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FIFTY-SIX HOPE ROAD MUSIC LIMITED, a  
Bahamian corporation, and HOPE ROAD  
9 MERCHANDISING, LLC, a Florida limited  
liability company

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

14 FIFTY-SIX HOPE ROAD MUSIC  
LIMITED, a Bahamian corporation,  
15 and HOPE ROAD  
MERCHANDISING, LLC, a Florida  
16 limited liability company,

17 Plaintiffs,

18 v.

19 JAMMIN JAVA CORPORATION, a  
Nevada corporation, and DOES 1-10,

20 Defendants.

21 JAMMIN JAVA CORPORATION, a  
22 Nevada corporation,

23 Counterclaimants,

24 v.

25 FIFTY-SIX HOPE ROAD MUSIC  
LIMITED, a Bahamian corporation,  
and HOPE ROAD  
26 MERCHANDISING, LLC, a Florida  
limited liability company,

27 Counterdefendants.  
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Case No. 2:16-cv-05810-SVW-MRWx

**STIPULATED PROTECTIVE  
ORDER**

Assigned To: HON. STEPHEN V.  
WILSON

1 JAMMIN JAVA CORPORATION, a  
2 Nevada corporation,  
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4 Third Party Plaintiff,  
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6 v.  
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8 ROHAN ANTHONY MARLEY, an  
9 individual,  
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11 Third Party Defendant.12

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15 1. INTRODUCTION

16 1.1 PURPOSES AND LIMITATIONS

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

29 1.2 GOOD CAUSE STATEMENT

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1 misrepresentation, and seeking declaratory and injunctive relief. Defendant  
2 Jammin Java has also brought claims against Rohan Marley including breach of  
3 fiduciary duties and, subject to an amended complaint, conspiracy. Defendant  
4 Rohan Marley has sought to dismiss these claims in a pending motion to dismiss.

5 The parties anticipate that discovery in this matter may involve disclosure of  
6 personal phone numbers, email addresses, and other personal identifying  
7 information that would cause harm if made part of the public record, particularly in  
8 light of the high-profile nature of some of the participants. The parties further  
9 anticipate that confidential business plans, financial information, and similar  
10 information regarding how the parties operate their businesses may be produced in  
11 the course of this litigation. In order to protect from the irreparable harm resulting  
12 from the disclosure of such material, these types of personal information and  
13 confidential business information may be properly designated confidential.

14 Further, both Plaintiffs and Defendant have brought claims for interference  
15 with prospective economic advantage. The parties likely have proprietary,  
16 confidential, and/or trade secret information, the disclosure of which is likely to  
17 cause irreparable harm to the parties' businesses, including information relating to  
18 ongoing and prospective business dealings. In order to protect from the substantial  
19 and concrete competitive injury resulting from the disclosure of such material to a  
20 competitor, these types of proprietary business information and trade secrets may  
21 be properly designated attorney's eyes only.

## 22 2. DEFINITIONS

23 2.1 Action: *Fifty-Six Hope Road Music Ltd., et al. v. Jammin Java Corp.*,  
24 No. 2:16-cv-05810-SVM-MRW.

25 2.2 "ATTORNEYS' EYES ONLY" Information or Items: information  
26 (regardless of how it is generated, stored or maintained) or tangible things that  
27 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified  
28 above in the Good Cause Statement. Information designated as "ATTORNEY'S

1 EYES ONLY” may be used and communicated only as provided in this Protective  
2 Order.

3 2.3 Challenging Party: a Party or Non-Party that challenges the  
4 designation of information or items under this Order.

5 2.4 “CONFIDENTIAL” Information or Items: information (regardless of  
6 how it is generated, stored or maintained) or tangible things that qualify for  
7 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
8 the Good Cause Statement.

9 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as  
10 their support staff).

11 2.6 Designating Party: a Party or Non-Party that designates information or  
12 items that it produces in disclosures or in responses to discovery as  
13 “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY.”

