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NOTE CHANGES MADE BY THE COURT

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

ZELOUF WEST LTD., a California Corporation,

Plaintiff,

vs.

SHORELINE WEAR, INC., a New York Corporation; ZULILY, LLC, a Delaware Limited Liability Company; and DOES 1 through 10,

Defendants.

Case No. 2:16-cv-04689-RGK (AGR_x)

Assigned to: Hon. R. Gary Klausner
United States District Judge

Referred to: Hon. Alicia G. Rosenberg
United States Magistrate Judge

**[PROPOSED] ORDER GRANTING
STIPULATED PROTECTIVE
ORDER**

NOTE CHANGES MADE BY THE COURT

1 Upon consideration of the Stipulated Protective Order dated February 6, 2017
2 between Plaintiff Zelouf West Ltd. (“Plaintiff” or “Zelouf”) and Defendants
3 Shoreline Wear, Inc. (“Shoreline”) and Zulily, LLC (“Zulily”) (Shoreline and Zulily
4 collectively, “Defendants”), and finding good cause thereon,

5 **IT IS HEREBY ORDERED** that the terms of the Stipulated Protective
6 Order shall govern the handling and disclosure of documents, things, and
7 information produced in this Action as follows:

8 1. A. PURPOSES AND LIMITATIONS

9 Discovery in this action is likely to involve production of confidential,
10 proprietary or private information for which special protection from public
11 disclosure and from use for any purpose other than prosecuting this litigation may
12 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
13 enter the following Stipulated Protective Order. The parties acknowledge that this
14 Order does not confer blanket protections on all disclosures or responses to
15 discovery and that the protection it affords from public disclosure and use extends
16 only to the limited information or items that are entitled to confidential treatment
17 under the applicable legal principles.

18
19 B. GOOD CAUSE STATEMENT

20 This action is likely to involve trade secrets, customer and pricing lists and
21 other valuable research, development, commercial, financial, technical and/or
22 proprietary information for which special protection from public disclosure during
23 discovery and from use for any purpose other than prosecution of this action may be
24 warranted. Such confidential and proprietary materials and information consist of,
25 among other things, confidential business or financial information, information
26 regarding confidential business practices, or other confidential research,
27 development, or commercial information (including information implicating privacy
28 rights of third parties), information otherwise generally unavailable to the public, or

1 which may be privileged or otherwise protected from disclosure under state or
2 federal statutes, court rules, case decisions, or common law. Accordingly, to
3 expedite the flow of information, to facilitate the prompt resolution of disputes over
4 confidentiality of discovery materials, to adequately protect information the parties
5 are entitled to keep confidential, to ensure that the parties are permitted reasonable
6 necessary uses of such material in preparation for and in the conduct of trial, to
7 address their handling at the end of the litigation, and serve the ends of justice, a
8 protective order for such information is justified in this matter. It is the intent of the
9 parties that information will not be designated as confidential for tactical reasons
10 and that nothing be so designated without a good faith belief that it has been
11 maintained in a confidential, non-public manner, and there is good cause why it
12 should not be part of the public record of this case. The parties understand and
13 acknowledge that this Protective Order does not govern the use of materials at trial.
14 Any motions for protective order or requests that documents be maintained under
15 seal must be made to the judicial officer handling the trial.

16
17 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

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

23 There is a strong presumption that the public has a right of access to judicial
24 proceedings and records in civil cases. In connection with non-dispositive motions,
25 good cause must be shown to support a filing under seal. See Kamakana v. City and
26 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen. Motors
27 Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony Electrics,
28 Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders

1 require good cause showing), and a specific showing of good cause or compelling
2 reasons with proper evidentiary support and legal justification, must be made with
3 respect to Protected Material that a party seeks to file under seal. The parties' mere
4 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—
5 without the submission of competent evidence by declaration, establishing that the
6 material sought to be filed under seal qualifies as confidential, privileged, or
7 otherwise protectable—constitute good cause.

