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NOTE: CHANGES MADE BY THE COURT

Attorneys for Plaintiff SPIRIT CLOTHING COMPANY

10 **UNITED STATES DISTRICT COURT**
 11 **CENTRAL DISTRICT OF CALIFORNIA**
 12 **WESTERN DIVISION**

13 SPIRIT CLOTHING COMPANY, a 14 California corporation
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Case No: 16-CV-08637-RGK-JPRx

15 Plaintiff,

Hon. Jean Rosenbluth

16 v.

**AMENDED STIPULATED
PROTECTIVE ORDER**

17 JERRY LEIGH OF CALIFORNIA, 18 INC., a California corporation, and 19 WAL MART STORES, INC., a 20 Delaware corporation,
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Defendants.

21 JERRY LEIGH OF CALIFORNIA, 22 INC., a California corporation, and 23 WAL MART STORES, INC., a 24 Delaware corporation,
--

Counterclaimants,

25 v.

26 SPIRIT CLOTHING COMPANY, a 27 California corporation
--

Counter-defendant.

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1 **I. PURPOSES AND LIMITATIONS**

2 The parties, through their respective counsel, hereby stipulate to and petition
3 the Court to enter the following Amended Stipulated Protective Order (“Order”).
4 This Order governs the handling of information and materials produced in the
5 course of discovery or filed with the Court in this action. The parties acknowledge
6 and understand that this Order does not confer blanket protection on all disclosures
7 or responses to discovery; the protection it affords from public disclosure and use
8 extends only to the limited information or items that the parties in good faith believe
9 are entitled to confidential treatment under the applicable legal principles, and it
10 does not presumptively entitle parties to file confidential information under seal.
11 Nevertheless, the parties agree that good cause exists for this Order and that such an
12 order is in the best interests of both parties.

13 **II. GOOD CAUSE STATEMENT**

14 Discovery in this action is likely to involve production of confidential
15 proprietary or private information for which special protection may be warranted.
16 The parties have contractual obligations to third parties to keep certain information
17 confidential. The parties are obliged by the Federal Rules to produce certain
18 information, which is subject to contractual confidentiality obligations to third
19 parties. Failure to sufficiently protect such information could create potential
20 liability to the parties. The parties are also obliged to produce documents containing
21 confidential business and sales information, including without limitation,
22 information concerning research and development, pricing, discount strategies, and
23 distribution and supply chain information. This information has been developed at
24 the expense of the producing party and it represents valuable tangible and intangible
25 assets of that party. Disclosure of such information will result in competitive
26 disadvantages to the parties from competitors—whether parties or non-parties—who
27 learn the parties’ confidential business strategies. Accordingly, the parties
28 respectfully submit that there is good cause for the entry of this Order.

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III. USE AT TRIAL

All documents designated as trial exhibits shall not be covered by the terms of this Order at the time of trial, even if they are appropriately designated “Confidential” or “Highly Confidential-Attorneys Eyes Only.” Once the case proceeds to trial, all of the information that was designated as “Confidential” or “Highly Confidential-Attorneys Eyes Only” and/or kept and maintained pursuant to the terms of this Order becomes public and will be presumptively available to all members of the public, including the press, unless the party seeking to maintain the confidentiality of documents shows a compelling reason why the material should remain confidential to the Court, at the appropriate time. Notwithstanding the above, the Parties will maintain as confidential, in accordance with this Order, all confidential material exchanged pursuant to this Order before and after trial.

IV. CONFIDENTIAL MATERIAL

Confidential material may include the following information, documents and tangible things produced, disclosed, or otherwise exchanged: documents subject to confidentiality agreements with third parties; documents containing production, supply, distribution and sales information, pricing and discount strategies; documents containing or evidencing proprietary business methods and strategies; and documents evidencing proprietary design techniques and identifying information subject to data protection and privacy policies. Examples of confidential information that the parties may seek to protect from unrestricted or unprotected disclosure include:

