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

GOLD VALUE INTERNATIONAL
TEXTILE, d/b/a FIESTA FABRIC, a
California Corporation;

Plaintiff,

vs.

FOREVER 21, INC., a Delaware
Corporation; and DOES 1-10, inclusive,

Defendants.

Case No.: 2:16-cv-7174 RSWL (AJWx)

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

1 1. A. PURPOSES AND LIMITATIONS

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

16
17 B. GOOD CAUSE STATEMENT

18
19 This action is likely to involve trade secrets, customer and pricing lists and
20 other valuable research, development, commercial, financial and/or technical
21 information for which special protection from public disclosure and from use for
22 any purpose other than prosecution of this action is warranted. Such confidential
23 materials and information consist of, among other things, confidential business or
24 financial information, information regarding purchase and sale prices of fabric or
25 garments by suppliers, manufacturers, importers, distributors or fashion retailers,
26 information regarding business practices, information regarding the creation,
27 purchase or sale of graphics used on textiles and garments, or other confidential
28 commercial information (including information implicating privacy rights of third

1 parties), information generally unavailable to the public, or which may be
2 privileged or otherwise protected from disclosure under state or federal rules, court
3 rules, case decisions, or common law. Accordingly, to expedite the flow of
4 information, to facilitate the prompt resolution of disputes over confidentiality of
5 discovery materials, to adequately protect information the parties are entitled to
6 keep confidential, to ensure that the parties are permitted reasonable necessary uses
7 of such material in preparation for and in the conduct of trial, to address their
8 handling at the end of the litigation, and serve the ends of justice, a protective order
9 for such information is justified in this matter. It is the intent of the parties that
10 information will not be designated as confidential for tactical reasons and that
11 nothing be so designated without a good faith belief that it has been maintained in a
12 confidential, non-public manner, and there is good cause why it should not be part
13 of the public record of this case.

14
15 2. DEFINITIONS

16 2.1 Action: This pending federal law suit.

17 2.2 Challenging Party: a Party or Non-Party that challenges the
18 designation of information or items under this Order.

19 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
20 how it is generated, stored or maintained) or tangible things that qualify for
21 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
22 the Good Cause Statement.

23 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
24 their support staff).

25 2.5 Designating Party: a Party or Non-Party that designates information or
26 items that it produces in disclosures or in responses to discovery as
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
28 ONLY”.

1 2.6 Disclosure or Discovery Material: all items or information, regardless
2 of the medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are produced
4 or generated in disclosures or responses to discovery in this matter.

5 2.7 Expert: a person with specialized knowledge or experience in a matter
6 pertinent to the litigation who (1) has been retained by a Party or its counsel to
7 serve as an expert witness or as a consultant in this Action, (2) IS NOT A PAST
8 OR CURRENT EMPLOYEE OF A Party or of a Party’s competitor, and (3) at the
9 time of retention, Is not anticipated to become an employee of a Party or of a
10 Party’s competitor.

11 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
12 Information or Items: extremely sensitive “Confidential information or Items,”
13 disclosure of which to another Party or Non-Party would create a substantial risk of
14 serious harm that could not be avoided by less restrictive means.

15 2.9 House Counsel: attorneys who are employees of a party to this Action.
16 House Counsel does not include Outside Counsel of Record or any other outside
17 counsel.

18 2.10 Non-Party: any natural person, partnership, corporation, association, or
19 other legal entity not named as a Party to this action.

20 2.11 Outside Counsel of Record: attorneys who are not employees of a
21 party to this Action but are retained to represent or advise a party to this Action
22 and have appeared in this Action on behalf of that party or are affiliated with a law
23 firm which has appeared on behalf of that party, and includes support staff.

24 2.12 Party: any party to this Action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and their
26 support staffs).

27 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
28 Discovery Material in this Action.

1 2.14 Professional Vendors: persons or entities that provide litigation
2 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 2.15 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
7 ATTORNEYS’ EYES ONLY.”

8 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
9 from a Producing Party.