8 Further, if a party requests sealing related to a ~~dispositive motion or trial~~ ^{motion that more than tangentially relates to the merits,} then
9 compelling reasons, not only good cause, for the sealing must be shown, and the

10 relief sought shall be narrowly tailored to serve the specific interest to be protected.
11 *Ctr. for Auto Safety v. Chrysler Group*, 809 F.3d 1092, 1103 (4th Cir. 2016).
12 See *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For

each item or type of information, document, or thing sought to be filed or introduced
13 under seal in connection with a dispositive motion or trial, the party seeking
14 protection must articulate compelling reasons, supported by specific facts and legal
15 justification, for the requested sealing order. Again, competent evidence supporting
16 the application to file documents under seal must be provided by declaration.

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

23
24 **2. DEFINITIONS**

25 2.1 Action: This pending federal lawsuit.

26 2.2 Challenging Party: a Party or Non-Party that challenges the
27 designation of information or items under this Order.

28 2.3.1 "CONFIDENTIAL" Information or Items: information (regardless of

AGP
Cert. denied,
137 S. Ct.
38 (2016).

1 how it is generated, stored or maintained) or tangible things that qualify for
2 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
3 the Good Cause Statement.

4 2.3.2 “HIGHLY CONFIDENTIAL - AEO” Information or Items:
5 information that constitutes a trade secret of the Designating Party.

6 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
7 their support staff).

8 2.5 Designating Party: a Party or Non-Party that designates information or
9 items that it produces in disclosures or in responses to discovery as
10 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – AEO”.

11 2.6 Disclosure or Discovery Material: all items or information, regardless
12 of the medium or manner in which it is generated, stored, or maintained (including,
13 among other things, testimony, transcripts, and tangible things), that are produced or
14 generated in disclosures or responses to discovery in this matter.

15 2.7 Expert: a person with specialized knowledge or experience in a matter
16 pertinent to the litigation who has been retained by a Party or its counsel to serve as
17 an expert witness or as a consultant in this Action.

18 2.8 House Counsel: attorneys who are employees of a party to this Action.
19 House Counsel does not include Outside Counsel of Record or any other outside
20 counsel.

21 2.9 Non-Party: any natural person, partnership, corporation, association or
22 other legal entity not named as a Party to this action.

23 2.10 Outside Counsel of Record: attorneys who are not employees of a
24 party to this Action but are retained to represent or advise a party to this Action and
25 have appeared in this Action on behalf of that party or are affiliated with a law firm
26 that has appeared on behalf of that party, and includes support staff.

27 2.11 Party: any party to this Action, including all of its officers, directors,
28 employees, consultants, retained experts, and Outside Counsel of Record (and their

1 support staffs).

2 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
3 Discovery Material in this Action.

4 2.13 Professional Vendors: persons or entities that provide litigation
5 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
6 demonstrations, and organizing, storing, or retrieving data in any form or medium)
7 and their employees and subcontractors.

8 2.14 Protected Material: any Disclosure or Discovery Material that is
9 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – AEO”.

10 2.15 Receiving Party: a Party that receives Disclosure or Discovery
11 Material from a Producing Party.

12 3. SCOPE

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

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

20
21 4. DURATION

22 Once a case proceeds to trial, information that was designated as
23 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
24 as an exhibit at trial becomes public and will be presumptively available to all
25 members of the public, including the press, unless compelling reasons supported by
26 specific factual findings to proceed otherwise are made to the trial judge in advance
27 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”
28 showing for sealing documents produced in discovery from “compelling reasons”

1 standard when merits-related documents are part of court record). Accordingly, the
2 terms of this protective order do not extend beyond the commencement of the trial.

3
4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for Protection.

6 Each Party or Non-Party that designates information or items for protection under
7 this Order must take care to limit any such designation to specific material that
8 qualifies under the appropriate standards. The Designating Party must designate for
9 protection only those parts of material, documents, items or oral or written
10 communications that qualify so that other portions of the material, documents, items
11 or communications for which protection is not warranted are not swept unjustifiably
12 within the ambit of this Order.

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

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

21 5.2 Manner and Timing of Designations. Except as otherwise provided in
22 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
23 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
24 under this Order must be clearly so designated before the material is disclosed or
25 produced.

