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 20 COMPANY, INC.

21 **UNITED STATES DISTRICT COURT**  
 22 **CENTRAL DISTRICT OF CALIFORNIA**

23 ANNS TRADING COMPANY, INC.

24 Plaintiff,

25 v.

26 KANMA, INC.,

27 Defendant.

Case No.: **2:16-CV-03585-AB-RAOx**

[Assigned to the Hon. Judge Andre'  
 Birotte, Jr.]

**STIPULATED PROTECTIVE  
 ORDER**

1       **A. PURPOSES AND LIMITATIONS**

2               Discovery in this action is likely to involve production of confidential,  
3               proprietary or private information for which special protection from public disclosure  
4               and from use for any purpose other than prosecuting this litigation may be warranted.  
5               Accordingly, the parties hereby stipulate to and petition the Court to enter the  
6               following Stipulated Protective Order. The parties acknowledge that this Order does  
7               not confer blanket protections on all disclosures or responses to discovery and that the  
8               protection it affords from public disclosure and use extends only to the limited  
9               information or items that are entitled to confidential treatment under the applicable  
10              legal principles.<sup>1</sup>

11              **B. GOOD CAUSE STATEMENT**

12              This action is likely to involve trade secrets, customer and pricing lists and  
13              other valuable research, development, commercial, financial, or proprietary  
14              information for which special protection from public disclosure and from use for any  
15              purpose other than prosecution of this action is warranted. Such confidential and  
16              proprietary materials and information consist of, among other things, confidential  
17              business or financial information, information regarding confidential business  
18              practices, or other confidential or commercial information (including information  
19              implicating privacy rights of third parties), information otherwise generally

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28              <sup>1</sup> This Stipulated Protective Order is substantially based on the model protective order  
                provided under Magistrate Judge Rozella A. Oliver’s Procedures.

1 unavailable to the public, or which may be privileged or otherwise protected from  
2 disclosure under state or federal statutes, court rules, case decisions, or common law.  
3 Specifically, Plaintiff and Defendant are competitors of one another and access to  
4 each parties pricing of good and client lists could create future unfair advantages that  
5 could materially damage each other's business .Accordingly, to expedite the flow of  
6 information, to facilitate the prompt resolution of disputes over confidentiality of  
7 discovery materials, to adequately protect information the parties are entitled to keep  
8 confidential, to ensure that the parties are permitted reasonable necessary uses of such  
9 material in preparation for and in the conduct of trial, to address their handling at the  
10 end of the litigation, and serve the ends of justice, a protective order for such  
11 information is justified in this matter. It is the intent of the parties that information  
12 will not be designated as confidential for tactical reasons and that nothing be so  
13 designated without a good faith belief that it has been maintained in a confidential,  
14 non-public manner, and there is good cause why it should not be part of the public  
15 record of this case.

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21 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**  
22 **SEAL**

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

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

16  
17       Further, if a party requests sealing related to a dispositive motion or trial, then  
18 compelling reasons, not only good cause, for the sealing must be shown, and the relief  
19 sought shall be narrowly tailored to serve the specific interest to be protected. See  
20 *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item  
21 or type of information, document, or thing sought to be filed or introduced under seal  
22 in connection with a dispositive motion or trial, the party seeking protection must  
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1 articulate compelling reasons, supported by specific facts and legal justification, for  
2 the requested sealing order. Again, competent evidence supporting the application to  
3 file documents under seal must be provided by declaration.  
4

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

14 2.1 **Action:** This pending federal lawsuit.