- 1 (a) Information that is the subject of a non-disclosure or confidentiality
2 agreement or obligation;
- 3 (b) The names, addresses and other information tending to reveal the
4 identity of a party's supplier, designer, distributor or prospective distributor, or
5 customer or prospective customer;
- 6 (c) Agreements with third-parties, including license agreements, distributor
7 agreements, manufacturing agreements, design agreements, development
8 agreements, supply agreements, sales agreements, or service agreements;
- 9 (d) Research and development information;
- 10 (e) Proprietary engineering or technical information, including product
11 design, manufacturing techniques, processing information, drawings, memoranda
12 and reports;
- 13 (f) Information related to budgets, sales, profits, costs, margins, licensing
14 of technology or designs, product pricing, or other internal financial/accounting
15 information, including non-public information related to financial condition or
16 performance and income or other non-public tax information, such as income
17 statements, balance sheets, cash flow analyses, budget projections, and present value
18 calculations;
- 19 (g) Information related to internal operations including personnel
20 information;
- 21 (h) Information related to past, current and future product development;
- 22 (i) Information related to past, current and future market analyses and
23 business and marketing development, including plans, strategies, forecasts and
24 competition; and
- 25 (j) Trade secrets (as defined by the jurisdiction in which the information is
26 located).
- 27 (k) Information used by the designating party in or pertaining to its trade or
28 business, which information the designating party believes in good faith has

1 competitive value, which is not generally known to others and which the designating
2 party would not normally reveal to third parties except in confidence, or has
3 undertaken with others to maintain in confidence;

4 (l) Information which the designating party believes in good faith falls
5 within the right to privacy guaranteed by the laws of the United States or California;

6 (m) Information which the designating party believes in good faith to
7 constitute, contain, reveal or reflect proprietary, financial, business, technical or
8 other confidential information.

9 (n) The fact that an item or category is listed as an example in this or other
10 sections of this Order does not, by itself, render the item or category discoverable.

11 **A. Scope**

12 The protections conferred by this Order cover not only confidential materials
13 (as defined above), but also (1) any information copied or extracted from
14 confidential materials; (2) all copies, excerpts, summaries, or compilations of
15 confidential material; and (3) any testimony, conversations, or presentations by
16 parties or their counsel that might reveal confidential material.

17 However, the restrictions set forth in this Order will not apply to information
18 which is known to the receiving party or the public before the date of its
19 transmission to the receiving party, or which becomes known to the public after the
20 date of its transmission to the receiving party, provided that such information does
21 not become publicly known by any act or omission of the receiving party, its
22 employees or agents, which would be in violation of this Order; provided, further,
23 that the provisions of this paragraph are not self-executing and may not be invoked
24 on self-help basis. A party who contends that material designated as confidential (at
25 either level defined herein) under this Order should remain confidential shall have
26 the burden of proving that contention in any proceeding where a confidentiality
27 designation is at issue.
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1 **V. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL**

2 **A. Basic Principles**

3 A receiving party may use confidential material that is disclosed or produced
4 by another party or by a non-party in connection with this case only for prosecuting,
5 defending, or attempting to settle this litigation. Confidential material shall not be
6 used by any party or person receiving them for any business or any other purpose
7 unless otherwise required by law or court order. Confidential material may be
8 disclosed only to the categories of persons and under the conditions described in this
9 agreement. For purposes of this Order, “disclose” or “disclosed” means to show,
10 furnish, reveal or provide, indirectly or directly, any portion of the confidential
11 material or its contents, orally or in writing, including the original or any copy of the
12 confidential material. Confidential material must be stored and maintained by a
13 receiving party at a location and in a secure manner that ensures that access is
14 limited to the persons authorized under this Order.

15 Nothing in this Order shall limit a designating party’s use of its own
16 information or materials, or prevent a designating party from disclosing its own
17 information or materials to any person. Such disclosure shall not affect any
18 designations made pursuant to the terms of this Order, so long as the disclosure is
19 made in a manner that is reasonably calculated to maintain the confidentiality of the
20 information.

