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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JNCO HOLDINGS, LLC, et al.

Plaintiffs,

vs.

GUOTAI USA CO., LTD., et al.

Defendants.

GUOTAI USA CO., LTD., et al.,

Third Party Plaintiffs,

vs.

J&COMPANY JEANS, LLC, et al.,

Third-Party Defendants.

CASE NO.: 2:16-cv-06948-ODW-PLA

[Assigned to the Hon. Otis D. Wright II,
judge presiding]

PROTECTIVE ORDER

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 Order.
7 The parties acknowledge that this Order does not confer blanket protections on all
8 disclosures or responses to discovery and that the protection it affords from public
9 disclosure and use extends only to the limited information or items that are entitled
10 to confidential treatment under the applicable legal principles. The parties further
11 acknowledge, as set forth in Section 14.4, below, that this Stipulated Protective
12 Order does not entitle them to file confidential information under seal; Local Civil
13 Rule 79-5 sets forth the procedures that must be followed and the standards that
14 will be applied when a party seeks permission from the court to file material under
15 seal.

16 2. GOOD CAUSE STATEMENT

17 To expedite the flow of information, to facilitate the prompt resolution of
18 disputes over confidentiality of discovery materials, to adequately protect
19 information the parties are entitled to keep confidential, to ensure that the parties
20 are permitted reasonably necessary uses of such material in preparation for and in
21 the conduct of trial, to address their handling at the end of the litigation, and serve
22 the ends of justice, a Protective Order for such information is justified in this
23 matter.

24 It is the intent of the parties and the Court that information will not be
25 designated as confidential for tactical reasons in this case and that nothing shall be
26 designated without a good faith belief that there is good cause why it should not be
27 part of the public record of this case.

28 Examples of confidential information that the parties may seek to protect

1 from unrestricted or unprotected disclosure include:

- 2 (a) Information that is the subject of a non-disclosure or confidentiality
3 agreement or obligation;
- 4 (b) The names, or other information tending to reveal the identity of a
5 party's supplier, designer, distributor, or customers;
- 6 (c) Agreements with third-parties, including license agreements,
7 distributor agreements, manufacturing agreements, design agreements, development
8 agreements, supply agreements, sales agreements, or service agreements;
- 9 (d) Invoices, purchase orders, shipping invoices, packing lists, and other
10 documents that contain confidential pricing, quantity, or other proprietary
11 information;
- 12 (e) Proprietary engineering or technical information, including product
13 design, manufacturing techniques, processing information, drawings, memoranda
14 and reports;
- 15 (f) Information related to budgets, sales, profits, costs, margins, licensing
16 of technology or designs, product pricing, or other internal financial/accounting
17 information, including non-public information related to financial condition or
18 performance and income or other non-public tax information;
- 19 (g) Information related to internal operations including personnel
20 information;
- 21 (h) Information related to past, current and future market analyses and
22 business and marketing development, including plans, strategies, forecasts and
23 competition; and
- 24 (i) Trade secrets (as defined by the jurisdiction in which the information
25 is located).

26 Unrestricted or unprotected disclosure of such confidential technical,
27 commercial or personal information would result in prejudice or harm to the
28 producing party by revealing the producing party's competitive confidential

1 information, which has been developed at the expense of the producing party and
2 which represents valuable tangible and intangible assets of that party. Additionally,
3 privacy interests must be safeguarded. Accordingly, the parties respectfully submit
4 that there is good cause for the entry of this Protective Order. The parties agree,
5 subject to the Court's approval, that the following terms and conditions shall apply
6 to this civil action.

7 3. DEFINITIONS

8 3.1 Challenging Party: a Party or Non-Party that challenges the
9 designation of information or items under this Order.

10 3.2 "CONFIDENTIAL" Information or Items: information (regardless of
11 how it is generated, stored or maintained) or tangible things that qualify for
12 protection under Federal Rule of Civil Procedure 26(c).

13 3.3 Counsel (without qualifier): Outside Counsel of Record (as well as
14 their support staff).