26 Designation in conformity with this Order requires:

27 (a) for information in documentary form (e.g., paper or electronic
28 documents, but excluding transcripts of depositions or other pretrial or trial

1 proceedings), that the Producing Party affix at a minimum, the legend
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – AEO”, as may be
3 appropriate, (hereinafter “CONFIDENTIAL legend”), to each page that contains
4 protected material. If only a portion of the material on a page qualifies for
5 protection, the Producing Party also must clearly identify the protected portion(s)
6 (e.g., by making appropriate markings in the margins).

7 A Party or Non-Party that makes original documents available for inspection
8 need not designate them for protection until after the inspecting Party has indicated
9 which documents it would like copied and produced. During the inspection and
10 before the designation, all of the material made available for inspection shall be
11 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
12 documents it wants copied and produced, the Producing Party must determine which
13 documents, or portions thereof, qualify for protection under this Order. Then,
14 before producing the specified documents, the Producing Party must affix the
15 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
16 portion of the material on a page qualifies for protection, the Producing Party also
17 must clearly identify the protected portion(s) (e.g., by making appropriate markings
18 in the margins).

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

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

28 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent

1 failure to designate qualified information or items does not, standing alone, waive
2 the Designating Party's right to secure protection under this Order for such material.
3 Upon timely correction of a designation, the Receiving Party must make reasonable
4 efforts to assure that the material is treated in accordance with the provisions of this
5 Order.

6
7 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

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

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

21
22 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

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

1 DISPOSITION).

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

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

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

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

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

17 (d) the court and its personnel;

18 (e) court reporters and their staff;

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

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

24 (h) during their depositions, witnesses, and attorneys for witnesses, in the
25 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
26 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
27 not be permitted to keep any confidential information unless they sign the
28 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise

1 agreed by the Designating Party or ordered by the court. Pages of transcribed
2 deposition testimony or exhibits to depositions that reveal Protected Material may
3 be separately bound by the court reporter and may not be disclosed to anyone except
4 as permitted under this Stipulated Protective Order; and

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

7 7.3 Disclosure of “HIGHLY CONFIDENTIAL - AEO” Information or
8 Items. Unless otherwise ordered by the court or permitted in writing by the
9 Designating Party, a Receiving Party may disclose any information or item
10 designated “HIGHLY CONFIDENTIAL - AEO” only to: those persons identified
11 above in Section 7.2(a) and (c)-(i). “HIGHLY CONFIDENTIAL – AEO”
12 information may not be disclosed to the officers, directors, and employees of the
13 Receiving Party, but may be disclosed to House Counsel for the Receiving Party.

14 The parties agree that the parties may be provided by their counsel a summary
15 document, or oral summary, setting forth the alleged infringers’ full identities,
16 revenues, and gross profits totals, as well as the plaintiff’s sales, revenues and
17 profits and from the sale of product affixed with the allegedly infringed design(s) at
18 issue in this Action, notwithstanding any party’s designation of documents showing
19 such information as “HIGHLY CONFIDENTIAL – AEO.” It shall not be a
20 violation of this protective order for Plaintiff to use such information to name
21 revealed alleged infringers as defendants in this lawsuit or in a future lawsuit.

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

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

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

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

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

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

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

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

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

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

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

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

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

17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

26
27 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
28 PROTECTED MATERIAL

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

11
12 12. MISCELLANEOUS

13 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
14 person to seek its modification by the Court in the future.

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

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

26
27 13. FINAL DISPOSITION

28 After the final disposition of this Action, as defined in paragraph 4, within 60

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

18
19 14. VIOLATION

20 Any violation of this Order may be punished by appropriate measures
21 including, without limitation, contempt proceedings and/or monetary sanctions.
22

23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24 DATED: 2/8/2017

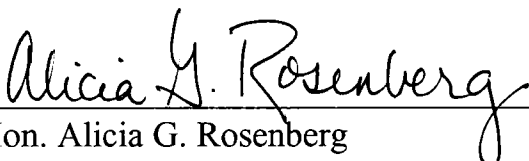
25
26 
27 Hon. Alicia G. Rosenberg
28 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of *Zelouf West Ltd. v. Shoreline Wear, Inc., et al.*, Case No.
2:16-cv-04689-RGK (AGRx). I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for enforcing the terms of this Stipulated Protective
Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____