21 **B. Disclosure of Confidential Information or Items**

22 (a) Unless otherwise ordered by the Court or permitted in writing by the
23 designating party, any material designated “Confidential” including copies or
24 excerpts thereof, or analyses or reports which pertain thereto, may be available only
25 to:

26 (1) Attorneys of record for the receiving party and their immediate
27 staff, including their respective associates, clerks, legal assistants, stenographic,
28 videographic and support personnel, and other employees of such outside litigation

1 attorneys, and organizations retained by such attorneys to provide litigation support
2 services in the action and the employees of said organizations. “Attorneys of
3 record” explicitly excludes any in-house counsel whether or not they are attorneys
4 of record in this action;

5 (2) Judges, magistrate judges, law clerks and other clerical
6 personnel of the Court before which this action is pending;

7 (3) Consultants, including non-party experts and consultants retained
8 or employed by the attorneys of record to assist in the preparation of the case, to the
9 extent they are reasonably necessary to render professional services in this action,
10 and subject to the disclosure requirements of Section V. Each consultant must sign
11 an Agreement To Be Bound (Exhibit A to this Order) certifying that he or she has
12 read this Order, will abide by its provisions, and will submit to the jurisdiction of
13 this Court regarding the enforcement of this Order’s provisions.

14 (4) No more than two (2) designated officers and/or directors or
15 employees of each party, who are reasonably necessary for the prosecution or
16 defense of this action. A party’s designated officers and /or directors or employees
17 may include in-house counsel. Each designated officer and/or director or employee
18 must sign an Agreement To Be Bound certifying that he or she has read this Order
19 (Exhibit A), will abide by its provisions, and will submit to the jurisdiction of this
20 Court regarding the enforcement of this Order’s provisions.

21 (5) Persons who appear on the face of materials designated
22 “Confidential” as an author, addressee, or recipient thereof.

23 (b) Any material designated “Highly Confidential - Attorneys’ Eyes Only”
24 as well as any copies or excerpts thereof, or analyses or reports which pertain
25 thereto, may be made available only to persons identified in Sections V B(a) (1)
26 through(3) of this Order. Materials may be designated “Highly Confidential-
27 Attorneys Eyes Only” for the purpose of preventing the disclosure of information or
28 materials which, if disclosed to the receiving party, might cause competitive harm to

1 the designating party. Information and material that may be subject to this
2 protection includes, but is not limited to, technical and/or research and development
3 data, intellectual property, financial, marketing and other sales data, and/or
4 information having strategic commercial value pertaining to the designating party's
5 trade or business.

6 Before disclosing information or materials designated "Highly Confidential-
7 Attorneys Eyes Only" to any Consultant, the party who wishes to disclose such
8 information or materials must first identify that individual to the counsel for the
9 designating party and submit an Agreement To Be Bound (Exhibit A), which shall
10 include at least the full name and professional address and/or affiliation of the
11 individual, his or her prior employment, consultancies or matters for the previous
12 five (5) years, and all of the person's present employments or consultancies. The
13 non-designating party shall have three (3) business days from receipt of such initial
14 identification and signed certification to object in writing to disclosure to any
15 individual so identified. Failure to timely object will be considered consent to
16 disclose documents and information to such individual. The parties shall confer in
17 an attempt to resolve any objections informally, and approval by the designating
18 party shall not be unreasonably withheld. If the objections cannot be resolved, the
19 objecting party may move within five (5) business days following its objection for a
20 protective order to prevent disclosure of "Highly Confidential-Attorneys Eyes Only"
21 materials to the individual under Local Rule 37. In the event that such a motion is
22 made, the party seeking to prohibit disclosure shall bear the burden of establishing
23 good cause why the disclosure should not be made pursuant to Rule 26 of the
24 Federal Rules of Civil Procedure. Such Consultant(s) cannot have access to
25 designated material until these relevant time periods expire, including for final
26 resolution of any timely motion.
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1 **C. Agreement to Be Bound**

2 Each person permitted by the parties or their counsel to have access to
3 material or information designated “Confidential” or “Highly Confidential-
4 Attorneys Eyes Only” under the terms of this Order, shall, prior to being given such
5 access, be provided with a copy of this Order for review. Upon receiving this Order,
6 each person shall sign an “Agreement to Be Bound” (Exhibit A to this Order)
7 indicating that he has read this Order and agrees to comply with its terms, provided,
8 however, that partners and employees of counsel of record, as defined in Section V
9 B(a), as well as officers and personnel of the Court, shall be exempt from the
10 requirement to sign the Exhibit A agreement. Counsel who makes any disclosure of
11 materials designated “Confidential” or “Highly Confidential-Attorneys Eyes Only”
12 shall retain each original executed Agreement To Be Bound. Counsel who makes
13 any disclosure of “Highly Confidential-Attorneys Eyes Only” information or
14 material to a Consultant shall circulate copies of the Agreement To Be Bound
15 executed by the Consultant concurrently with the identification of the Consultant to
16 the attorneys for the designating party.

