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Paul A. Stewart (SBN 153467)
paul.stewart@knobbe.com
Ali S. Razai (SBN 246922)
ali.razai@knobbe.com
KNOBBE, MARTENS, OLSON &
BEAR, LLP
2040 Main Street
Fourteenth Floor
Irvine, CA 92614
Phone: (949) 760-0404
Facsimile: (949) 760-9502

Attorneys for Plaintiff
SEVILLE CLASSICS, INC.

Jeffrey A. Kobulnick (SBN 228299)
BRUTZKUS GUBNER
21650 Oxnard Street, Suite 500
Woodland Hills, CA 91367
Telephone: (818) 827-9000
Facsimile: (818) 827-9099
jkobulnick@bg.law

Richard S. Stockton (Admitted *Pro Hac Vice*)
BANNER & WITCOFF, LTD.
Ten South Wacker Drive, Suite 3000
Chicago, IL 60606
Telephone: (312) 463-5000
RStockton@bannerwitcoff.com

Attorneys for Defendant
HONEY-CAN-DO
INTERNATIONAL, LLC

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

SEVILLE CLASSICS, INC., a
California corporation,

Plaintiff,

v.

HONEY-CAN-DO
INTERNATIONAL, LLC, an Illinois
limited liability company,

Defendant.

) Case No.
) 2:16-CV-06460-SJO (RAOx)
)
) **STIPULATED PROTECTIVE**
) **ORDER**
)
) Hon. S. James Otero
) Hon. Rozella A. Oliver
)
)

1 **A. PURPOSES AND LIMITATIONS**

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

11 **B. GOOD CAUSE STATEMENT**

12 This action is likely to involve trade secrets, customer and pricing lists
13 and other valuable research, development, commercial, financial, technical
14 and/or proprietary information for which special protection from public
15 disclosure and from use for any purpose other than prosecution of this action is
16 warranted. Such confidential and proprietary materials and information consist
17 of, among other things, confidential business or financial information,
18 information regarding confidential business practices, or other confidential
19 research, development, or commercial information (including information
20 implicating privacy rights of third parties), information otherwise generally
21 unavailable to the public, or which may be privileged or otherwise protected
22 from disclosure under state or federal statutes, court rules, case decisions, or
23 common law. Accordingly, to expedite the flow of information, to facilitate the
24 prompt resolution of disputes over confidentiality of discovery materials, to
25 adequately protect information the parties are entitled to keep confidential, to
26 ensure that the parties are permitted reasonable necessary uses of such material
27 in preparation for and in the conduct of trial, to address their handling at the end

1 of the litigation, and serve the ends of justice, a protective order for such
2 information is justified in this matter. It is the intent of the parties that
3 information will not be designated as confidential for tactical reasons and that
4 nothing be so designated without a good faith belief that it has been maintained
5 in a confidential, non-public manner, and there is good cause why it should not
6 be part of the public record of this case.

7 **C. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING**
8 **UNDER SEAL**

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

14 There is a strong presumption that the public has a right of access to
15 judicial proceedings and records in civil cases. In connection with non-
16 dispositive motions, good cause must be shown to support a filing under seal.
17 See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir.
18 2006), *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002),
19 *Makar-Welbon v. Sony Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999)
20 (even stipulated protective orders require good cause showing), and a specific
21 showing of good cause or compelling reasons with proper evidentiary support
22 and legal justification, must be made with respect to Protected Material that a
23 party seeks to file under seal. The parties' mere designation of Disclosure or
24 Discovery Material as CONFIDENTIAL does not— without the submission of
25 competent evidence by declaration, establishing that the material sought to be
26 filed under seal qualifies as confidential, privileged, or otherwise protectable—
27 constitute good cause.

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

11 **2. DEFINITIONS**

12 2.1 Action: this pending federal law suit.

13 2.2 Challenging Party: a Party or Non-Party that challenges the
14 designation of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless
16 of how it is generated, stored or maintained) or tangible things that qualify for
17 protection under Federal Rule of Civil Procedure 26(c), and as specified above
18 in the Good Cause Statement.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as well
20 as their support staff).

21 2.5 Designating Party: a Party or Non-Party that designates
22 information or items that it produces in disclosures or in responses to discovery
23 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE
24 COUNSEL’S EYES ONLY.”

