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

GYML, L.P., a California limited partnership,

Plaintiff,

v.

JAMES MARTIN, an individual; COPA DI VINO, an Oregon corporation; TGE.LLC, an Oregon domestic limited liability company DBA QUENETT; and DOES 1 through 10,

Defendants.

Case No. 2:16-cv-6518 R (JPRx)

STIPULATED PROTECTIVE ORDER FOR LITIGATION INVOLVING HIGHLY SENSITIVE CONFIDENTIAL INFORMATION AND/OR TRADE SECRETS

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than
5 prosecuting this litigation may be warranted. Accordingly, the parties hereby
6 stipulate to and petition the court to enter the following Stipulated Protective
7 Order. The parties acknowledge that this Order does not confer blanket protections
8 on all 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 are
10 entitled to confidential treatment under the applicable legal principles. The parties
11 further acknowledge, as set forth in Section 12.3, below, that this Stipulated
12 Protective Order does not entitle them to file confidential information under seal;
13 Civil Local Rule 79-5 sets forth the procedures that must be followed and the
14 standards that will be applied when a party seeks permission from the court to file
15 material under seal.

16 2. DEFINITIONS

17 2.1. Challenging Party: a Party or Non-Party that challenges the
18 designation of information or items under this Order.

19 2.2. “CONFIDENTIAL” Information or Items: information (regardless of
20 how it is generated, stored or maintained) or tangible things that qualify for
21 protection under Federal Rule of Civil Procedure 26(c).

22 2.3. Counsel (without qualifier): Outside Counsel of Record and House
23 Counsel (as well as their support staff).

24 2.4. Designated House Counsel: House Counsel who seek access to
25 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information in this
26 matter.

27 2.5. Designating Party: a Party or Non-Party that designates information or
28 items that it produces in disclosures or in responses to discovery as

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY”.

3 2.6. Disclosure or Discovery Material: all items or information, regardless
4 of the medium or manner in which it is generated, stored, or maintained (including,
5 among other things, testimony, transcripts, and tangible things), that are produced
6 or generated in disclosures or responses to discovery in this matter.

7 2.7. Expert: a person with specialized knowledge or experience in a matter
8 pertinent to the litigation who (1) has been retained by a Party or its counsel to
9 serve as an expert witness or as a consultant in this action, (2) is not a past or
10 current employee of a Party or of a Party’s competitor, and (3) at the time of
11 retention, is not anticipated to become an employee of a Party or of a Party’s
12 competitor.

13 2.8. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
14 Information or Items: extremely sensitive “Confidential Information or Items,”
15 including but not limited to confidential economic or financial information or
16 brand and marketing strategies, disclosure of which to another Party or Non-Party
17 would create a substantial risk of serious harm that could not be avoided by less
18 restrictive means.

19 2.9. House Counsel: attorneys who are employees of a party to this action.
20 House Counsel does not include Outside Counsel of Record or any other outside
21 counsel.

22 2.10. Non-Party: any natural person, partnership, corporation, association,
23 or other legal entity not named as a Party to this action.

24 2.11. Outside Counsel of Record: attorneys who are not employees of a
25 party to this action but are retained to represent or advise a party to this action and
26 have appeared in this action on behalf of that party or are affiliated with a law firm
27 which has appeared on behalf of that party.

28

1 2.12. Party: any party to this action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their
3 support staffs).

4 2.13. Producing Party: a Party or Non-Party that produces Disclosure or
5 Discovery Material in this action.

6 2.14. Professional Vendors: persons or entities that provide litigation
7 support services (e.g., court reporting, photocopying, videotaping, translating,
8 preparing exhibits or demonstrations, and organizing, storing, or retrieving data in
9 any form or medium) and their employees and subcontractors.

10 2.15. Protected Material: any Disclosure or Discovery Material that is
11 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
12 ATTORNEYS’ EYES ONLY.”

13 2.16. Receiving Party: a Party that receives Disclosure or Discovery
14 Material from a Producing Party.

15 3. SCOPE

16 The protections conferred by this Stipulation and Order cover not only
17 Protected Material (as defined above), but also (1) any information copied or
18 extracted from Protected Material; (2) all copies, excerpts, or compilations of
19 Protected Material; and (3) any testimony, conversations, or presentations by
20 Parties or their Counsel that might reveal Protected Material. However, the
21 protections conferred by this Stipulation and Order do not cover the following
22 information: (a) any information that is in the public domain at the time of
23 disclosure to a Receiving Party or becomes part of the public domain after its
24 disclosure to a Receiving Party as a result of publication not involving a violation
25 of this Order, including becoming part of the public record through trial or
26 otherwise; and (b) any information known to the Receiving Party prior to the
27 disclosure or obtained by the Receiving Party after the disclosure from a source
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1 who obtained the information lawfully and under no obligation of confidentiality to
2 the Designating Party.

