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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DECKERS OUTDOOR CORPORATION, a Delaware Corporation,

Plaintiffs,

v.

LAMO SHEEPSKIN, INC., a California Corporation; JOSEPH LI, an individual; and DOES 1-10, inclusive,

Defendants.

CASE NO. CV-16-03891-GW (GJSx)

STIPULATED PROTECTIVE ORDER¹

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Gail J. Standish’s Procedures.

1 information or items that are entitled to confidential treatment under the applicable
2 legal principles.

3 B. GOOD CAUSE STATEMENT

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

23 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

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

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

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

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

1 2. DEFINITIONS

2 2.1 Action: this pending federal lawsuit.

3 2.2 Challenging Party: a Party or Non-Party that challenges the designation
4 of information or items under this Order.

5 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
6 how it is generated, stored or maintained) or tangible things that qualify for protection
7 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
8 Statement.

9 2.4 “HIGHLY CONFIDENTIAL” or “ATTORNEYS EYES ONLY”
10 Information or Items: Information or tangible things that contain or disclose
11 information that the Designating Party in good faith believes to be extremely
12 commercially sensitive or would provide a competitive advantage to competitors or
13 compromise or jeopardize the Designating Party’s business interests if disclosed.

14 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
15 support staff).

16 2.6 Designating Party: a Party or Non-Party that designates information or
17 items that it produces in disclosures or in responses to discovery as
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” or “ATTORNEYS EYES
19 ONLY.”

20 2.7 Disclosure or Discovery Material: all items or information, regardless of
21 the medium or manner in which it is generated, stored, or maintained (including,
22 among other things, testimony, transcripts, and tangible things), that are produced or
23 generated in disclosures or responses to discovery in this matter.

24 2.8 Expert: a person with specialized knowledge or experience in a matter
25 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
26 expert witness or as a consultant in this Action.

27 2.9 House Counsel: attorneys who are employees of a party to this Action.
28 House Counsel does not include Outside Counsel of Record or any other outside

1 counsel.

2 2.10 Non-Party: any natural person, partnership, corporation, association or
3 other legal entity not named as a Party to this action.

4 2.11 Outside Counsel of Record: attorneys who are not employees of a party
5 to this Action but are retained to represent or advise a party to this Action and have
6 appeared in this Action on behalf of that party or are affiliated with a law firm that has
7 appeared on behalf of that party, and includes support staff.

8 2.12 Party: any party to this Action, including all of its officers, directors,
9 employees, consultants, retained experts, and Outside Counsel of Record (and their
10 support staffs).

11 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
12 Discovery Material in this Action.

13 2.14 Professional Vendors: persons or entities that provide litigation support
14 services (e.g., photocopying, videotaping, translating, preparing exhibits or
15 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
16 their employees and subcontractors.

17 2.15 Protected Material: any Disclosure or Discovery Material that is
18 designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL,” and/or
19 “ATTORNEYS EYES ONLY.”

20 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
21 from a Producing Party.

22 3. SCOPE

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

28 Any use of Protected Material at trial shall be governed by the orders of the trial

1 judge. This Order does not govern the use of Protected Material at trial.4.

2 DURATION

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

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

26 If it comes to a Designating Party’s attention that information or items
27 that it designated for protection do not qualify for protection, that Designating Party
28 must promptly notify all other Parties that it is withdrawing the inapplicable

1 designation.

2 5.2 Manner and Timing of Designations. Except as otherwise provided in
3 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
4 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
5 under this Order must be clearly so designated before the material is disclosed or
6 produced.

7 Designation in conformity with this Order requires:

8 (a) for information in documentary form (e.g., paper or electronic documents,
9 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
10 Producing Party affix at a minimum, the legend “CONFIDENTIAL,” “HIGHLY
11 CONFIDENTIAL,” and/or “ATTORNEYS EYES ONLY.” (hereinafter “Designation
12 Legend”), to each page that contains protected material. If only a portion of the
13 material on a page qualifies for protection, the Producing Party also must clearly
14 identify the protected portion(s) (e.g., by making appropriate markings in the
15 margins).

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

28 (b) for testimony given in depositions that the Designating Party identifies the

1 Disclosure or Discovery Material on the record, before the close of the deposition all
2 protected testimony. Failure of counsel to designate testimony or exhibits at a
3 deposition, however, shall not waive the protected status of the testimony or exhibits.
4 Counsel may designate specific testimony or exhibits as Protected Material within
5 fifteen (15) calendar days after receiving the transcript of the deposition or fifteen (15)
6 calendar days after the date on which this Protective Order becomes effective,
7 whichever occurs later. If counsel for the deponent or Party fails to designate the
8 transcript or exhibits as Protected Material within the above-described fifteen-day
9 period, any Party shall be entitled to treat the transcript or exhibits as containing no
10 Protected Material. For purposes of this Paragraph, this Protective Order shall be
11 deemed effective on the date this stipulation is filed with the court.