10
11 3. SCOPE

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

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

1
2 4. DURATION

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

11
12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

26 If it comes to a Designating Party's attention that information or items that it
27 designated for protection do not qualify for protection at all or do not qualify for
28 the level of protection initially asserted, that Designating Party must

1 promptly notify all other Parties that it is withdrawing the inapplicable designation.

2 5.2 Manner and Timing of Designations. Except as otherwise provided in
3 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
4 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
5 under this Order must be clearly so designated before the material is disclosed or
6 produced.

7 Designation in conformity with this Order requires:

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

17 A Party or Non-Party that makes original documents available for inspection
18 need not designate them for protection until after the inspecting Party has indicated
19 which documents it would like copied and produced. During the inspection and
20 before the designation, all of the material made available for inspection shall be
21 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
22 inspecting Party has identified the
23 documents it wants copied and produced, the Producing Party must determine
24 which documents, or portions thereof, qualify for protection under this Order.
25 Then, before producing the specified documents, the Producing Party must affix
26 the appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
27 ATTORNEYS’ EYES ONLY”) to each page that contains Protected Material. If
28 only a portion or portions of the material on a page qualifies for protection, the

1 Producing Party also must clearly identify the protected portion(s) (e.g., by making
2 appropriate markings in the margins).

3 (b) for testimony given in depositions that the Designating Party identify
4 the Disclosure or Discovery Material on the record, before the close of the
5 deposition all protected testimony.

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

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
14 failure to designate qualified information or items does not, standing alone, waive
15 the Designating Party’s right to secure protection under this Order for such
16 material. Upon timely correction of a designation, the Receiving Party must make
17 reasonable efforts to assure that the material is treated in accordance with the
18 provisions of this Order.

19
20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
22 designation of confidentiality at any time that is consistent with the Court’s
23 Scheduling Order. Unless a prompt challenge to a Designating Party’s
24 confidentiality designation is necessary to avoid foreseeable, substantial
25 unfairness, unnecessary economic burdens, or a significant disruption or delay of
26 the litigation, a Party does not waive its right to challenge a confidentiality
27 designation by electing not to mount a challenge promptly after the original
28 designation is disclosed.

1 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
2 resolution process under Local Rule 37.1 et seq.

3 6.3 The burden of persuasion in any such challenge proceeding shall be on
4 the Designating Party. Frivolous challenges, and those made for an improper
5 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
6 parties) may expose the Challenging Party to sanctions. Unless the Designating
7 Party has waived or withdrawn the confidentiality designation, all parties shall
8 continue to afford the material in question the level of protection to which it is
9 entitled under the Producing Party’s designation until the Court rules on the
10 challenge.

11
12 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

27 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
28 well as employees of said Outside Counsel of Record to whom it is reasonably

1 necessary to disclose the information for this Action;

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

4 (c) Experts (as defined in this Order) of the Receiving Party (1) to whom
5 disclosure is reasonably necessary for this Action; (2) who have signed the
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A) and (3) subject to
7 paragraph 7.4 below;

8 (d) the court and its personnel;

9 (e) court reporters and their staff;

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

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

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

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

26 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
27 ONLY” Information or Items. Unless otherwise ordered by the court or permitted
28 in writing by the Designating Party, a Receiving Party may disclose any

1 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
2 EYES ONLY” only to:

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

6 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably
7 necessary for this litigation, (2) who have signed the “Acknowledgment and
8 Agreement to Be Bound” (Exhibit A), and (3) subject to paragraph 7.4, below;

9 (c) the court and its personnel;

10 (d) court reporters and their staff;