14 2.7 Disclosure or Discovery Material: all items or information, regardless  
15 of the medium or manner in which it is generated, stored, or maintained (including,  
16 among other things, testimony, transcripts, and tangible things), that are produced  
17 or generated in disclosures or responses to discovery in this matter.

18 2.8 Expert: a person with specialized knowledge or experience in a matter  
19 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
20 an expert witness or as a consultant in this Action.

21 2.9 House Counsel: attorneys who are employees of a party to this Action.  
22 House Counsel does not include Outside Counsel of Record or any other outside  
23 counsel.

24 2.10 Non-Party: any natural person, partnership, corporation, association, or  
25 other legal entity not named as a Party to this action.

26 2.11 Outside Counsel of Record: attorneys who are not employees of a  
27 party to this Action but are retained to represent or advise a party to this Action and  
28

1 have appeared in this Action on behalf of that party or are affiliated with a law firm  
2 which has appeared on behalf of that party, and includes support staff.

3 2.12 Party: any party to this Action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and their  
5 support staffs).

6 2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
7 Discovery Material in this Action.

8 2.14 Professional Vendors: persons or entities that provide litigation  
9 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
11 and their employees and subcontractors.

12 2.15 Protected Material: any Disclosure or Discovery Material that is  
13 designated as “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY.”

14 2.16 Receiving Party: a Party that receives Disclosure or Discovery  
15 Material from a Producing Party.

### 16 3. SCOPE

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

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

### 24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations  
26 imposed by this Order shall remain in effect until a Designating Party agrees  
27 otherwise in writing or a court order otherwise directs. Final disposition shall be  
28 deemed to be either (1) dismissal of all claims and defenses in this Action, with or

1 without prejudice (whether after a stipulated settlement of the action or after final  
2 judgment); or (2) final judgment herein after the completion and exhaustion of all  
3 appeals, rehearings, remands, trials, or reviews of this Action, including the time  
4 limits for filing any motions or applications for extension of time pursuant to  
5 applicable law.

6 5. DESIGNATING PROTECTED MATERIAL

7 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

28 Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic  
2 documents, but excluding transcripts of depositions or other pretrial or trial  
3 proceedings), that the Producing Party affix at a minimum, the legend  
4 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) or “ATTORNEY’S  
5 EYES ONLY” (hereinafter “AEO legend”), to each page that contains protected  
6 material. If only a portion or portions of the material on a page qualifies for  
7 protection, the Producing Party also must clearly identify the protected portion(s)  
8 (e.g., by making appropriate markings in the margins).

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

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

24 (c) for information produced in some form other than documentary  
25 and for any other tangible items, that the Producing Party affix in a prominent place  
26 on the exterior of the container or containers in which the information is stored the  
27 legend “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY.” If only a portion  
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1 or portions of the information warrants protection, the Producing Party, to the  
2 extent practicable, shall identify the protected portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
4 failure to designate qualified information or items does not, standing alone, waive  
5 the Designating Party's right to secure protection under this Order for such  
6 material. Upon timely correction of a designation, the Receiving Party must make  
7 reasonable efforts to assure that the material is treated in accordance with the  
8 provisions of this Order.

9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

13 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
14 resolution process (and, if necessary, file a discovery motion) under Local Rule  
15 37.1 et seq.

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

24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
26 disclosed or produced by another Party or by a Non-Party in connection with this  
27 Action only for prosecuting, defending, or attempting to settle this Action. Such  
28 Protected Material may be disclosed only to the categories of persons and under the



1 conditions described in this Order. When the Action has been terminated, a  
2 Receiving Party must comply with the provisions of section 13 below (FINAL  
3 DISPOSITION). Protected Material must be stored and maintained by a Receiving  
4 Party at a location and in a secure manner that ensures that access is limited to the  
5 persons authorized under this Order.