3 Any use of Protected Material at trial shall be governed by a separate
4 agreement or order.

5 4. DURATION

6 Even after final disposition of this litigation, the confidentiality obligations
7 imposed by this Order shall remain in effect until a Designating Party agrees
8 otherwise in writing or a court order otherwise directs. Final disposition shall be
9 deemed to be the later of (1) dismissal of all claims and defenses in this action,
10 with or without prejudice; and (2) final judgment herein after the completion and
11 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
12 including the time limits for filing any motions or applications for extension of
13 time pursuant to applicable law.

14 5. DESIGNATING PROTECTED MATERIAL

15 5.1. Exercise of Restraint and Care in Designating Material for Protection.

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

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

1 If it comes to a Designating Party's attention that information or items that it
2 designated for protection do not qualify for protection at all or do not qualify for
3 the level of protection initially asserted, that Designating Party must promptly
4 notify all other parties that it is withdrawing the mistaken designation.

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

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic
12 documents, but excluding transcripts of depositions or other pretrial or trial
13 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or
14 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that
15 contains protected material. If only a portion or portions of the material on a page
16 qualifies for protection, the Producing Party also must clearly identify the
17 protected portion(s) (e.g., by making appropriate markings in the margins) and
18 must specify, for each portion, the level of protection being asserted.

19 A Party or Non-Party that makes original documents or materials
20 available for inspection need not designate them for protection until after the
21 inspecting Party has indicated which material it would like copied and produced.
22 During the inspection and before the designation, all of the material made available
23 for inspection shall be deemed "HIGHLY CONFIDENTIAL – ATTORNEYS'
24 EYES ONLY." After the inspecting Party has identified the documents it wants
25 copied and produced, the Producing Party must determine which documents, or
26 portions thereof, qualify for protection under this Order. Then, before producing
27 the specified documents, the Producing Party must affix the appropriate legend
28 ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES

1 ONLY”) to each page that contains Protected Material. If only a portion or
2 portions of the material on a page qualifies for protection, the Producing Party also
3 must clearly identify the protected portion(s) (e.g., by making appropriate
4 markings in the margins) and must specify, for each portion, the level of protection
5 being asserted.

6 (b) for testimony given in deposition or in other pretrial or trial
7 proceedings, that the Designating Party identify on the record, before the close of
8 the deposition, hearing, or other proceeding, all protected testimony and specify
9 the level of protection being asserted. When it is impractical to identify separately
10 each portion of testimony that is entitled to protection and it appears that
11 substantial portions of the testimony may qualify for protection, the Designating
12 Party may invoke on the record (before the deposition, hearing, or other
13 proceeding is concluded) a right to have up to 21 days to identify the specific
14 portions of the testimony as to which protection is sought and to specify the level
15 of protection being asserted. Only those portions of the testimony that are
16 appropriately designated for protection within the 21 days shall be covered by the
17 provisions of this Stipulated Protective Order. Alternatively, a Designating Party
18 may specify, at the deposition or up to 21 days afterwards if that period is properly
19 invoked, that the entire transcript shall be treated as “CONFIDENTIAL” or
20 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

21 Parties shall give the other parties notice if they reasonably expect a
22 deposition, hearing or other proceeding to include Protected Material so that the
23 other parties can ensure that only authorized individuals who have signed the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
25 proceedings. The use of a document as an exhibit at a deposition shall not in any
26 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
27 – ATTORNEYS’ EYES ONLY.”

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1 Transcripts containing Protected Material shall have an obvious legend on
2 the title page that the transcript contains Protected Material, and the title page shall
3 be followed by a list of all pages (including line numbers as appropriate) that have
4 been designated as Protected Material and the level of protection being asserted by
5 the Designating Party. The Designating Party shall inform the court reporter of
6 these requirements. Any transcript that is prepared before the expiration of a 21-
7 day period for designation shall be treated during that period as if it had been
8 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its
9 entirety unless otherwise agreed. After the expiration of that period, the transcript
10 shall be treated only as actually designated.