25 2.6 Disclosure or Discovery Material: all items or information,
26 regardless of the medium or manner in which it is generated, stored, or
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1 maintained (including, among other things, testimony, transcripts, and tangible
2 things), that are produced or generated in disclosures or responses to discovery
3 in this matter, or otherwise produced or generated in the course of this litigation,
4 including without limitation production documents, electronically stored
5 information, things, answers to interrogatories, responses to requests for
6 admissions, and depositions, as well as testimony adduced at trial or a hearing
7 or any matters in evidence..

8 2.7 Expert: a person with specialized knowledge or experience in a
9 matter pertinent to the litigation who has been retained by a Party or its counsel
10 to serve as an expert witness or as a consultant in this Action.

11 2.8 “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES
12 ONLY” Information or Items: information (regardless of how it is generated,
13 stored or maintained) or tangible things that qualify for protection under Federal
14 Rule of Civil Procedure 26(c), and as specified above in the Good Cause
15 Statement, that is extremely sensitive information the disclosure of which to
16 another party or non-party would likely harm the competitive position of the
17 party producing the information. Examples of information that could be
18 considered HIGHLY CONFIDENTIAL–OUTSIDE COUNSEL’S EYES
19 ONLY include sales volumes, sales units, cost of goods sold, price structures,
20 discounts, business costs, profits, margins, technical documents, marketing
21 strategies, competitive business plans, and the identity of customers.

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

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

27 2.11 Outside Counsel of Record: attorneys who are not employees of a
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1 party to this Action but are retained to represent or advise a party to this Action
2 and have appeared in this Action on behalf of that party or are affiliated with a
3 law firm which has appeared on behalf of that party, and includes support staff.

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

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

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

14 2.15 Protected Material: any Disclosure or Discovery Material that is
15 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
16 OUTSIDE COUNSEL’S EYES ONLY.”

17 2.16 Receiving Party: a Party that receives Disclosure or Discovery
18 Material from a Producing Party.

19 **3. SCOPE**

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

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

27 **4. DURATION**

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

12 **5. DESIGNATING PROTECTED MATERIAL**

13 5.1 Exercise of Restraint and Care in Designating Material for
14 Protection. Each Party or Non-Party that designates information or items for
15 protection under this Order must take care to limit any such designation to
16 specific material that qualifies under the appropriate standards.

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

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

26 5.2 Manner and Timing of Designations. Except as otherwise provided
27 in this Order, or as otherwise stipulated or ordered, Disclosure or Discovery
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1 Material that qualifies for protection under this Order must be clearly so
2 designated at the time the material is disclosed or produced.

3 Designation in conformity with this Order requires:

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

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

25 (b) For a deposition transcript, the Producing Party shall designate the
26 transcript as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE
27 COUNSEL’S EYES ONLY” by requesting such treatment thereof either on the

1 record at the time of the deposition or by written notice to all counsel of record
2 after service of the final deposition transcript. If confidential treatment of a
3 transcript is requested by a party by written notice after completion of a
4 deposition, such written notice shall be provided to all counsel of record within
5 fourteen (14) days after completion and service of the final transcript. Such
6 written notice shall specifically identify by page and line number all portions of
7 the transcript that should be treated as “CONFIDENTIAL” or “HIGHLY
8 CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY” in accordance
9 with this Protective Order. All counsel receiving such notice shall be
10 responsible for marking the copies of the designated transcript or portion thereof
11 in their possession or control as provided for in the written notice. The parties
12 shall not disseminate a deposition transcript or the contents thereof beyond the
13 persons designated in Paragraph 7.3 below for a period of fourteen (14) days
14 after completion and service of the final transcript, except that portions of the
15 transcript may be filed under seal with the Court in connection with these
16 proceedings. Documents or things used as exhibits at a deposition that a party
17 desires to be subject to this Protective Order shall be separately stamped or
18 marked “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE
19 COUNSEL’S EYES ONLY.” The disclosing party will have the right to
20 exclude from attendance at a deposition, during such time as the Confidential
21 Information is to be disclosed, any person other than the deponent, counsel, the
22 court reporter, the videographer, and any person(s) agreed upon by counsel for
23 the disclosing party.

24 (c) For information produced in some form other than documentary
25 (including, without limitation, electronically stored information produced in
26 native format) and for any other tangible items, that the Producing Party affix in
27 a prominent place on the media or exterior of the container or containers in
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1 which the information is stored the legend “CONFIDENTIAL” or “HIGHLY
2 CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY.” If only a portion
3 or portions of the information warrants protection, the Producing Party, to the
4 extent practicable, shall identify the protected portion(s).

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

11 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

15 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
16 resolution process under Local Rule 37.1 et seq.

