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LOS ANGELES RAG HOUSE, INC.

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

THE RAG PLACE, INC., a  
California Corporation

Plaintiff,

vs.

LOS ANGELES RAG HOUSE,  
INC., a California Corporation, a  
California corporation

Defendant.

**CASE NO. 2:16-cv-06582-RGK-SK**

**[~~AMENDED PROPOSED~~]  
STIPULATED PROTECTIVE  
ORDER**

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

11 B. GOOD CAUSE STATEMENT

12 It is the intent of the parties and the Court that information will not be  
13 designated as confidential for tactical reasons in this case and that nothing shall be  
14 designated without a good faith belief that there is good cause why it should not be  
15 part of the public record of this case. Examples of confidential information that the  
16 parties may seek to protect from unrestricted or unprotected disclosure include:

- 17 (a) Information that is the subject of a non-disclosure or  
18 confidentiality agreement or obligation;
- 19 (b) The names, or other information tending to reveal the identity of  
20 a party's supplier, designer, distributor, or customer;
- 21 (c) Agreements with third-parties, including license agreements,  
22 distributor agreements, manufacturing agreements, design  
23 agreements, development agreements, supply agreements, sales  
24 agreements, or service agreements;
- 25 (d) Research and development information;
- 26 (e) Proprietary engineering or technical information, including  
27 product design, manufacturing techniques, processing  
28 information, drawings, memoranda and reports;

- 1 (f) Information related to budgets, sales, profits, costs, margins,  
2 licensing of technology or designs, product pricing, or other  
3 internal financial/accounting information, including non-public  
4 information related to financial condition or performance and  
5 income or other non-public tax information;
- 6 (g) Information related to internal operations including personnel  
7 information;
- 8 (h) Information related to past, current and future product  
9 development;
- 10 (i) Information related to past, current and future market analyses  
11 and business and marketing development, including plans,  
12 strategies, forecasts and competition; and
- 13 (j) Trade secrets (as defined by the jurisdiction in which the  
14 information is located).

15 Unrestricted or unprotected disclosure of such confidential technical,  
16 commercial or personal information would result in prejudice or harm to the  
17 producing party by revealing the producing party's competitive confidential  
18 information, which has been developed at the expense of the producing party and  
19 which represents valuable tangible and intangible assets of that party. Additionally,  
20 privacy interests must be safeguarded. Accordingly, the parties respectfully submit  
21 that there is good cause for the entry of this Protective Order.

22 The parties agree, subject to the Court's approval, that the following terms and  
23 conditions shall apply following Protective Order. The parties acknowledge that this  
24 Order does not confer blanket protections on all disclosures or responses to  
25 discovery and that the protection it affords from public disclosure and use extends  
26 only to the limited information or items that are entitled to confidential treatment  
27 under the applicable legal principles. Nothing herein shall prevent any Party from  
28 withholding or redacting any documents and/or information that the Party deems

1 privileged, irrelevant, or otherwise objectionable.

2 C. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING UNDER  
3 SEAL

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

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

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

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

10 2. DEFINITIONS

11 2.1 Action: This pending federal lawsuit, *The Rag Place, Inc. v. Los Angeles*  
12 *Rag House, Inc.*, Case No. 2:16-cv-06582-RGK-SK.

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

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

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

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

24 2.6 Disclosure or Discovery Material: all items or information, regardless of  
25 the medium or manner in which it is generated, stored, or maintained (including,  
26 among other things, testimony, transcripts, and tangible things), that are produced or  
27 generated in disclosures or responses to discovery in this matter.

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1           2.7 Expert: a person with specialized knowledge or experience in a matter  
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
3 an expert witness or as a consultant in this Action.

4           2.8 House Counsel: attorneys who are employees of a party to this Action.  
5 House Counsel does not include Outside Counsel of Record or any other outside  
6 counsel.

7           2.9 Non-Party: any natural person, partnership, corporation, association or  
8 other legal entity not named as a Party to this action.

9           2.10 Outside Counsel of Record: attorneys who are not employees of a party  
10 to this Action but are retained to represent or advise a party to this Action and have  
11 appeared in this Action on behalf of that party or are affiliated with a law firm that  
12 has appeared on behalf of that party, and includes support staff.

13           2.11 Party: any party to this Action, including all of its officers, directors,  
14 employees, consultants, retained experts, and Outside Counsel of Record (and their  
15 support staffs).

16           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
17 Discovery Material in this Action.

18           2.13 Professional Vendors: persons or entities that provide litigation support  
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
21 and their employees and subcontractors.

22           2.14 Protected Material: any Disclosure or Discovery Material that is  
23 designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES  
24 ONLY”.

25           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
26 from a Producing Party.

27 3. SCOPE

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

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

8 4. DURATION

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

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection.

