



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

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things: confidential business or financial information; information regarding confidential business practices; information that is the subject of a non-disclosure or confidentiality agreement or obligation; the names, or other information tending to reveal the identity of a party's supplier, designer, distributor, or customer; agreements with third-parties, including license agreements, distributor agreements, manufacturing agreements, design agreements, development agreements, supply agreements, sales agreements, or service agreements; research and development information; proprietary engineering or technical information, including product design, manufacturing techniques, processing information, drawings, memoranda and reports; information related to budgets, sales, profits, costs, margins, licensing of technology or designs, product pricing, or other internal financial/accounting information, including non-public information related

1 to financial condition or performance and income or other non-public tax  
2 information; information related to internal operations including personnel  
3 information; information related to past, current and future product development;  
4 information related to past, current and future market analyses and business and  
5 marketing development, including plans, strategies, forecasts and competition; and  
6 Trade secrets (as defined by the jurisdiction in which the information is located); or  
7 other confidential research, development, or commercial information (including  
8 information implicating privacy rights of third parties), information otherwise  
9 generally unavailable to the public, or which may be privileged or otherwise  
10 protected from disclosure under state or federal statutes, court rules, case decisions,  
11 or common law. Accordingly, to expedite the flow of information, to facilitate the  
12 prompt resolution of disputes over confidentiality of discovery materials, to  
13 adequately protect information the parties are entitled to keep confidential, to  
14 ensure that the parties are permitted reasonable necessary uses of such material in  
15 preparation for and in the conduct of trial, to address their handling at the end of  
16 the litigation, and serve the ends of justice, a protective order for such information  
17 is justified in this matter. It is the intent of the parties that information will not be  
18 designated as confidential for tactical reasons and that nothing be so designated  
19 without a good faith belief that it has been maintained in a confidential, non-public  
20 manner, and there is good cause why it should not be part of the public record of  
21 this case.

22 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
23 SEAL

24 The parties further acknowledge, as set forth in Section 12.3, below, that  
25 this Stipulated Protective Order does not entitle them to file confidential  
26 information under seal; Local Civil Rule 79-5 sets forth the procedures that must  
27 be followed and the standards that will be applied when a party seeks permission  
28 from the court to file 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  
3 motions, good cause must be shown to support a filing under seal. See Kamakana  
4 v. City and County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v.  
5 Gen. Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v.  
6 Sony Electrics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated  
7 protective orders require good cause showing), and a specific showing of good  
8 cause or compelling reasons with proper evidentiary support and legal justification,  
9 must be made with respect to Protected Material that a party seeks to file under  
10 seal. The parties' mere designation of Disclosure or Discovery Material as  
11 CONFIDENTIAL does not—without the submission of competent evidence by  
12 declaration, establishing that the material sought to be filed under seal qualifies as  
13 confidential, privileged, or otherwise protectable—constitute good cause.

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

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

1 documents under seal in their entirety should include an explanation of why  
2 redaction is not feasible.

3  
4 2. DEFINITIONS

5 2.1 Action: This pending federal lawsuit.

6 2.2 Challenging Party: a Party or Non-Party that challenges the  
7 designation of information or items under this Order.

8 2.3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
9 ATTORNEYS’ EYES ONLY” Information or Items: information (regardless of  
10 how it is generated, stored or maintained) or tangible things that qualify for  
11 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
12 the Good Cause Statement.

13 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
14 their support staff).

15 2.5 Designating Party: a Party or Non-Party that designates information  
16 or items that it produces in disclosures or in responses to discovery as  
17 “CONFIDENTIAL.”

18 2.6 Disclosure or Discovery Material: all items or information, regardless  
19 of the medium or manner in which it is generated, stored, or maintained (including,  
20 among other things, testimony, transcripts, and tangible things), that are produced  
21 or generated in disclosures or responses to discovery in this matter.

22 2.7 Expert: a person with specialized knowledge or experience in a  
23 matter pertinent to the litigation who has been retained by a Party or its counsel to  
24 serve as an expert witness or as a consultant in this Action.