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

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

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

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

1 7.4. Notwithstanding Paragraph 7.2(b) and 7.3(b) above,
2 CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY INFORMATION may be provided to persons listed
4 therein only to the extent necessary for such expert or consultant to prepare a
5 written opinion, to prepare to testify, or to assist counsel in this Litigation,
6 provided that such expert or consultant (i) is not currently an employee of, or
7 advising or discussing employment with, or consultant to, any Party or any
8 competitor or potential transaction counterparty of any Party, as far as the expert or
9 consultant can reasonably determine, and (ii) is using said CONFIDENTIAL
10 INFORMATION or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY
11 INFORMATION solely in connection with this Litigation; and further provided
12 that such expert or consultant agrees to be bound by the terms of this Stipulation by
13 signing an undertaking in the form attached as Exhibit A hereto. Counsel for the
14 Party showing, providing, or disclosing CONFIDENTIAL INFORMATION or
15 HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY INFORMATION to
16 any person required to execute an undertaking pursuant to this paragraph shall be
17 responsible for obtaining such signed undertaking and retaining the original,
18 executed copy thereof. Under no circumstances shall an expert or consultant who
19 is a competitor or an employee of a competitor of a Party, or who is providing
20 services to any of the foregoing, be provided access to CONFIDENTIAL
21 INFORMATION or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY
22 INFORMATION absent further order of the Court or consent of the Producing
23 Party. “Competitors” are persons or entities endeavoring to engage in the same or
24 similar lines of business, provide the same or similar services, sell the same or
25 similar products, and/or operate in the same markets, as well as any persons who
26 are actually engaged in any of these activities.

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

4 ~~—— (a) — Unless otherwise ordered by the court or agreed to in writing by the~~
5 ~~Designating Party, a Party that seeks to disclose to an Expert (as defined in this~~
6 ~~Order) any information or item that has been designated “HIGHLY~~
7 ~~CONFIDENTIAL— ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c)~~
8 ~~must first make a written request to the Designating Party that (1) identifies the~~
9 ~~general categories of “HIGHLY CONFIDENTIAL— ATTORNEYS’ EYES~~
10 ~~ONLY” information that the Receiving Party seeks permission to disclose to the~~
11 ~~Expert, (2) sets forth the full name of the Expert and the city and state of his or her~~
12 ~~primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies~~
13 ~~the Expert’s current employer(s), (5) identifies each person or entity from whom~~
14 ~~the Expert has received compensation or funding for work in his or her areas of~~
15 ~~expertise or to whom the Expert has provided professional services, including in~~
16 ~~connection with a litigation, at any time during the preceding five years, and (6)~~
17 ~~identifies (by name and number of the case, filing date, and location of case) any~~
18 ~~litigation in connection with which the Expert has offered expert testimony,~~
19 ~~including through a declaration, report, or testimony at a deposition or trial, during~~
20 ~~the preceding five years.~~

21 ~~—— (b) — A Party that makes a request and provides the information specified in~~
22 ~~the preceding respective paragraphs may disclose the subject Protected Material to~~
23 ~~the identified Expert unless, within 14 days of delivering the request, the Party~~

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26 _____
27 ¹ If the Expert believes any of this information is subject to a confidentiality obligation to
28 a third-party, then the Expert should provide whatever information the Expert believes can be
disclosed without violating any confidentiality agreements, and the Party seeking to disclose to
the Expert shall be available to meet and confer with the Designating Party regarding any such
engagement.

1 receives a written objection from the Designating Party. Any such objection must
2 set forth in detail the grounds on which it is based.

3 ~~—— (c) A Party that receives a timely written objection must meet and confer~~
4 ~~with the Designating Party to try to resolve the matter by agreement within seven~~
5 ~~days of the written objection. If no agreement is reached, the Party seeking to~~
6 ~~make the disclosure to the Expert may file a motion seeking permission from the~~
7 ~~court to do so. Any such motion must describe the circumstances with specificity,~~
8 ~~set forth in detail the reasons why the disclosure to the Expert is reasonably~~
9 ~~necessary, assess the risk of harm that the disclosure would entail, and suggest any~~
10 ~~additional means that could be used to reduce that risk. In addition, any such~~
11 ~~motion must be accompanied by a competent declaration describing the parties’~~
12 ~~efforts to resolve the matter by agreement (i.e., the extent and the content of the~~
13 ~~meet and confer discussions) and setting forth the reasons advanced by the~~
14 ~~Designating Party for its refusal to approve the disclosure.~~