15 2.2 **Challenging Party:** a Party or Non-Party that challenges the designation of  
16 information or items under this Order.  
17

18 2.3 **“CONFIDENTIAL” Information or Items:** information (regardless of  
19 how it is generated, stored or maintained) or tangible things that qualify for protection  
20 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
21 Cause Statement.  
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23 2.4 **Counsel:** Outside Counsel of Record and House Counsel (as well as their  
24 support staff).  
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1           2.5 **Designating Party:** a Party or Non-Party that designates information or  
2 items that it produces in disclosures or in responses to discovery as  
3 “CONFIDENTIAL.”  
4

5           2.6 **Disclosure or Discovery Material:** all items or information, regardless of  
6 the medium or manner in which it is generated, stored, or maintained (including,  
7 among other things, testimony, transcripts, and tangible things), that are produced or  
8 generated in disclosures or responses to discovery in this matter.  
9

10           2.7 **Expert:** a person with specialized knowledge or experience in a matter  
11 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
12 expert witness or as a consultant in this Action.  
13

14           2.8 **House Counsel:** attorneys who are employees of a party to this Action.  
15 House Counsel does not include Outside Counsel of Record or any other outside  
16 counsel.  
17

18           2.9 **Non-Party:** any natural person, partnership, corporation, association or  
19 other legal entity not named as a Party to this action.  
20

21           2.10 **Outside Counsel of Record:** attorneys who are not employees of a party  
22 to this Action but are retained to represent or advise a party to this Action and have  
23 appeared in this Action on behalf of that party or are affiliated with a law firm that has  
24 appeared on behalf of that party, and includes support staff.  
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1           2.11 **Party:** any party to this Action, including all of its officers, directors,  
2 employees, consultants, retained experts, and Outside Counsel of Record (and their  
3 support staffs).

4           2.12 **Producing Party:** a Party or Non-Party that produces Disclosure or  
5 Discovery Material in this Action.  
6

7           2.13 **Professional Vendors:** persons or entities that provide litigation support  
8 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
9 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
10 and their employees and subcontractors.  
11

12           2.14 **Protected Material:** any Disclosure or Discovery Material that is  
13 designated as “CONFIDENTIAL.”  
14

15           2.15 **Receiving Party:** a Party that receives Disclosure or Discovery Material  
16 from a Producing Party.  
17

### 18 3. **SCOPE**

19           The protections conferred by this Stipulation and Order cover not only  
20 Protected Material (as defined above), but also (1) any information copied or extracted  
21 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
22 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
23 or their Counsel that might reveal Protected Material.  
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26           Any use of Protected Material at trial shall be governed by the orders of the trial  
27 judge. This Order does not govern the use of Protected Material at trial.  
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2 4. **DURATION** Once a case proceeds to trial, information that was designated as  
3 CONFIDENTIAL or maintained pursuant to this protective order used or introduced  
4 as an exhibit at trial becomes public and will be presumptively available to all  
5 members of the public, including the press, unless compelling reasons supported by  
6 specific factual findings to proceed otherwise are made to the trial judge in advance of  
7 the trial. See *Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing  
8 for sealing documents produced in discovery from “compelling reasons” standard  
9 when merits-related documents are part of court record). Accordingly, the terms of  
10 this protective order do not extend beyond the commencement of the trial.

14 5. **DESIGNATING PROTECTED MATERIAL**

15 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

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

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

4  
5 If it comes to a Designating Party's attention that information or items that it  
6 designated for protection do not qualify for protection, that Designating Party must  
7 promptly notify all other Parties that it is withdrawing the inapplicable designation.  
8

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

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic documents,  
17 but excluding transcripts of depositions or other pretrial or trial  
18 proceedings), that the Producing Party affix at a minimum, the legend  
19 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page  
20 that contains protected material. If only a portion of the material on a page  
21 qualifies for protection, the Producing Party also must clearly identify the  
22 protected portion(s) (e.g., by making appropriate markings in the margins).  
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26 A Party or Non-Party that makes original documents available for inspection  
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1 need not designate them for protection until after the inspecting Party has indicated  
2 which documents it would like copied and produced. During the inspection and before  
3 the designation, all of the material made available for inspection shall be deemed  
4 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
5 copied and produced, the Producing Party must determine which documents, or  
6 portions thereof, qualify for protection under this Order. Then, before producing the  
7 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”  
8 to each page that contains Protected Material. If only a portion of the material on a  
9 page qualifies for protection, the Producing Party also must clearly identify the  
10 protected portion(s) (e.g., by making appropriate markings in the margins).