15 3.4 Designating Party: a Party or Non-Party that designates information or
16 items that it produces in disclosures or in responses to discovery as
17 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
18 ONLY".

19 3.5 Disclosure or Discovery Material: all items or information, regardless
20 of the medium or manner in which it is generated, stored, or maintained (including,
21 among other things, testimony, transcripts, and tangible things), that are produced
22 or generated in disclosures or responses to discovery in this matter.

23 3.6 Expert: a person with specialized knowledge or experience in a matter
24 pertinent to the litigation who (1) has been retained by a Party or its counsel to
25 serve as an expert witness or as a consultant in this action, (2) is not a past or
26 current employee of a Party or of a Party's competitor, and (3) at the time of
27 retention, is not anticipated to become an employee of a Party or of a Party's
28 competitor.

1 3.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
2 Information or Items: extremely sensitive “Confidential Information or Items,”
3 disclosure of which to another Party or Non-Party would create a substantial risk of
4 serious harm that could not be avoided by less restrictive means.

5 3.8 Non-Party: any natural person, partnership, corporation, association, or
6 other legal entity not named as a Party to this action.

7 3.9 Outside Counsel of Record: attorneys who are not employees of a
8 party to this action but are retained to represent or advise a party to this action and
9 have appeared in this action on behalf of that party or are affiliated with a law firm
10 which has appeared on behalf of that party.

11 3.10 Party: any party to this action, including all of its officers, directors,
12 employees, consultants, retained experts, and Outside Counsel of Record (and their
13 support staffs).

14 3.11 Producing Party: a Party or Non-Party that produces Disclosure or
15 Discovery Material in this action.

16 3.12 Professional Vendors: persons or entities that provide litigation
17 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)
19 and their employees and subcontractors.

20 3.13 Protected Material: any Disclosure or Discovery Material that is
21 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
22 ATTORNEYS’ EYES ONLY.”

23 3.14 Receiving Party: a Party that receives Disclosure or Discovery
24 Material from a Producing Party.

25 4. SCOPE

26 The protections conferred by this Stipulation and Order cover not only
27 Protected Material (as defined above), but also (1) any information copied or
28 extracted from Protected Material; (2) all copies, excerpts, summaries, or

1 compilations of Protected Material; and (3) any testimony, conversations, or
2 presentations by Parties or their Counsel that might reveal Protected Material.
3 However, the protections conferred by this Stipulation and Order do not cover the
4 following information: (a) any information that is in the public domain at the time
5 of disclosure to a Receiving Party or becomes part of the public domain after its
6 disclosure to a Receiving Party as a result of publication not involving a violation
7 of this Order, including becoming part of the public record through trial or
8 otherwise; and (b) any information known to the Receiving Party prior to the
9 disclosure or obtained by the Receiving Party after the disclosure from a source
10 who obtained the information lawfully and under no obligation of confidentiality to
11 the Designating Party. Any use of Protected Material at trial shall be governed by a
12 separate agreement or order.

13 5. DURATION

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

22 However, once a case proceeds to trial, all of the court-filed information that
23 is to be introduced and was previously designated as confidential and/or kept and
24 maintained pursuant to the terms of the Protective Order becomes public and will
25 be presumptively available to all members of the public, including the press, unless
26 compelling reasons supported by specific factual findings to proceed otherwise are
27 made to the District Judge in advance of the trial.

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1 6. DESIGNATING PROTECTED MATERIAL

2 6.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection
4 under this Order must take care to limit any such designation to specific material
5 that qualifies under the appropriate standards. To the extent it is practical to do so,
6 the Designating Party must designate for protection only those parts of material,
7 documents, items, or oral or written communications that qualify – so that other
8 portions of the material, documents, items, or communications for which protection
9 is not warranted are not swept unjustifiably within the ambit of this Order.

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

15 If it comes to a Designating Party’s attention that information or items that it
16 designated for protection do not qualify for protection at all or do not qualify for the
17 level of protection initially asserted, that Designating Party must promptly notify all
18 other parties that it is withdrawing the mistaken designation.

