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 8 **UNITED STATES DISTRICT COURT**  
 9 **CENTRAL DISTRICT OF CALIFORNIA**  
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 12 CHANEL, INC.,  
 13 Plaintiff,  
 14 v.  
 15 EFREN CERON A/K/A EFREN  
 CERON, JR., an individual, et al.,  
 16 Defendant.  
 17

Case No. 2:16-cv-06938-AB-PLAx

**STIPULATED PROTECTIVE ORDER**

18  
 19 **1. A. PURPOSES AND LIMITATIONS**

20 Discovery in this action is likely to involve production of confidential, proprietary, or  
 21 private information for which special protection from public disclosure and from use for any  
 22 purpose other than prosecuting this litigation may be warranted. Accordingly, the parties  
 23 hereby stipulate to and petition the Court to enter the following Stipulated Protective Order.  
 24 The parties acknowledge that this Order does not confer blanket protections on all  
 25 disclosures or responses to discovery and that the protection it affords from public disclosure  
 26 and use extends only to the limited information or items that are entitled to confidential  
 27 treatment under the applicable legal principles. The parties further acknowledge, as set forth  
 28 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file

1 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must  
2 be followed and the standards that will be applied when a party seeks permission from the  
3 court to file material under seal.

4 **B. GOOD CAUSE STATEMENT**

5 This action is likely to involve trade secrets, customer and pricing lists, information  
6 received from non-parties containing confidential commercial information, and other  
7 valuable commercial, financial, and/or proprietary information for which special protection  
8 from public disclosure and from use for any purpose other than prosecution of this action is  
9 warranted. Such confidential and proprietary materials and information consist of, among  
10 other things, confidential business or financial information, information regarding  
11 confidential business practices, or other confidential commercial information (including  
12 information potentially implicating privacy rights of non-parties and/or their customers),  
13 information otherwise generally unavailable to the public, or which may be privileged or  
14 otherwise protected from disclosure under state or federal statutes, court rules, case  
15 decisions, or common law. Accordingly, to expedite the flow of information, to facilitate  
16 the prompt resolution of disputes over confidentiality of discovery materials, to adequately  
17 protect information the parties are entitled to keep confidential, to ensure that the parties are  
18 permitted reasonable necessary uses of such material in preparation for and in the conduct  
19 of trial, to address their handling at the end of the litigation, and serve the ends of justice, a  
20 protective order for such information is justified in this matter. It is the intent of the parties  
21 that information will not be designated as confidential for tactical reasons and that nothing  
22 be so designated without a good faith belief that it has been maintained in a confidential,  
23 non-public manner, and there is good cause why it should not be part of the public record of  
24 this case.

25 **2. DEFINITIONS**

26 2.1 Action: this pending federal law suit.

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

1           2.3    “CONFIDENTIAL” Information or Items: information (regardless of how it  
2 is generated, stored or maintained) or tangible things that qualify for protection under  
3 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

4           2.4    Counsel: Outside Counsel of Record and House Counsel (as well as their  
5 support staff).

6           2.5    Designating Party: a Party or Non-Party that designates information or items  
7 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

8           2.6    Disclosure or Discovery Material: all items or information, regardless of the  
9 medium or manner in which it is generated, stored, or maintained (including, among other  
10 things, testimony, transcripts, and tangible things), that are produced or generated in  
11 disclosures or responses to discovery in this matter.

12          2.7    Expert: a person with specialized knowledge or experience in a matter pertinent  
13 to the litigation who has been retained by a Party or its counsel to serve as an expert witness  
14 or as a consultant in this Action.

15          2.8    House Counsel: attorneys who are employees of a party to this Action. House  
16 Counsel does not include Outside Counsel of Record or any other outside counsel.

17          2.9    Non-Party: any natural person, partnership, corporation, association, or other  
18 legal entity not named as a Party to this action.

19          2.10 Outside Counsel of Record: attorneys who are not employees of a party to this  
20 Action but are retained to represent or advise a party to this Action and have appeared in this  
21 Action on behalf of that party or are affiliated with a law firm that has appeared on behalf  
22 of that party, including support staff.

23          2.11 Party: any party to this Action, including all of its officers, directors,  
24 employees, consultants, retained experts, and Outside Counsel of Record (and their support  
25 staffs).

26          2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
27 Material in this Action.

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1           2.13 Professional Vendors: persons or entities that provide litigation support  
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,  
3 and organizing, storing, or retrieving data in any form or medium) and their employees and  
4 subcontractors.

5           2.14 Protected Material: any Disclosure or Discovery Material that is designated as  
6 “CONFIDENTIAL.”

7           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from  
8 a Producing Party.

9       **3. SCOPE**

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

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

17       **4. DURATION**

18           Once a case proceeds to trial, all of the court-filed information to be introduced that  
19 was previously designated as confidential or maintained pursuant to this protective order  
20 becomes public and will be presumptively available to all members of the public, including  
21 the press, unless compelling reasons supported by specific factual findings to proceed  
22 otherwise are made to the trial judge in advance of the trial. See Kamakana v. City and  
23 County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause”  
24 showing for sealing documents produced in discovery from “compelling reasons” standard  
25 when merits-related documents are part of court record). Accordingly, the terms of this  
26 protective order do not extend beyond the commencement of the trial.

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1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
3 Party or Non-Party that designates information or items for protection under this Order must  
4 take care to limit any such designation to specific material that qualifies under the  
5 appropriate standards. The Designating Party must designate for protection only those parts  
6 of material, documents, items, or oral or written communications that qualify so that other  
7 portions of the material, documents, items, or communications for which protection is not  
8 warranted are not swept unjustifiably within the ambit of this Order.