17 **D. Filing Confidential Material**

18 Nothing in this Order shall vary the requirements for filing under seal
19 imposed by the Federal Rules of Civil Procedure or the Local Rules of this Court.
20 Before filing confidential material or discussing or referencing such material in
21 court filings, the filing party shall confer with the designating party to determine
22 whether the designating party will remove the confidential designation, whether the
23 document can be redacted, or whether a motion to seal or stipulation and proposed
24 order is warranted. Local Civil Rule 79-5 sets forth the procedures that must be
25 followed and the standards that will be applied when a party seeks permission from
26 the Court to file material under seal with the material bearing the legend
27 “Confidential” or “Highly Confidential-Attorneys Eyes Only.”
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1 Any document or evidence filed with the Court or submitted to the Judge
2 which is designated as containing “Confidential” or “Highly Confidential-Attorneys
3 Eyes Only” information, upon a showing of good cause and according to procedures
4 established in Local Civil Rule 79-5, will be filed in a sealed envelope or other
5 appropriate sealed container marked on the outside with the title of the action and a
6 statement substantially in the following form:

7 **“CONFIDENTIAL” [or] “HIGHLY CONFIDENTIAL-ATTORNEYS EYES**
8 **ONLY”**

9 “The document is subject to a PROTECTIVE ORDER issued by the Court
10 and may not be examined or copied except in compliance with that Order.”

11 The Local Civil Rule 79-5 application for filing under seal shall be directed to
12 the Judge to whom the filing is directed.

13 Filing a document under seal shall not bar any party from unrestricted use or
14 dissemination of those portions of the document that do not contain material
15 designated “Confidential” or “Highly Confidential-Attorneys Eyes Only.”

16 If a filing party fails to designate information as “Confidential” or “Highly
17 Confidential-Attorneys Eyes Only,” any party who in good faith believes that
18 designation and filing under seal is required by this Order may move the Court to
19 file said information under seal under Local Rule 37 or 79-5 as appropriate.

20 **VI. DESIGNATING PROTECTED MATERIAL**

21 **A. Governing Standards**

22 Any information produced by any party or non-party as part of discovery in
23 this action may be designated by the producing party(ies) as “Confidential” or
24 “Highly Confidential-Attorneys Eyes Only.” A document should be designated
25 “Confidential” when it contains confidential information (as listed above) that may
26 be reviewed by a designated manager of the receiving party but must be protected
27 against disclosure to unauthorized third parties. A document may be designated
28 “Highly Confidential-Attorneys Eyes Only” when it contains trade secrets of a

1 technical nature, such as information relating to product formulas, manufacturing
2 methods, product development plans, or confidential business information such as
3 marketing plans, customer lists, pricing plans, financial statements, supplier
4 identifiers, or other information which would put the producing person or entity at a
5 competitive disadvantage if the information became known to the receiving party.

6 **B. Exercise of Restraint and Care in Designating Material for**
7 **Protection**

8 Each party or non-party that designates information or items for protection
9 under this Order must take care to limit any such designation to specific material
10 that qualifies under the appropriate standards. The designating party must designate
11 for protection only those parts of material, documents, items, or oral or written
12 communications that qualify, so that other portions of the material, documents,
13 items, or communications for which protection is not warranted are not swept
14 unjustifiably within the ambit of this Order.

15 Any information which is publicly available, including any information which
16 can be ascertained from examination of a product sold by any party, should not be
17 designated as “Confidential” or “Highly Confidential-Attorneys Eyes Only.”

18 If it comes to a designating party’s attention that information or items that it
19 designated for protection do not qualify for protection, the designating party must
20 promptly notify all other parties that it is withdrawing the mistaken designation.