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

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

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
26 designation of confidentiality at any time that is consistent with the Court's
27 Scheduling Order.

28 6.2 Meet and Confer. The Challenging Party shall initiate the dispute

1 resolution process under Local Rule 37-1 et seq.

2 6.3 The burden of persuasion in any such challenge proceeding shall be on
3 the Designating Party. Frivolous challenges, and those made for an improper purpose
4 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
5 expose the Challenging Party to sanctions. Unless the Designating Party has waived
6 or withdrawn the confidentiality designation, all parties shall continue to afford the
7 material in question the level of protection to which it is entitled under the Producing
8 Party’s designation until the Court rules on the challenge.

9 7. ACCESS TO AND USE OF PROTECTED MATERIAL

10 7.1 Basic Principles. A Receiving Party may use Protected Material that is
11 disclosed or produced by another Party or by a Non-Party in connection with this
12 Action only for prosecuting, defending or attempting to settle this Action. Such
13 Protected Material may be disclosed only to the categories of persons and under the
14 conditions described in this Order. When the Action has been terminated, a Receiving
15 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

19 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
20 otherwise ordered by the court or permitted in writing by the Designating Party, a
21 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
22 only to:

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

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

28 (c) Experts (as defined in this Order) of the Receiving Party to whom

1 disclosure is reasonably necessary for this Action and who have signed the
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 (d) the court and its personnel;

4 (e) court reporters and their staff;

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

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

10 (h) during their depositions, witnesses, and attorneys for witnesses, in the
11 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
12 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
13 not be permitted to keep any confidential information, unless otherwise agreed by the
14 Designating Party or ordered by the court. Pages of transcribed deposition testimony
15 or exhibits to depositions that reveal Protected Material may be separately bound by
16 the court reporter and may not be disclosed to anyone except as permitted under this
17 Stipulated Protective Order; and

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

20 7.3 Disclosure of “HIGHLY CONFIDENTIAL” or “ATTORNEYS EYES
21 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
22 writing by the Designating Party, a Receiving Party may disclose any information or
23 item designated “HIGHLY CONFIDENTIAL” or “ATTORNEYS EYES ONLY”
24 only to:

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

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

4 (c) the court and its personnel;

5 (d) court reporters and their staff;

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

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

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

20 (h) any mediator or settlement officer, and their supporting
21 personnel, mutually agreed upon by any of the parties engaged in settlement
22 discussions.

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,” that Party must:

28 (a) promptly notify in writing the Designating Party. Such notification shall

1 include a copy of the subpoena or court order;

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

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

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

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

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

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

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

1 a Non-Party;

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

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

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

15 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

24 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
25 PROTECTED MATERIAL

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

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

8 12. MISCELLANEOUS

9 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
10 person to seek its modification by the Court in the future.

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

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

22 13. FINAL DISPOSITION

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

1 Party must submit a written certification to the Producing Party (and, if not the same
2 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
3 (by category, where appropriate) all the Protected Material that was returned or
4 destroyed and (2) affirms that the Receiving Party has not retained any copies,
5 abstracts, compilations, summaries or any other format reproducing or capturing any
6 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
7 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
8 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
9 reports, attorney work product, and consultant and expert work product, even if such
10 materials contain Protected Material. Any such archival copies that contain or
11 constitute Protected Material remain subject to this Protective Order as set forth in
12 Section 4 (DURATION).

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14. VIOLATION

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

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: March 20, 2017 BLAKELY LAW GROUP

By: /s/ Jessica C. Covington
Brent H. Blakely
Cindy Chan
Jessica C. Covington
Attorneys for Plaintiff
Deckers Outdoor Corporation

Dated: March 20, 2017 BLAKELY LAW GROUP

By: /s/ Kevin W. Isaacson
Curtis R. Tingley
Stephen D. Collins
Kevin W. Isaacson
Attorneys for Defendants
Lamo Sheepskin, Inc. and
Joseph Li

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: March 20, 2017



GAIL J. STANDISH
UNITED STATES MAGISTRATE JUDGE

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [print or type full name], of _____ [print or
5 type full address], declare under penalty of perjury that I have read in its entirety and
6 understand the Stipulated Protective Order that was issued by the United States
7 District Court for the Central District of California in the case of Deckers Outdoor
8 Corporation v. Lamo Sheepskin, Inc., et al., Case No. 2:16-cv-03891-GW (GJSx). I
9 agree to comply with and to be bound by all the terms of this Stipulated Protective
10 Order and I understand and acknowledge that failure to so comply could expose me to
11 sanctions and punishment in the nature of contempt. I solemnly promise that I will
12 not disclose in any manner any information or item that is subject to this Stipulated
13 Protective Order to any person or entity except in strict compliance with the
14 provisions of this Order.

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

23 Date: _____

24 City and State where sworn and signed: _____

25
26 _____
27 Printed Name

26 _____
27 Signature