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

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

26 5.3 **Inadvertent Failures to Designate.** If timely corrected, an inadvertent  
27 failure to designate qualified information or items does not, standing alone, waive the  
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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 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a  
8 designation of confidentiality at any time that is consistent with the Court's  
9 Scheduling Order.  
10

11 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute  
12 resolution process under Local Rule 37.1 et seq.  
13

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

25 **7.1 Basic Principles.** A Receiving Party may use Protected Material that is  
26 disclosed or produced by another Party or by a Non-Party in connection with this  
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1 Action only for prosecuting, defending or attempting to settle this Action. Such  
2 Protected Material may be disclosed only to the categories of persons and under the  
3 conditions described in this Order. When the Action has been terminated, a Receiving  
4 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

5  
6 Protected Material must be stored and maintained by a Receiving Party at a  
7 location and in a secure manner that ensures that access is limited to the persons  
8 authorized under this Order.  
9

10 **7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless  
11 otherwise ordered by the court or permitted in writing by the Designating Party, a  
12 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
13 only to:  
14

15 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
16 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
17 disclose the information for this Action;  
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19 (b) the officers, directors, and employees (including House Counsel) of the  
20 Receiving Party to whom disclosure is reasonably necessary for this Action;  
21

22 (c) Experts (as defined in this Order) of the Receiving Party 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

26 (d) the court and its personnel;

27 (e) court reporters and their staff;  
28

1 (f) professional jury or trial consultants, mock jurors, and Professional Vendors  
2 to whom disclosure is reasonably necessary for this Action and who have signed the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);  
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5 (g) the author or recipient of a document containing the information or a  
6 custodian or other person who otherwise possessed or knew the information;  
7

8 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
9 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
10 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
11 not be permitted to keep any confidential information unless they sign the  
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
13 by the Designating Party or ordered by the court. Pages of transcribed deposition  
14 testimony or exhibits to depositions that reveal Protected Material may be separately  
15 bound by the court reporter and may not be disclosed to anyone except as permitted  
16 under this Stipulated Protective Order; and  
17  
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19 (i) any mediator or settlement officer, and their supporting personnel, mutually  
20 agreed upon by any of the parties engaged in settlement discussions.  
21

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

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,” that Party must:  
28

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

3 (b) promptly notify in writing the party who caused the subpoena or order to  
4 issue in the other litigation that some or all of the material covered by the subpoena or  
5 order is subject to this Protective Order. Such notification shall include a copy of this  
6 Stipulated Protective Order; and  
7

8 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
9 the Designating Party whose Protected Material may be affected. If the Designating  
10 Party timely seeks a protective order, the Party served with the subpoena or court  
11 order shall not produce any information designated in this action as  
12 “CONFIDENTIAL” before a determination by the court from which the subpoena or  
13 order issued, unless the Party has obtained the Designating Party’s permission. The  
14 Designating Party shall bear the burden and expense of seeking protection in that  
15 court of its confidential material and nothing in these provisions should be construed  
16 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
17 directive from another court.  
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22 9. **A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
23 **PRODUCED IN THIS LITIGATION**  
24

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

3 (b) In the event that a Party is required, by a valid discovery request, to produce  
4 a Non-Party's confidential information in its possession, and the Party is subject to an  
5 agreement with the Non-Party not to produce the Non-Party's confidential  
6 information, then the Party shall:  
7

8 (1) promptly notify in writing the Requesting Party and the Non-Party  
9 that some or all of the information requested is subject to a confidentiality  
10 agreement with a Non-Party;  
11

12 (2) promptly provide the Non-Party with a copy of the Stipulated  
13 Protective Order in this Action, the relevant discovery request(s), and a  
14 reasonably specific description of the information requested; and  
15

16 (3) make the information requested available for inspection by the Non-  
17 Party, if requested.  
18

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

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

4  
5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
6 Protected Material to any person or in any circumstance not authorized under this  
7 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
8 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
9 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
10 persons to whom unauthorized disclosures were made of all the terms of this Order,  
11 and (d) request such person or persons to execute the “Acknowledgment and  
12 Agreement to Be Bound” that is attached hereto as Exhibit A.  
13  
14

15 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
16 **PROTECTED MATERIAL**

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

3 **12. MISCELLANEOUS**

4  
5 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of any  
6 person to seek its modification by the Court in the future.