21 **C. Manner and Timing of Designations**

22 Any party or non-party wishing to invoke the confidentiality provisions of
23 this Order as to produced things and documents, may designate, in writing, the
24 things and documents (as defined in Rule 34 Fed. R. Civ. P. and Rule 1002 Fed. R.
25 Evid.) or portions thereof which it considers confidential at the time the things and
26 documents are produced. Such designation must be clear and unambiguous.

27 (a) Information in documentary form: in designating documents (as
28 defined in Rule 34. Fed. R. Civ. P. and Rule 1001 Fed. R. Evid.), the designating

1 party must affix the word(s) “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-
2 ATTORNEYS EYES ONLY” to each page that contains confidential material. If
3 only a portion the material on a page qualifies for protection, the producing party
4 also must clearly identify the protected portion(s) (e.g., by making appropriate
5 markings in the margins). However, if the first or cover page of a multi-page
6 document bears the legend “CONFIDENTIAL” or HIGHLY CONFIDENTIAL-
7 ATTORNEYS EYES ONLY,” the entire document shall be deemed so designated,
8 and the absence of marking each page shall not constitute a waiver of the terms of
9 this Order. If the label affixed to a computer disk containing multiple files bears the
10 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS EYES
11 ONLY,” the entire disk shall be deemed so protected, and the absence of marking of
12 each file shall not constitute a waiver of the terms of this Order. But this procedure
13 may be followed only if all the document files on the disk are confidential.

14 (b) Testimony given in deposition or in other pretrial proceedings: the
15 witness or his or her counsel may invoke the provisions of this Order by claiming
16 confidentiality in a timely manner and designating the level of restriction. During
17 the deposition, parties shall be excluded only from testimony designated “Highly
18 Confidential-Attorneys Eyes Only.” The witness under deposition or his or her
19 counsel may, within ten (10) days of receiving a deposition transcript, designate
20 portions of the transcript, or exhibits thereto, as confidential, or change the level of
21 restriction of the transcript or any portion thereof. During the ten (10) -day period,
22 counsel for the parties shall treat the entire transcript as if it had been designated
23 “Highly Confidential-Attorneys Eyes Only.” Testimony that has been designated
24 “Confidential” or “Highly Confidential-Attorneys Eyes Only” on the record of the
25 deposition shall be transcribed in a separate booklet marked accordingly on each
26 page, or shall be appropriately redacted. Where testimony is designated during the
27 deposition, the designating party shall have the right to exclude, at those portions of
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1 the deposition, all persons not authorized by the terms of this Order to receive such
2 designated material.

3 (c) Other tangible items: the producing party must affix in a prominent
4 place on the exterior of the thing, object or container(s) in which the information or
5 item is stored the word(s) "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-
6 ATTORNEYS EYES ONLY." If only a portion of the information or item warrant
7 protection, the producing party, to the extent practicable, shall identify the protected
8 portion(s).

9 (d) Material produced by someone other than the designating party: the
10 designating party shall make the designation within fifteen (15) business days from
11 the date that the designating party receives copies of the materials from the
12 producing or disclosing entity by giving notice to all parties to this action and to the
13 producing party, if such party is not a party to this action, identifying the materials
14 to be designated with particularity (either by production numbers or by providing
15 other adequate identification of the specific material). Such notice shall be sent by
16 email and regular mail.

17 (e) Material produced by a producing party: a party shall be permitted to
18 designate as "Confidential" or "Highly Confidential-Attorneys Eyes Only" material
19 produced by a producing party where the material being produced was provided to
20 or developed by such producing party: (i) under a written confidentiality agreement
21 with the designating party; or (ii) within a relationship with the designating party (or
22 a party operating under the control thereof) in which confidentiality is imposed by
23 law (including, without limitation, the employment relationship and the vendor-
24 customer relationship); and the material being produced would be considered
25 confidential material of the designating party under Section IV of this Order. Upon
26 notice of designation, all persons receiving notice of the requested designation of
27 materials shall (1) make no further disclosure of such designated material or
28 information contained therein, except as allowed in this Order (2) take reasonable

1 steps to notify any persons known to have possession of or access to such designated
2 materials of the effect of such designation under this Order; and (3) if
3 “Confidential” or “Highly Confidential-Attorneys Eyes Only” material or
4 information contained therein is disclosed to any person other than those entitled to
5 disclosure in the manner authorized by this Order, the party responsible for the
6 disclosure shall, immediately upon learning of such disclosure, inform the
7 designating party in writing of all pertinent facts relating to such disclosure, and
8 shall make every effort to prevent further disclosure by the unauthorized person(s).