11 (c) for information produced in some form other than documentary
12 and for any other tangible items, that the Producing Party affix in a prominent
13 place on the exterior of the container or containers in which the information or
14 item is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
15 ATTORNEYS’ EYES ONLY”. If only a portion or portions of the information or
16 item warrant protection, the Producing Party, to the extent practicable, shall
17 identify the protected portion(s) and specify the level of protection being asserted.

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

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
26 designation of confidentiality at any time. Unless a prompt challenge to a
27 Designating Party’s confidentiality designation is necessary to avoid foreseeable,
28 substantial unfairness, unnecessary economic burdens, or a significant disruption

1 or delay of the litigation, a Party does not waive its right to challenge a
2 confidentiality designation by electing not to mount a challenge promptly after the
3 original designation is disclosed.

4 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
5 resolution process by providing written notice of each designation it is challenging
6 and describing the basis for each challenge. To avoid ambiguity as to whether a
7 challenge has been made, the written notice must recite that the challenge to
8 confidentiality is being made in accordance with this specific paragraph of the
9 Protective Order. The parties shall attempt to resolve each challenge in good faith
10 and must begin the process by conferring directly (in voice to voice dialogue; other
11 forms of communication are not sufficient) within 14 days of the date of service of
12 notice. In conferring, the Challenging Party must explain the basis for its belief that
13 the confidentiality designation was not proper and must give the Designating Party
14 an opportunity to review the designated material, to reconsider the circumstances,
15 and, if no change in designation is offered, to explain the basis for the chosen
16 designation. A Challenging Party may proceed to the next stage of the challenge
17 process only if it has engaged in this meet and confer process first or establishes
18 that the Designating Party is unwilling to participate in the meet and confer process
19 in a timely manner.

20 6.3. Judicial Intervention. If the Parties cannot resolve a challenge without
21 court intervention, the Designating Party shall file and serve a motion to retain
22 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule
23 79-5, if applicable) within 21 days of the initial notice of challenge or within 14
24 days of the parties agreeing that the meet and confer process will not resolve their
25 dispute, whichever is earlier. Each such motion must be accompanied by a
26 competent declaration affirming that the movant has complied with the meet and
27 confer requirements imposed in the preceding paragraph. Failure by the
28 Designating Party to make such a motion including the required declaration within

1 21 days (or 14 days, if applicable) shall automatically waive the confidentiality
2 designation for each challenged designation. In addition, the Challenging Party
3 may file a motion challenging a confidentiality designation at any time if there is
4 good cause for doing so, including a challenge to the designation of a deposition
5 transcript or any portions thereof. Any motion brought pursuant to this provision
6 must be accompanied by a competent declaration affirming that the movant has
7 complied with the meet and confer requirements imposed by the preceding
8 paragraph.

9 The burden of persuasion in any such challenge proceeding shall be on the
10 Designating Party. Frivolous challenges and those made for an improper purpose
11 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
12 expose the Challenging Party to sanctions. Unless the Designating Party has
13 waived the confidentiality designation by failing to file a motion to retain
14 confidentiality as described above, all parties shall continue to afford the material
15 in question the level of protection to which it is entitled under the Producing
16 Party's designation until the court rules on the challenge.

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

18 7.1. **Basic Principles.** A Receiving Party may use Protected Material that is
19 disclosed or produced by another Party or by a Non-Party in connection with this
20 case only for prosecuting, defending, or attempting to settle this litigation. Such
21 Protected Material may be disclosed only to the categories of persons and under
22 the conditions described in this Order. When the litigation has been terminated, a
23 Receiving Party must comply with the provisions of section 13 below (FINAL
24 DISPOSITION).

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

28

1 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless
2 otherwise ordered by the court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated

4 “CONFIDENTIAL” only to:

5 (a) the Receiving Party’s Outside Counsel of Record in this action,
6 as well as employees of said Outside Counsel of Record to whom it is reasonably
7 necessary to disclose the information for this litigation;

8 (b) the officers, directors, and employees (including House
9 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
10 this litigation and who have signed the “Acknowledgment and Agreement to Be
11 Bound” (Exhibit A);

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

15 (d) the court and its personnel;

16 (e) court reporters and their staff;

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

20 (g) during their depositions, witnesses in the action to whom
21 disclosure is reasonably necessary and who have signed the “Acknowledgment and
22 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
23 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits
24 to depositions that reveal Protected Material must be separately bound by the court
25 reporter and may not be disclosed to anyone except as permitted under this
26 Stipulated Protective Order;

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

4 7.3. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
5 ONLY” Information or Items. Unless otherwise ordered by the court or permitted
6 in writing by the Designating Party, a Receiving Party may disclose any
7 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
8 EYES ONLY” only to:

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

12 (b) Designated House Counsel of the Receiving Party, as well as
13 paralegals of said House Counsel (1) to whom disclosure is reasonably necessary
14 for this litigation, (2) who has signed the “Acknowledgment and Agreement to Be
15 Bound” (Exhibit A), and (3) as to whom the procedures set forth in paragraph
16 7.4(a)(1), below, have been followed;

17 (c) Experts of the Receiving Party (1) to whom disclosure is
18 reasonably necessary for this litigation, (2) who have signed the “Acknowledgment
19 and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set
20 forth in paragraph 7.4(a)(2), below, have been followed;

21 (d) the court and its personnel;

22 (e) court reporters and their staff, professional jury or trial
23 consultants, and Professional Vendors to whom disclosure is reasonably necessary
24 for this litigation and who have signed the “Acknowledgment and Agreement to
25 Be Bound” (Exhibit A); and

26 (f) the author or recipient of a document containing the
27 information or a custodian or other person who otherwise possessed or knew the
28 information.

1 7.4. Procedures for Approving or Objecting to Disclosure of “HIGHLY
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to
3 Designated House Counsel or Experts.

4 (a)(1) Unless otherwise ordered by the court or agreed to in writing by
5 the Designating Party, a Party that seeks to disclose to Designated House Counsel,
6 and the paralegals of said House Counsel, any information or item that has been
7 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
8 pursuant to paragraph 7.3(b) first must make a written disclosure to the
9 Designating Party that (1) sets forth the full name of the Designated House
10 Counsel and the city and state of his or her residence, and (2) describes the
11 Designated House Counsel’s current primary job duties and responsibilities.

12 (b) A Party that makes a written disclosure and provides the
13 information specified in the preceding respective paragraphs may disclose the
14 subject Protected Material to the identified Designated House Counsel or Expert
15 unless, within 7 days of delivering the request, the Party receives a written
16 objection from the Designating Party. Any such objection must set forth in detail
17 the grounds on which it is based.

18 (c) A Party that receives a timely written objection must meet and
19 confer with the Designating Party (through direct voice to voice dialogue) to try to
20 resolve the matter by agreement within seven days of the written objection. If no
21 agreement is reached, the Party seeking to make the disclosure to Designated
22 House Counsel or the Expert may file a motion as provided in Civil Local Rule 7
23 (and in compliance with Civil Local Rule 79-5, if applicable) seeking permission
24 from the court to do so. Any such motion must describe the circumstances with
25 specificity, set forth in detail the reasons why the disclosure to Designated House
26 Counsel or the Expert is reasonably necessary, assess the risk of harm that the
27 disclosure would entail, and suggest any additional means that could be used to
28 reduce that risk. In addition, any such motion must be accompanied by a competent

1 declaration describing the parties' efforts to resolve the matter by agreement (i.e.,
2 the extent and the content of the meet and confer discussions) and setting forth the
3 reasons advanced by the Designating Party for its refusal to approve the disclosure.

4 In any such proceeding, the Party opposing disclosure to Designated House
5 Counsel or the Expert shall bear the burden of proving that the risk of harm that the
6 disclosure would entail (under the safeguards proposed) outweighs the Receiving
7 Party's need to disclose the Protected Material to its Designated House Counsel or
8 Expert.

9 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
10 **IN OTHER LITIGATION**

11 If a Party is served with a subpoena or a court order issued in other litigation
12 that compels disclosure of any information or items designated in this action as
13 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
14 ONLY" that Party must:

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

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

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

23 If the Designating Party timely seeks a protective order, the Party served
24 with the subpoena or court order shall not produce any information designated in
25 this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
26 ATTORNEYS' EYES ONLY" before a determination by the court from which the
27 subpoena or order issued, unless the Party has obtained the Designating Party's
28 permission. The Designating Party shall bear the burden and expense of seeking

1 protection in that court of its confidential material – and nothing in these
2 provisions should be construed as authorizing or encouraging a Receiving Party in
3 this action to disobey a lawful directive from another court.

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

6 9.1. The terms of this Order are applicable to information produced by a
7 Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY
8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Such information produced
9 by Non-Parties in connection with this litigation is protected by the remedies and
10 relief provided by this Order. Nothing in these provisions should be construed as
11 prohibiting a Non-Party from seeking additional protections.