7  
8 **12.2 Right to Assert Other Objections.** By stipulating to the entry of this  
9 Protective Order, no Party waives any right it otherwise would have to object to  
10 disclosing or producing any information or item on any ground not addressed in this  
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
12 ground to use in evidence of any of the material covered by this Protective Order.

13  
14 **12.3 Filing Protected Material.** A Party that seeks to file under seal any  
15 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
16 only be filed under seal pursuant to a court order authorizing the sealing of the  
17 specific Protected Material at issue. If a Party's request to file Protected Material  
18 under seal is denied by the court, then the Receiving Party may file the information in  
19 the public record unless otherwise instructed by the court.  
20

21  
22 **13. FINAL DISPOSITION**

23  
24 After the final disposition of this Action, as defined in paragraph 4, within 60  
25 days of a written request by the Designating Party, each Receiving Party must return  
26 all Protected Material to the Producing Party or destroy such material. As used in this  
27 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
28

1 summaries, and any other format reproducing or capturing any of the Protected  
2 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
3 must submit a written certification to the Producing Party (and, if not the same person  
4 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
5 category, where appropriate) all the Protected Material that was returned or destroyed  
6 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
7 compilations, summaries or any other format reproducing or capturing any of the  
8 Protected Material. 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,  
11 attorney work product, and consultant and expert work product, even if such materials  
12 contain Protected Material. Any such archival copies that contain or constitute  
13 Protected Material remain subject to this Protective Order as set forth in Section 4  
14 (DURATION).

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19 14. **VIOLATION**

20 Any violation of this Order may be punished by appropriate measures including,  
21 without limitation, contempt proceedings and/or monetary sanctions.  
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10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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DATED:03/06/2017

WOOLF & NACHIMSON, LLP

By: /s/ Chaim J. Woolf  
Chaim J. Woolf  
Attorneys for Defendant,

DATED:03/06/2017

Lee Anav Chung White & Kim LLP

By: /s/ Bub Joo S. Lee  
Bub Joo Lee  
Attorneys for Plaintiff,

**ATTESTATION**

I, Chaim J. Woolf, am the ECF User whose ID and password are being used to file this Protective Order. In compliance with Local Rule 5-4.3.4, I hereby attest that Bub-Joo S. Lee has concurred in the content of the Protective Order and has authorized this filing.

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

2 DATED: March 8, 2017

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4  
5 Rozella A. Oliver

6 HON. ROZELLA A. OLIVER

7 United States Magistrate Judge

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11  
12 **EXHIBIT A**

13 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

14  
15 I, \_\_\_\_\_ [print or type full name], of

16  
17 \_\_\_\_\_ [print or

18 type full address], declare under penalty of perjury that I have read in its entirety and

19 understand the Stipulated Protective Order that was issued by the United States

20 District Court for the Central District of California on [date] in the case of *Anns*

21 *Trading Company v. Kanma, Inc.* Case No.: 2:16-CV-03585-AB-RAOx. I agree to comply

22 with and to be bound by all the terms of this Stipulated Protective Order and I

23 understand and acknowledge that failure to so comply could expose me to sanctions

24 and punishment in the nature of contempt. I solemnly promise that I will not disclose

25 in any manner any information or item that is subject to this Stipulated Protective

1 Order to any person or entity except in strict compliance with the provisions of this  
2 Order. I further agree to submit to the jurisdiction of the United States District Court  
3 for the Central District of California for enforcing the terms of this Stipulated  
4 Protective Order, even if such enforcement proceedings occur after termination of this  
5 action. I hereby appoint \_\_\_\_\_ [print or type full name] of  
6 \_\_\_\_\_ [print or type full  
7 address and telephone number] as my California agent for service of process in  
8 connection with this action or any proceedings related to enforcement of this  
9 Stipulated Protective Order.  
10  
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12 Date: \_\_\_\_\_

13 City and State where sworn and signed: \_\_\_\_\_

14 Printed name: \_\_\_\_\_

15 Signature: \_\_\_\_\_  
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