19 6.2 Manner and Timing of Designations. Except as otherwise provided in
20 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
21 stipulated or ordered, Disclosure or Discovery

22 Material that qualifies for protection under this Order must be clearly so
23 designated before the material is disclosed or produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic documents,
26 but excluding transcripts of depositions or other pretrial or trial proceedings), that
27 the Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY
28 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that contains

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

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

20 (b) for testimony given in deposition or in other pretrial or trial proceedings,
21 that the Designating Party identify on the record, before the close of the deposition,
22 hearing, or other proceeding, all protected testimony and specify the level of
23 protection being asserted. When it is impractical to identify separately each portion
24 of testimony that is entitled to protection and it appears that substantial portions of
25 the testimony may qualify for protection, the Designating Party may invoke on the
26 record (before the deposition, hearing, or other proceeding is concluded) a right to
27 have up to 21 days to identify the specific portions of the testimony as to which
28 protection is sought and to specify the level of protection being asserted. Only

1 those portions of the testimony that are appropriately designated for protection
2 within the 21 days shall be covered by the provisions of this Stipulated Protective
3 Order. Alternatively, a Designating Party may specify, at the deposition or up to 21
4 days afterwards if that period is properly invoked, that the entire transcript shall be
5 treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
6 EYES ONLY.”

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

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

24 (c) for information produced in some form other than documentary and for
25 any other tangible items, that the Producing Party affix in a prominent place on the
26 exterior of the container or containers in which the information or item is stored the
27 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
28 EYES ONLY”. If only a portion or portions of the information or item warrant

1 protection, the Producing Party, to the extent practicable, shall identify the
2 protected portion(s) and specify the level of protection being asserted.

3 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items does not, standing alone, waive
5 the Designating Party's right to secure protection under this Order for such
6 material. Upon timely correction of a designation, the Receiving Party must make
7 reasonable efforts to assure that the material is treated in accordance with the
8 provisions of this Order.

9 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 7.1 Timing of Challenges. Any Party or Non-Party may challenge a
11 designation of confidentiality within the discovery period established by the District
12 Judge. Unless a prompt challenge to a Designating Party's confidentiality
13 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary
14 economic burdens, or a significant disruption or delay of the litigation, a Party does
15 not waive its right to challenge a confidentiality designation by electing not to
16 mount a challenge promptly after the original designation is disclosed, so long as
17 such challenge is mounted within the applicable discovery cutoff.

18 7.2 Procedure for Challenges. In the event of a dispute regarding the
19 designation or disclosure of confidential information, the procedure for obtaining a
20 decision from the Court is that set forth in Local Rule 37. If the parties want to file
21 the Joint Stipulation required by Local Rule 37 under seal, the parties may file a
22 stipulation to that effect or the moving party may file an ex parte application
23 making the appropriate request. The parties must set forth good cause in the
24 stipulation or ex parte application as to why the Joint Stipulation or portions thereof
25 should be filed under seal.

26 8. ACCESS TO AND USE OF PROTECTED MATERIAL

27 8.1 Basic Principles. A Receiving Party may use Protected Material that is
28 disclosed or produced by another Party or by a Non-Party in connection with this

1 case only for prosecuting, defending, or attempting to settle this litigation. Such
2 Protected Material may be disclosed only to the categories of persons and under the
3 conditions described in this Order. When the litigation has been terminated, a
4 Receiving Party must comply with the provisions of section 15 below (FINAL
5 DISPOSITION).

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

9 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
10 otherwise ordered by the court or permitted in writing by the Designating Party, a
11 Receiving Party may disclose any information or item designated
12 “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
14 employees of said Outside Counsel of Record to whom it is reasonably necessary to
15 disclose the information for this litigation and who have signed the
16 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
17 A;

18 (b) the officers, directors, and employees of the Receiving Party to whom
19 disclosure is reasonably necessary for this litigation and who have signed the
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

24 (d) the court and its personnel, and the jury;

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

1 (f) during their depositions, witnesses in the action to whom disclosure is
2 reasonably necessary and who have signed the “Acknowledgment and Agreement
3 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
4 ordered by the court. Pages of transcribed deposition testimony or exhibits to
5 depositions that reveal Protected Material must be separately bound by the court
6 reporter and may not be disclosed to anyone except as permitted under this
7 Stipulated Protective Order.