25 2.8 House Counsel: attorneys who are employees of a party to this  
26 Action. House Counsel does not include Outside Counsel of Record or any other  
27 outside counsel.

1           2.9 Non-Party: any natural person, partnership, corporation, association  
2 or other legal entity not named as a Party to this action.

3           2.10 Outside Counsel of Record: attorneys who are not employees of a  
4 party to this Action but are retained to represent or advise a party to this Action  
5 and have appeared in this Action on behalf of that party or are affiliated with a law  
6 firm that has appeared on behalf of that party, and includes support staff.

7           2.11 Party: any party to this Action, including all of its officers, directors,  
8 employees, consultants, retained experts, and Outside Counsel of Record (and their  
9 support staffs).

10          2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this Action.

12          2.13 Professional Vendors: persons or entities that provide litigation  
13 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
15 and their employees and subcontractors.

16          2.14 Protected Material: any Disclosure or Discovery Material that is  
17 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
18 ATTORNEYS’ EYES ONLY.”

19          2.15 Receiving Party: a Party that receives Disclosure or Discovery  
20 Material from a Producing Party.

21  
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  
25 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
26 compilations of Protected Material; and (3) any testimony, conversations, or  
27 presentations by Parties or their Counsel that might reveal Protected Material.

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

3  
4 4. DURATION

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

15  
16 5. DESIGNATING PROTECTED MATERIAL

17 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

25 Mass, indiscriminate or routinized designations are prohibited. Designations  
26 that are shown to be clearly unjustified or that have been made for an improper  
27 purpose (e.g., to unnecessarily encumber the case development process or to  
28

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

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

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

11 Designation in conformity with this Order requires:

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

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

1 Party also must clearly identify the protected portion(s) (e.g., by making  
2 appropriate markings in the margins).

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

6 (c) for information produced in some form other than documentary  
7 and for any other tangible items, that the Producing Party affix in a prominent  
8 place on the exterior of the container or containers in which the information is  
9 stored the legend "CONFIDENTIAL." If only a portion or portions of the  
10 information warrants protection, the Producing Party, to the extent practicable,  
11 shall identify the protected portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
13 failure to designate qualified information or items does not, standing alone, waive  
14 the Designating Party's right to secure protection under this Order for such  
15 material. Upon timely correction of a designation, the Receiving Party must make  
16 reasonable efforts to assure that the material is treated in accordance with the  
17 provisions of this Order.

18  
19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
21 designation of confidentiality at any time that is consistent with the Court's  
22 Scheduling Order.

23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
24 resolution process under Local Rule 37.1 et seq.

25 6.3 The burden of persuasion in any such challenge proceeding shall be  
26 on the Designating Party. Frivolous challenges, and those made for an improper  
27 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
28 parties) may expose the Challenging Party to sanctions. Unless the Designating

1 Party has waived or withdrawn the confidentiality designation, all parties shall  
2 continue to afford the material in question the level of protection to which it is  
3 entitled under the Producing Party’s designation until the Court rules on the  
4 challenge.

5  
6 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7 7.1 Basic Principles. A Receiving Party may use Protected Material that  
8 is disclosed or produced by another Party or by a Non-Party in connection with this  
9 Action only for prosecuting, defending or attempting to settle this Action. Such  
10 Protected Material may be disclosed only to the categories of persons and under  
11 the conditions described in this Order. When the Action has been terminated, a  
12 Receiving Party must comply with the provisions of section 13 below (FINAL  
13 DISPOSITION).

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

17 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
18 otherwise ordered by the court or permitted in writing by the Designating Party, a  
19 Receiving Party may disclose any information or item designated  
20 “CONFIDENTIAL” only to:

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

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

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

1 (d) the court and its personnel;  
2 (e) court reporters and their staff;  
3 (f) professional jury or trial consultants, mock jurors, and  
4 Professional Vendors to whom disclosure is reasonably necessary for this Action  
5 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
6 A);

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

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

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

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

28

1 (b) Experts (as defined in this Order) of the Receiving Party to whom  
2 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 and

13 (g) any mediator or settlement officer, and their supporting personnel,  
14 mutually agreed upon by any of the parties engaged in settlement discussions.