12 9.2. In the event that a Party is required, by a valid discovery request, to
13 produce a Non-Party’s confidential information in its possession, and the Party is
14 subject to an agreement with the Non-Party not to produce the Non-Party’s
15 confidential information, then the Party shall:

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

19 (b) promptly provide the Non-Party with a copy of the Stipulated
20 Protective Order in this litigation, the relevant discovery request(s), and a
21 reasonably specific description of the information requested; and

22 (c) make the information requested available for inspection by the
23 Non-Party.

24 9.3. If the Non-Party fails to object or seek a protective order from this
25 court within 14 days of receiving the notice and accompanying information, the
26 Receiving Party may produce the Non-Party’s confidential information responsive
27 to the discovery request. If the Non-Party timely seeks a protective order, the
28 Receiving Party shall not produce any information in its possession or control that

1 is subject to the confidentiality agreement with the Non-Party before a
2 determination by the court. Absent a court order to the contrary, the Non-Party
3 shall bear the burden and expense of seeking protection in this court of its
4 Protected Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
16 PROTECTED MATERIAL

17 When a Producing Party gives notice to Receiving Parties that certain
18 inadvertently produced material is subject to a claim of privilege or other
19 protection, the obligations of the Receiving Parties are those set forth in Federal
20 Rule of Civil Procedure 26(b)(5)(B) and does not result in waiver of the claim of
21 privilege or protection as set forth in Federal Rule of Evidence 502(b) and (e) or as
22 decided by the court under Federal Rule of Evidence 502(d).

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. Without written permission from the
5 Designating Party or a court order secured after appropriate notice to all interested
6 persons, a Party may not file in the public record in this action any Protected
7 Material. A Party that seeks to file under seal any Protected Material must comply
8 with Civil Local Rule 79-5. Protected Material may only be filed under seal
9 pursuant to a court order authorizing the sealing of the specific Protected Material
10 at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a
11 request establishing that the Protected Material at issue is privileged, protectable as
12 a trade secret, or otherwise entitled to protection under the law. If a Receiving
13 Party's request to file Protected Material under seal pursuant to Civil Local Rule
14 79-5(e) is denied by the court, then the Receiving Party may file the Protected
15 Material in the public record pursuant to Civil Local Rule 79-5(e)(2) unless
16 otherwise instructed by the court.

17 13. FINAL DISPOSITION

18 Within 60 days after the final disposition of this action, as defined in
19 paragraph 4, each Receiving Party must return all Protected Material to the
20 Producing Party or destroy such material. As used in this subdivision, “all
21 Protected Material” includes all copies, abstracts, compilations, summaries, and
22 any other format reproducing or capturing any of the Protected Material. Whether
23 the Protected Material is returned or destroyed, the Receiving Party must submit a
24 written certification to the Producing Party (and, if not the same person or entity, to
25 the Designating Party) by the 60-day deadline that (1) identifies (by category,
26 where appropriate) all the Protected Material that was returned or destroyed and
27 (2) affirms that the Receiving Party has not retained any copies, abstracts,
28 compilations, summaries or any other format reproducing or capturing any of the

1 Protected Material. Notwithstanding this provision, Counsel are entitled to retain
2 an archival copy of all pleadings, motion papers, trial, deposition, and hearing
3 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
4 reports, attorney work product, and consultant and expert work product, even if
5 such materials contain Protected Material. Any such archival copies that contain or
6 constitute Protected Material remain subject to this Protective Order as set forth in
7 Section 4 (DURATION).

8
9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10
11 DATED: January 27, 2017 /s/ Tamany Vinson Bentz
12 Attorneys for Plaintiff

13 DATED: January 27, 2017 /s/ Katherine R. Heekin
14 Attorneys for Defendants

15 PURSUANT TO STIPULATION, IT IS SO ORDERED.

16
17 
18
19 DATED: February 1, 2017 _____
20 Hon. Manuel L. Real
21 United States District Judge

1 EXHIBIT A

2 ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury
5 that I have read in its entirety and understand the Stipulated Protective Order that
6 was issued by the United States District Court for the Central District of California
7 on [date] in the case of *GMYL, L.P. v. Copa di Vino et al.*, Case No. 2:16-cv-6518
8 R (JPRx). I agree to comply with and to be bound by all the terms of this
9 Stipulated Protective Order and I understand and acknowledge that failure to so
10 comply could expose me to sanctions and punishment in the nature of contempt. I
11 solemnly promise that I will not disclose in any manner any information or item
12 that is subject to this Stipulated Protective Order to any person or entity except in
13 strict compliance with the provisions of this Order.

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

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

23
24 Date: _____

25 City and State where sworn and signed: _____

26 Printed name: _____

27
28 Signature: _____