28 Bound" (Exhibit A); and (2) they will not be permitted to keep any confidential

1 information unless they sign the “Acknowledgment and Agreement to Be Bound”
2 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.
3 Pages of transcribed deposition testimony or exhibits to depositions that reveal
4 Protected Material may be separately bound by the court reporter and may not be
5 disclosed to anyone except as permitted under this Stipulated Protective Order; and
6 (j) any mediator or settlement officer, and their supporting personnel,
7 mutually agreed upon by any of the Parties engaged in settlement discussions.

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

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

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

19 (c) the court and its personnel;

20 (d) court reporters and their staff;

21 (e) Professional Vendors;

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

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

27 (h) during their depositions, witnesses ,and attorneys for witnesses, in
28 the Action to whom disclosure is reasonably necessary provided: (1) the deposing

1 party requests that the witness sign the “Acknowledgment and Agreement to Be
2 Bound” (Exhibit A); and (2) they will not be permitted to keep any confidential
3 information unless they sign the “Acknowledgment and Agreement to Be Bound”
4 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.
5 Pages of transcribed deposition testimony or exhibits to depositions that reveal
6 Protected Material may be separately bound by the court reporter and may not be
7 disclosed to anyone except as permitted under this Stipulated Protective Order; and
8 any mediator or settlement officer, and their supporting personnel, mutually agreed
9 upon by any of the parties engaged in settlement discussions.

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

12 If a Party is served with a subpoena or a court order issued in other litigation that
13 compels disclosure of any Protected Material that Party must:

14 (a) promptly notify in writing the Designating Party, and such
15 notification shall include a copy of the subpoena or court order;

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

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

22 If the Designating Party timely seeks a protective order, the Party served with
23 the subpoena or court order shall not produce any Protected Material before a
24 determination by the court from which the subpoena or order issued, unless the Party
25 has obtained the Designating Party’s permission. The Designating Party shall bear the
26 burden and expense of seeking protection in the court of its confidential material and
27 nothing in these provisions should be construed as authorizing or encouraging a
28 Receiving Party in this Action to disobey lawful directive from another court.

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

3 (a) The terms of this Stipulated Protective Order are applicable to
4 information produced by a Non-Party in this Action and designated as Protected
5 Material. Such information produced by Non-Parties in connection with this litigation
6 is protected by the remedies and relief provided by this Order. Nothing in these
7 provisions should be construed as prohibiting a Non-Party from seeking additional
8 protections.

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

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

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

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

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

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

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

10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
11 **PROTECTED MATERIAL**

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

22 **12. MISCELLANEOUS**

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
24 person to seek its modification by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this
26 Stipulated Protective Order no Party waives any right it otherwise would have to
27 object to disclosing or producing any information or item on any ground not addressed
28 in this Stipulated Protective Order. Similarly, no Party waives any right to object on

1 any ground to use in evidence of any of the material covered by this Stipulated
2 Protective Order.

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

9 **13. FINAL DISPOSITION**

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

28

1 **14. VIOLATION**

2 Any violation of this Stipulated Protective Order may be punished by
3 appropriate measures including, without limitation, contempt proceedings and/or
4 monetary sanctions.

5
6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

7
8 DATED: February 22, 2017 ARNOLD & PORTER KAYE SCHOLER LLP

9
10 By: /s/ Matthew T. Salzmann
11 John C. Ulin
12 Eric D. Mason
13 Louis S. Ederer
14 Matthew T. Salzmann

*Attorneys for Plaintiff/Counter-defendant
RCRV, Inc. dba Rock Revival*

15 DATED: February 22, 2017 BLAKELY LAW GROUP

16
17 By: /s/ Jessica C. Covington
18 Brent H. Blakely
19 Jessica C. Covington
20 *Attorneys for*
Defendants/Counterclaimants
Affliction Holdings, LLC
and Xtreme Couture, Inc.

21
22 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

23
24 DATED: 2/23, 2017

25
26 
27 HON. CHARLES F. EICK
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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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 in the case of *RCRV, Inc. dba
Rock Revival v. Affliction Holdings, LLC, et al.*, No. 2:16-cv-03582-ODW (Ex). 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 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 the purpose of 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