15 7.4 The parties agree that the Plaintiff may be provided the alleged  
16 infringers’ full identities, revenues, and gross profits numbers, notwithstanding  
17 any party’s designation of documents showing such information as  
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
19 ONLY”; provided, however, that all such financial figures are disclosed to or  
20 shared with no person or entity other than those identified in this Protective  
21 Order.

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

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

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

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

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

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

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

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

27 (b) In the event that a Party is required, by a valid discovery request, to  
28 produce a Non-Party’s confidential information in its possession, and the Party is

1 subject to an agreement with the Non-Party not to produce the Non-Party's  
2 confidential information, then the Party shall:

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

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

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

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

19  
20 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

21 If a Receiving Party learns that, by inadvertence or otherwise, it has  
22 disclosed Protected Material to any person or in any circumstance not authorized  
23 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
24 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
25 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
26 the person or persons to whom unauthorized disclosures were made of all the terms  
27 of this Order, and (d) request such person or persons to execute the

1 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
2 A.

3  
4 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
5 PROTECTED MATERIAL

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

16  
17 12. MISCELLANEOUS

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
19 any person to seek its modification by the Court in the future.

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

26 12.3 Filing Protected Material. A Party that seeks to file under seal any  
27 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
28 may only be filed under seal pursuant to a court order authorizing the sealing of the

1 specific Protected Material at issue. If a Party's request to file Protected Material  
2 under seal is denied by the court, then the Receiving Party may file the information  
3 in the public record unless otherwise instructed by the court.

4  
5 13. FINAL DISPOSITION

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

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28 ///

1 14. VIOLATION

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

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5 Dated: September 7, 2017

HYUNSUK ALBERT CHANG  
6 MARIAM ALAMI SAQEBI  
7 LAW OFFICES OF ALBERT CHANG

8

9

10

By: /s/ Hyunsuk Albert Chang  
Attorneys for Plaintiff TEXKHAN, INC., a  
California Corporation, individually and  
doing business as HYUP SUNG T.R.D.

11

12

13 Dated: September 7, 2017

GARY J. LORCH  
GORDON & REES LLP

14

15

16

By: /s/ Gary J. Lorch  
Attorneys for Defendants NUANCE  
INDUSTRIES, INC., COHOES FASHIONS  
OF CRANSTON, INC., THE DRESS  
BARN, INC., ROSS STORES, INC.,  
CONNECTED APPAREL COMPANY,  
20 LLC, VOLUMECOCOMO APPAREL,  
21 INC., BURLINGTON COAT FACTORY  
22 DIRECT CORPORATION and ARYA LLC

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24 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

25

26 Dated: September 13, 2017

  
\_\_\_\_\_  
GAIL J. STANDISH  
UNITED STATES MAGISTRATE JUDGE

27

28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [print or type full name], of  
5 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
6 that I have read in its entirety and understand the Stipulated Protective Order that  
7 was issued by the United States District Court for the Central District of California  
8 on [date] in the case of *Texkhan, Inc., et al. v. Ascena Retail Group Inc., etc., et al.*,  
9 United States District Court Central District of California Case No. 16-cv-04528-  
10 MWF-GJS. I agree to comply with and to be bound by all the terms of this  
11 Stipulated Protective Order and I understand and acknowledge that failure to so  
12 comply could expose me to sanctions and punishment in the nature of contempt. I  
13 solemnly promise that I will not disclose in any manner any information or item  
14 that is subject to this Stipulated Protective Order to any person or entity except in  
15 strict compliance with the provisions of this Order.

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

24 Date: \_\_\_\_\_

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

26  
27 Printed name: \_\_\_\_\_

28 Signature: \_\_\_\_\_