20 Each Party or Non-Party that designates information or items for protection under  
21 this Order must take care to limit any such designation to specific material that  
22 qualifies under the appropriate standards. The Designating Party must designate for  
23 protection only those parts of material, documents, items or oral or written  
24 communications that qualify so that other portions of the material, documents, items  
25 or communications for which protection is not warranted are not swept unjustifiably  
26 within the ambit of this Order. Mass, indiscriminate or routinized designations are  
27 prohibited. Designations that are shown to be clearly unjustified or that have been  
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1 made for an improper purpose (e.g., to unnecessarily encumber the case development  
2 process or to impose unnecessary expenses and burdens on other parties) may expose  
3 the Designating Party to sanctions. If it comes to a Designating Party's attention that  
4 information or items that it designated for protection do not qualify for protection,  
5 that Designating Party must promptly notify all other Parties that it is withdrawing  
6 the inapplicable designation.

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

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

21           A Party or Non-Party that makes original documents available for  
22 inspection need not designate them for protection until after the inspecting Party has  
23 indicated which documents it would like copied and produced. During the inspection  
24 and before the designation, all of the material made available for inspection shall be  
25 deemed "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
26 After the inspecting Party has identified the documents it wants copied and produced,  
27 the Producing Party must determine which documents, or portions thereof, qualify for  
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1 protection under this Order. Then, before producing the specified documents, the  
2 Producing Party must affix the “CONFIDENTIAL legend” or the “CONFIDENTIAL  
3 – ATTORNEYS’ EYES ONLY legend” to each page that contains Protected  
4 Material. If only a portion of the material on a page qualifies for protection, the  
5 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
6 appropriate markings in the margins).

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

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

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

## 22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
24 designation of confidentiality at any time that is consistent with the Court’s  
25 Scheduling Order.

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
27 resolution process under Local Rule 37-1 et seq.

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1           6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
2 joint stipulation pursuant to Local Rule 37-2.

3           6.4 The burden of persuasion in any such challenge proceeding shall be on  
4 the Designating Party. Frivolous challenges, and those made for an improper purpose  
5 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
6 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
7 or withdrawn the confidentiality designation, all parties shall continue to afford the  
8 material in question the level of protection to which it is entitled under the Producing  
9 Party’s designation until the Court rules on the challenge.

10 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

21           7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
22 otherwise ordered by the court or permitted in writing by the Designating Party, a  
23 Receiving Party may disclose any information or item designated  
24 “CONFIDENTIAL” only to:

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

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

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

6 (d) the court and its personnel;

7 (e) court reporters and their staff;

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

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

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

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

24 7.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
25 Information or Items. Unless otherwise ordered by the court or permitted in writing  
26 by the Designating Party, a Receiving Party may disclose any information or item  
27 designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:  
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1 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
2 as well as employees of said Outside Counsel of Record to whom it is reasonably  
3 necessary to disclose the information for this Action;

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

7 (c) the court and its personnel;

8 (d) court reporters and their staff;

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

12 (f) the author or recipient of a document containing the information  
13 or a custodian or other person who otherwise possessed or knew the information;

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

23 (h) any mediator or settlement officer, and their supporting personnel,  
24 mutually agreed upon by any of the parties engaged in settlement discussions.

25 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
26 OTHER LITIGATION

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

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

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

9 (c) cooperate with respect to all reasonable procedures sought to be pursued  
10 by the Designating Party whose Protected Material may be affected. If the  
11 Designating Party timely seeks a protective order, the Party served with the subpoena  
12 or court order shall not produce any information designated in this action as  
13 “CONFIDENTIAL” before a determination by the court from which the subpoena or  
14 order issued, unless the Party has obtained the Designating Party’s permission. The  
15 Designating Party shall bear the burden and expense of seeking protection in that  
16 court of its confidential material and nothing in these provisions should be construed  
17 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
18 directive from another court.

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

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

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

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

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

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

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

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL

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

13 12. MISCELLANEOUS

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

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

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

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

19 14. VIOLATION

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

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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3 DATED: July 21, 2017

**BLUE CAPITAL LAW FIRM, PC**

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By           /s/ Sang N. Dang            
Sang N. Dang  
Attorneys for Plaintiff  
**THE RAG PLACE, INC.**

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8 DATED: July 24, 2017

**GABRIEL SALOMONS, LLP**

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By           /s/ David S. Mayes            
David S. Mayes  
Attorneys for Defendant  
**LOS ANGELES RAG HOUSE, INC.**

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1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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3 DATED: July 25, 2017

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Honorable Steve Kim  
United States Magistrate Judge

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Pursuant to Civil L.R. 5-4.3.4(a)(2)(i), the filer attests that all other signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

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**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 \_\_\_\_\_ *THE RAG PLACE, INC. v. LOS ANGELES RAG  
HOUSE, INC., 2:16-cv-06582-RGK-SK*. 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 \_\_\_\_\_ [print  
or type full name] of \_\_\_\_\_ [print or type  
full address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

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

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

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

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