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

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

16 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
17 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
18 ordered, Disclosure or Discovery Material that qualifies for protection under this Order must  
19 be clearly so designated before the material is disclosed or produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic documents, but  
22 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
23 Party affix, at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL  
24 legend"), to each page that contains protected material. If only a portion or portions of the  
25 material on a page qualifies for protection, the Producing Party also must clearly identify the  
26 protected portion(s) (e.g., by making appropriate markings in the margins).

27 A Party or Non-Party that makes original documents available for inspection need not  
28 designate them for protection until after the inspecting Party has indicated which documents

1 it would like copied and produced. During the inspection and before the designation, all of  
2 the material made available for inspection shall be deemed “CONFIDENTIAL.” After the  
3 inspecting Party has identified the documents it wants copied and produced, the Producing  
4 Party must determine which documents, or portions thereof, qualify for protection under this  
5 Order. Then, before producing the specified documents, the Producing Party must affix the  
6 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion  
7 or portions of the material on a page qualifies for protection, the Producing Party also must  
8 clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
9 margins).

10 (b) for testimony given in depositions that the Designating Party identify the  
11 Disclosure or Discovery Material on the record, before the close of the deposition. Failure  
12 to designate testimony or exhibits at a deposition, however, shall not waive the protected  
13 status of the testimony or exhibits. The deponent, or counsel for the deponent, may designate  
14 specific testimony or exhibits as “CONFIDENTIAL” Information or Items within thirty (30)  
15 calendar days after receiving the transcript of the deposition. During the thirty (30) calendar  
16 days after receiving the transcript of the deposition, all testimony and exhibits shall be  
17 treated as though designated “CONFIDENTIAL.” If the deponent or Party fails to designate  
18 the transcript or exhibits as Protected Material within the above-described thirty-day period,  
19 any Party shall be entitled to treat the transcript or exhibits as containing no Protected  
20 Material.

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

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
27 designate qualified information or items does not, standing alone, waive the Designating  
28 Party’s right to secure protection under this Order for such material. Upon timely correction

1 of a designation, the Receiving Party must make reasonable efforts to assure that the material  
2 is treated in accordance with the provisions of this Order.

3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
5 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
7 process under Local Rule 37.1, et seq. Any discovery motion must strictly comply with the  
8 procedures set forth in Local Rules 37-1, 37-2, and 37-3.

9 6.3 Burden. The burden of persuasion in any such challenge proceeding shall be  
10 on the 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 expose  
12 the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
13 the confidentiality designation, all parties shall continue to afford the material in question  
14 the level of protection to which it is entitled under the Producing Party’s designation until  
15 the Court rules on the challenge.

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

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

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

26 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
27 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may  
28 disclose any information or item designated “CONFIDENTIAL” only to:

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as  
2 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose  
3 the information for this Action;

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

6 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure  
7 is reasonably necessary for this Action and who have signed the "Acknowledgment and  
8 Agreement to Be Bound" (Exhibit A);

9 (d) the Court and its personnel;

10 (e) court reporters and their staff;

11 (f) professional jury or trial consultants, mock jurors, and Professional Vendors  
12 to whom disclosure is reasonably necessary for this Action and who have signed the  
13 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

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

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

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

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1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
2 **OTHER LITIGATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
4 **PROTECTED MATERIAL**

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

14 **12. MISCELLANEOUS**

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

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

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

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1 **13. FINAL DISPOSITION**

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

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1 14. Any violation of this Order may be punished by any and all appropriate measures  
2 including, without limitation, contempt proceedings and/or monetary sanctions.

3 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

4  
5 DATED: May 19, 2017

6 VEATCH CARLSON, LLP

7  
8 By: /s/ Kevin R. Lussier

9 Kevin R. Lussier

10 Attorneys for Plaintiff  
11 CHANEL, INC.

12 DATED: May 19, 2017

13 TINGLEY LAW GROUP, PC

14  
15 By: /s/ Kevin W. Isaacson

16 Kevin W. Isaacson

17 Attorneys for Defendant  
18 EFREN CERON

19 **ECF CERTIFICATION**

20 The filing attorneys attest that they have obtained concurrence regarding the filing of this  
21 document from the other signatory to this document.

22 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

23 DATED: May 28, 2017

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25 

26 \_\_\_\_\_  
27 Paul L. Abrams  
28 United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [print or type full name], of  
5 \_\_\_\_\_ [print or type full address], declare under  
6 penalty of perjury that I have read in its entirety and understand the Stipulated Protective  
7 Order that was issued by the United States District Court for the Central District of California  
8 on [date] in the case of Chanel, Inc. v. Efren Ceron, Case No. 2:16-cv-06938-AB-PLA. I  
9 agree to comply with and to be bound by all the terms of this Stipulated Protective Order and  
10 I understand and acknowledge that failure to so comply could expose me to sanctions and  
11 punishment in the nature of contempt. I solemnly promise that I will not disclose in any  
12 manner any information or item that is subject to this Stipulated Protective Order to any  
13 person or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for the  
15 Central District of California for the purpose of enforcing the terms of this Stipulated  
16 Protective Order, even if such enforcement proceedings occur after termination of this action.  
17 I hereby appoint \_\_\_\_\_ [print or type full name] of  
18 \_\_\_\_\_ [print or type full address and telephone  
19 number] as my California agent for service of process in connection with this action or any  
20 proceedings related to enforcement of this Stipulated Protective Order.

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

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

23  
24 Printed name: \_\_\_\_\_

25  
26 Signature: \_\_\_\_\_