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

25 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

26 7.1 Basic Principles. A Receiving Party may use Protected Material
27 that is disclosed or produced by another Party or by a Non-Party in connection
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1 with this Action only for prosecuting, defending or attempting to settle this
2 Action. Such Protected Material may be disclosed only to the categories of
3 persons and under the conditions described in this Order. When the Action has
4 been terminated, a Receiving Party must comply with the provisions of section
5 13 below (FINAL DISPOSITION).

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

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

13 (a) the Receiving Party’s Outside Counsel of Record in this Action
14 and other attorneys from Outside Counsel of Record’s law firm, as well as
15 employees of said Outside Counsel of Record to whom it is reasonably
16 necessary to disclose the information for this Action;

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

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

23 (d) the court and its personnel;

24 (e) court reporters, videographers and their staff;

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

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

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

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

16 7.3 Disclosure of “CONFIDENTIAL-OUTSIDE COUNSEL’S EYES
17 ONLY” Information or Items. Unless otherwise ordered by the court or
18 permitted in writing by the Designating Party, a Receiving Party may disclose
19 any information or item designated “CONFIDENTIAL-OUTSIDE
20 COUNSEL’S EYES ONLY” only to:

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

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

- 1 (c) the court and its personnel;
- 2 (d) court reporters, videographers and their staff;
- 3 (e) professional jury or trial consultants, mock jurors, and Professional
- 4 Vendors to whom disclosure is reasonably necessary for this Action and who
- 5 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 6 (f) the author or recipient of a document containing the information or
- 7 a custodian or other person who otherwise possessed or knew the information;
- 8 and
- 9 (g) any mediator or settlement officer, and their supporting personnel,
- 10 mutually agreed upon by any of the parties engaged in settlement discussions.

11 7.4 Disclosure of “CONFIDENTIAL” and “CONFIDENTIAL-

12 OUTSIDE COUNSEL’S EYES ONLY” Information to Experts. If any

13 Receiving Party desires to disclose information designated “CONFIDENTIAL”

14 or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY” to any

15 Expert, it must first identify in writing to the attorneys for the Producing Party

16 each such Expert. Such identification shall include a current curriculum vitae

17 and a signed “Acknowledgment and Agreement to Be Bound” (Exhibit A) from

18 the Expert. The attorney for the Producing Party shall have five (5) business

19 days from receipt of such notice to object in writing to disclosure of such

20 information to any Expert so identified. If no objection is timely made, then

21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL

22 EYES ONLY” information may be disclosed to such Expert. The Parties shall

23 attempt to resolve any objections informally. If objection is made, then any

24 Party challenging the disclosure of Protected Material to the Expert may bring

25 before the Court the question of whether Protected Material may be disclosed to

26 such Expert. Any such motion shall be filed within ten (10) business days from

27 the date of written objection to the disclosure. If no such motion is filed within

1 this ten (10) business day period, Protected Material may be disclosed to that
2 Expert. If a motion is filed, disclosure of Protected Material to the Expert shall
3 not be made before approval of the Expert by the Court; and in no event shall
4 disclosure be made before the deadlines for objecting and filing a motion set
5 forth in this Paragraph. The burden of establishing confidentiality shall be on
6 the Party who made the claim of confidentiality, but information designated as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL
8 EYES ONLY” shall be deemed as such until the matter is resolved.

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12 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
13 **PRODUCED IN OTHER LITIGATION**

14 If a Party is served with a subpoena or a court order issued in other
15 litigation that compels disclosure of any information or items designated in this
16 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE
17 COUNSEL’S EYES ONLY,” that Party must:

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

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

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

26 If the Designating Party timely seeks a protective order, the Party served
27 with the subpoena or court order shall not produce any information designated

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1 in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
2 OUTSIDE COUNSEL’S EYES ONLY” before a determination by the court
3 from which the subpoena or order issued, unless the Party has obtained the
4 Designating Party’s permission. The Designating Party shall bear the burden
5 and expense of seeking protection in that court of its confidential material and
6 nothing in these provisions should be construed as authorizing or encouraging a
7 Receiving Party in this Action to disobey a lawful directive from another court.