15 ~~—— In any such proceeding, the Party opposing disclosure to the Expert shall~~
16 ~~bear the burden of proving that the risk of harm that the disclosure would entail~~
17 ~~(under the safeguards proposed) outweighs the Receiving Party’s need to disclose~~
18 ~~the Protected Material to its Expert.~~

19
20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
21 IN OTHER LITIGATION

22 If a Party is served with a subpoena or a court order issued in other litigation
23 that compels disclosure of any information or items designated in this Action as
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
25 ONLY” that Party must:

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

28 (b) promptly notify in writing the party who caused the subpoena or order

1 to issue in the other litigation that some or all of the material covered by the
2 subpoena or order is subject to this Protective Order. Such notification shall
3 include a copy of this Stipulated Protective Order; and

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

6 If the Designating Party timely seeks a protective order, the Party served
7 with the subpoena or court order shall not produce any information designated in
8 this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
9 ATTORNEYS’ EYES ONLY” before a determination by the court from which the
10 subpoena or order issued, unless the Party has obtained the Designating Party’s
11 permission. The Designating Party shall bear the burden and expense of seeking
12 protection in that court of its confidential material and nothing in these provisions
13 should be construed as authorizing or encouraging a Receiving Party in this Action
14 to disobey a lawful directive from another court.

15
16 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
17 PRODUCED IN THIS LITIGATION

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

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

28 (1) promptly notify in writing the Requesting Party and the Non-Party

1 that some or all of the information requested is subject to a confidentiality
2 agreement with a Non-Party;

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

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

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

16
17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

27
28 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

1 PROTECTED MATERIAL

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

12
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
19 this Stipulated Protective Order. Similarly, no Party waives any right to object on
20 any ground to use in evidence of any of the material covered by this Protective
21 Order.

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

1 13. FINAL DISPOSITION

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

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

7

8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9

10 Dated: January 25, 2017

/s/C. Yong Jeong
C. Yong Jeong
JEONG & LIKENS, L.C.
Attorneys for Plaintiff

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14 Dated: January 25, 2017

/s/Ekwan E. Rhow
Ekwan E. Rhow
Kimmy H. Chan
BIRD, MARELLA, BOXER, WOLPERT,
NESSIM, DROOKS, LINCENBERG &
RHOW, P.C.
Attorneys for Defendant,
FOREVER 21, INC.

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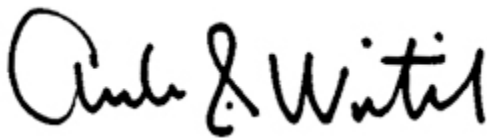
FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

21

22 DATED: January 24, 2017

23

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25 Honorable Andrew J. Wistrich
26 United States Magistrate Judge

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury
5 that I have read in its entirety and understand the Stipulated Protective Order that
6 was issued by the United States District Court for the Central District of California
7 on [date] in the case of _____ *GOLD VALUE INTERNATIONAL TEXTILE,*
8 *d/b/a FIESTA FABRIC v. FOREVER 21, INC., 2:16-cv-07174-RSWL-AJW* . I agree
9 to comply with and to be bound by all the terms of this Stipulated Protective Order
10 and I understand and acknowledge that failure to so comply could expose me to
11 sanctions and punishment in the nature of contempt. I solemnly promise that I will
12 not disclose in any manner any information or item that is subject to this Stipulated
13 Protective Order to any person or entity except in strict compliance with the
14 provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for
16 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. I hereby appoint _____ [print
19 or type full name] of _____ [print or
20 type full address and telephone number] as my California agent for service of
21 process in connection with this action or any proceedings related to enforcement of
22 this Stipulated Protective Order.

23 Date: _____

24 City and State where sworn and signed: _____

25
26 Printed name: _____

27 Signature: _____