8 (g) the author or recipient of a document containing the information or a
9 custodian or other person who otherwise possessed or knew the information.

10 8.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY” Information or Items. Unless otherwise ordered by the court or permitted
12 in writing by the Designating Party, a Receiving Party may disclose any
13 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
14 EYES ONLY” only to:

15 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
16 employees of said Outside Counsel of Record to whom it is reasonably necessary to
17 disclose the information for this litigation and who have signed the
18 “Acknowledgment and Agreement to Be Bound” that is attached hereto as
19 Exhibit A;

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

24 (c) the court and its personnel, and the jury;

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

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

3 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
4 IN OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation
6 that compels disclosure of any information or items designated in this action as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY” that Party must:

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

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

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

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

26 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
27 PRODUCED IN THIS LITIGATION

28 (a) The terms of this Order are applicable to information produced by a

1 Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Such information produced
3 by Non-Parties in connection with this litigation is protected by the remedies and
4 relief provided by this Order. A Party may produce information received by a Non-
5 Party subject to this Order with other Parties to the Action. Nothing in these
6 provisions should be construed as prohibiting a Non-Party from seeking additional
7 protections.

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

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

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

18 3. make the information requested available for inspection by the
19 Non-Party.

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

1 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

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

22 13. MISCELLANEOUS

23 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
24 person to seek its modification by the court in the future.

25 13.2 Right to Assert Other Objections. By stipulating to the entry of this
26 Protective Order no Party waives any right it otherwise would have to object to
27 disclosing or producing any information or item on any ground not addressed in
28 this Stipulated Protective Order. Similarly, no Party waives any right to object on

1 any ground to use in evidence of any of the material covered by this Protective
2 Order.

3 13.3 Filing Protected Material. Without written permission from the
4 Designating Party or a court order secured after appropriate notice to all interested
5 persons, a Party may not file in the public record in this action any Protected
6 Material. A Party that seeks to file under seal any Protected Material must comply
7 with Civil Local Rule 79-5.1. Protected Material may only be filed under seal
8 pursuant to a court order authorizing the sealing of the specific Protected Material
9 at issue. Pursuant to Civil Local Rule 79-5.1, a sealing order will issue only upon a
10 request establishing that the Protected Material at issue is privileged, protectable as
11 a trade secret, or otherwise entitled to protection under the law. If a Receiving
12 Party's request to file Protected Material under seal pursuant to Civil Local Rule
13 79-5.1 is denied by the court, then the Receiving Party may file the Protected
14 Material in the public record pursuant to Civil Local Rule 79-5.1 unless otherwise
15 instructed by the court.

16 14. FINAL DISPOSITION

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

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

7
8 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

9
10 Dated: November 6, 2017



Honorable Paul L. Abrams
United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of
4 _____ [print or type full address],
5 declare under penalty of perjury that I have read in its entirety and understand the
6 Stipulated Protective Order that was issued by the United States District Court for
7 the Central District of California on _____ [date] in the case of *JNCO*
8 *Holdings, LLC, et al. v. Guotai USA Co., Ltd., et al.*, Case No. 2:16-cv-06948-
9 ODW-PLA. I agree to comply with and to be bound by all the terms of this
10 Stipulated Protective Order and I understand and acknowledge that failure to so
11 comply could expose me to sanctions and punishment in the nature of contempt. I
12 solemnly promise that I will not disclose in any manner any information or item
13 that is subject to this Stipulated Protective Order to any person or entity except in
14 strict compliance with the provisions of this Order.

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

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

24 Date: _____

25 City and State where sworn and signed: _____

26 Printed name: _____

27 Signature: _____

28