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

10 (a) The terms of this Order are applicable to information produced by a
11 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
12 CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY.” Such information
13 produced by Non-Parties in connection with this litigation is protected by the
14 remedies and relief provided by this Order. Nothing in these provisions should
15 be construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

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

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

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

20 **11. INADVERTENT PRODUCTION OF PRIVILEGED,**
21 **CONFIDENTIAL OR OTHERWISE PROTECTED MATERIAL**

22 The production of privileged or work-product protected documents,
23 electronically stored information or information, whether inadvertent or
24 otherwise, is not a waiver of the privilege or protection from discovery in this
25 case or in any other federal or state proceeding. This Order shall be interpreted
26 to provide the maximum protection allowed by Federal Rule of Evidence 502.

1 Nothing contained herein is intended to or shall serve to limit a party's
2 right to conduct a review of documents, ESI or information (including metadata)
3 for relevance, responsiveness, and/or segregation of privileged and/or protected
4 information before production.

5 If a receiving party discovers that discovery may have been inadvertently
6 or unintentionally produced, it shall notify the producing party in writing as
7 soon as reasonably practicable after learning of the inadvertent disclosure but in
8 no event more than 14 business days. If a party through inadvertence produces
9 or provides discovery which it believes is subject to a claim of an applicable
10 privilege, the producing party may give written notice to the receiving party or
11 parties that the information or material is subject to a claim of privilege and
12 request that the information or material be returned to the producing party. If a
13 party or non-party requests the return, pursuant to this paragraph, of any
14 discovery, the receiving party(ies) shall not use or disclose, and shall
15 immediately return to the producing party all copies of such information or
16 material or confirm that all copies of such information or material have been
17 destroyed. Return of the information or material by the receiving party shall not
18 constitute an admission or concession, or permit any inference, that the returned
19 information or material is, in fact, properly subject to a claim of privilege nor
20 shall it foreclose any party from moving the court for an order that such
21 information or material has been improperly designated for reasons other than a
22 waiver caused by the inadvertent production.

23 The inadvertent or unintentional disclosure by a party or non-party of
24 information, documents, or things which it believes should have been
25 designated as "Confidential Information" or "Confidential Attorneys Eyes Only
26 Information," regardless of whether the information, documents, or things were
27 so designated at the time of disclosure, shall not be deemed a waiver in whole or
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1 in part of the party's or non-party's claim of confidentiality, either as to the
2 specific information disclosed or as to any other information relating thereto or
3 on the same or related subject matter, provided that the party or non-party
4 notifies the receiving party as soon as reasonably practicable after discovery of
5 the inadvertent or unintentional failure to designate but in no event more than 14
6 business days. If a party or non-party inadvertently or unintentionally produces
7 or provides discovery of any "Confidential Information" or "Confidential
8 Attorneys Eyes Only Information" without designating it as such, the party or
9 non-party may give written notice to the receiving party(ies) that the
10 information or material is "Confidential Information" or "Confidential
11 Attorneys Eyes Only Information" and should be treated in accordance with the
12 provisions of this Protective Order. The receiving party(ies) must treat such
13 information or material as "Confidential Information" or "Confidential
14 Attorneys Eyes Only Information" as notified from the date such notice is
15 received. Disclosure of such information or material, prior to receipt of such
16 notice, to persons not authorized to receive "Confidential Information" or
17 "Confidential Attorneys Eyes Only Information" shall not be deemed a violation
18 of this Protective Order; however, those persons to whom disclosure was made
19 are to be advised that the material disclosed is "Confidential Information" or
20 "Confidential Attorneys Eyes Only Information" and must be treated in
21 accordance with this Protective Order.

22 **12. MISCELLANEOUS**

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of
24 any person to seek its modification by the Court in the future.

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

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

10 **13. FINAL DISPOSITION**

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

1 Protected Material remain subject to this Protective Order.

2 **14. VIOLATION**

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

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6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:**

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Respectfully submitted,
KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: April 27, 2017

By: /s/ Ali S. Razai
Paul A. Stewart
Ali S. Razai

Attorneys for Plaintiff
SEVILLE CLASSICS, INC.

BANNER & WITCOFF, LTD.

Dated: April 27, 2017

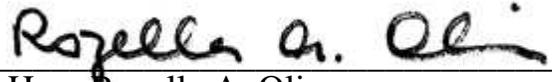
By: /s/ Richard S. Stockton (with permission)
Richard S. Stockton

Attorneys for Defendant
HONEY-CAN-DO INTERNATIONAL, LLC

IT IS SO ORDERED.

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Dated: April 28, 2017



Hon. Rozella A. Oliver
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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 *Seville Classics, Inc. v. Honey-Can-Do
International, LLC.*, Case No. 2:16-CV-06460-SJO (RAOx). 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 or Nation where sworn and signed: _____

Printed name: _____

Signature: _____

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