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

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

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

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

19 (d) the Court and its personnel;

20 (e) court reporters and their staff;

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

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

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

1 deposing party requests that the witness sign the form attached as Exhibit A hereto;  
2 and (2) they will not be permitted to keep any confidential information unless they  
3 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
4 otherwise agreed by the Designating Party or ordered by the court. Pages of  
5 transcribed deposition testimony or exhibits to depositions that reveal Protected  
6 Material may be separately bound by the court reporter and may not be disclosed to  
7 anyone except as permitted under this Stipulated Protective Order; and

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

11 7.3 Disclosure of “ATTORNEY’S EYES ONLY” Information or Items.

12 Unless otherwise ordered by the court or permitted in writing by the Designating  
13 Party, a Receiving Party may disclose any information or item designated  
14 “ATTORNEY’S EYES ONLY” only to:

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

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

21 (c) the Court and its personnel;

22 (d) court reporters and their staff;

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

1 (f) the author or recipient of a document containing the information  
2 or a custodian or other person who otherwise possessed or knew the information;  
3 and

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

7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
8 IN OTHER LITIGATION

9 If a Party is served with a subpoena or a court order issued in other litigation  
10 that compels disclosure of any information or items designated in this Action as  
11 “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY,” that Party must:

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

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

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

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

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

3 (a) The terms of this Order are applicable to information produced  
4 by a Non-Party in this Action and designated as “CONFIDENTIAL” or  
5 “ATTORNEY’S EYES ONLY.” Such information produced by Non-Parties in  
6 connection with this litigation is protected by the remedies and relief provided by  
7 this Order. Nothing in these provisions should be construed as prohibiting a Non-  
8 Party from seeking additional protections.

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

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

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

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

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

28 Absent a court order to the contrary, the Non-Party shall bear the burden and

1 expense of seeking protection in this court of its Protected Material.

2 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

11 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
12 PROTECTED MATERIAL

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

23 12. MISCELLANEOUS

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

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

1 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
2 any ground to use in evidence of any of the material covered by this Protective  
3 Order.

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

10 13. FINAL DISPOSITION

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

1 14. Any willful violation of this Order may be punished by civil or criminal  
2 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
3 authorities, or other appropriate action at the discretion of the Court.  
4

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

7 DATED: October 27, 2016

GREENBERG GLUSKER FIELDS  
CLAMAN & MACHTINGER LLP

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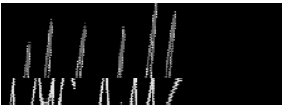
10 By: /s/ Bonnie E. Eskenazi  
11 BONNIE E. ESKENAZI (SBN 119401)  
12 Attorneys for Plaintiffs and Counter-  
13 defendants FIFTY-SIX HOPE ROAD  
14 MUSIC LIMITED, a Bahamian  
15 corporation, and HOPE ROAD  
16 MERCHANDISING, LLC, a Florida  
17 limited liability company

16 DATED: October 27, 2016

18 By: /s/ Michael L. Francisco  
19 Michael L. Francisco  
20 MRDLaw  
21 Taylor C. Foss  
22 MICHELMAN & ROBINSON, LLP  
23 Attorneys for Defendant JAMMIN  
24 JAVA CORPORATION

23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
24

26 DATED: October 28, 2016



HON. MICHAEL R. WILNER  
United States Magistrate Judge

28

**ATTESTATION REGARDING SIGNATURES**

I, Bonnie E. Eskenazi, attest that all signatories listed, and on whose behalf this filing is submitted, concur in the filing’s content and have authorized the filing.

DATED: October 27, 2016

GREENBERG GLUSKER FIELDS  
CLAMAN & MACTINGER LLP

By: /s/ Bonnie E. Eskenazi  
BONNIE E. ESKENAZI (SBN 119401)  
Attorneys for Plaintiffs and Counter-  
defendants FIFTY-SIX HOPE ROAD  
MUSIC LIMITED, a Bahamian  
corporation, and HOPE ROAD  
MERCHANDISING, LLC, a Florida  
limited liability company

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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [full name], of \_\_\_\_\_  
[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 *Fifty-  
Six Hope Road Music Ltd., et al. v. Jammin Java Corp.*, No. 2:16-cv-05810-SVM-  
MRW. 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 the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [full  
name] of \_\_\_\_\_ [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 signed: \_\_\_\_\_

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

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