9 **D. Inadvertent Failures to Designate**

10 If any party required to produce documents contends that it inadvertently
11 produced any designated material without marking it with the appropriate legend, or
12 inadvertently produced any designated material with an incorrect legend, the
13 producing party may give written notice to the receiving party or parties, including
14 appropriately stamped substitute copies of the designated material. Within five (5)
15 business days of receipt of the substitute copies, the receiving party shall return the
16 previously unmarked or mismarked items and all copies thereof.

17 **E. Legal Effect of Designation**

18 The designation of any information of materials as “Confidential” or “Highly
19 Confidential-Attorneys Eyes Only” is intended solely to facilitate the conduct of this
20 litigation. Neither such designation nor treatment in conformity with such
21 designation shall be construed in any way as an admission or agreement by any
22 party that the designated materials constitute or contain any trade secret or
23 confidential information. Except as provided in this Order, no party to this action
24 shall be obligated to challenge the propriety of any designation, and a failure to do
25 so shall not preclude a subsequent attack on the propriety of such designation.

26 Nothing herein in any way restricts the ability of the receiving party to use
27 “Confidential” or “Highly Confidential-Attorneys Eyes Only” material produced to
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1 it in examining or cross-examining any employee or consultant of the designating
2 party.

3 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 If, at any time consistent with the Court’s scheduling order, any party believes
5 that any other party or non-party has unreasonably designated certain material as
6 “Confidential” or “Highly Confidential-Attorneys Eyes Only” or believes that it is
7 necessary to disclose designated material to persons other than those permitted by
8 this Order, and the producing party does not agree to change the designation or to
9 further disclosure, the objecting party may make an appropriate application to this
10 Court in accordance with the procedures established in Local Civil Rule 37 and
11 upon notice to all parties and to any non-party who designated the material. The
12 parties shall meet and confer in good faith prior to the filing of any motion under
13 this section.

14 **VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
15 **PRODUCED IN OTHER LITIGATION**

16 If a party is served with a subpoena or a court order issued in other litigation
17 that compels disclosure of any information or items designated in this action as
18 “Confidential” or “Highly Confidential-Attorneys Eyes Only,” that party must:

19 (a) Promptly notify the designating party in writing and include a copy of
20 the subpoena or court order unless prohibited by law from doing so;

21 (b) Promptly notify in writing the party who caused the subpoena or order
22 to issue in the other litigation that some or all of the material covered by the
23 subpoena or order is subject to this Order. Such notification shall include a copy of
24 this Order; and

25 (c) Cooperate with respect to all reasonable procedures sought to be
26 pursued by the designating party whose confidential material may be affected.

27 **IX. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

28 If a receiving party learns that, by inadvertence or otherwise, it has disclosed,

1 confidential material to any person or in a circumstance not authorized under this
2 agreement, the receiving party must immediately (a) use its best efforts to retrieve
3 all unauthorized copies of the protected material; (b) inform the person or persons to
4 whom unauthorized disclosures were made of all the terms of this agreement; and
5 (c) request that such person or persons execute the “Agreement to Be Bound” that is
6 attached hereto as Exhibit A.

7 **X. NON-TERMINATION AND RETURN OF DOCUMENTS**

8 This Order shall survive termination of this action prior to trial of this action.
9 Within thirty (30) days after the termination of this action, including all appeals,
10 each receiving party must return or destroy all confidential material, including
11 material designated “Highly Confidential-Attorneys Eyes Only,” to the producing
12 party, including all copies, extracts and summaries thereof. The parties may agree
13 upon appropriate methods of destruction. Upon request for the return or destruction
14 of designated materials, counsel shall certify their compliance with this provision
15 and shall serve such certification to counsel for the designating party not more than
16 ninety (90) days after the written request to return or destroy designated materials.
17 Counsel who have submitted one or more Agreements To Be Bound pursuant to
18 Section V do not need to retain such Agreements past the ninety (90) day period.

19 Notwithstanding this provision, the attorney of record may retain one (1) copy
20 of any designated documents attached to any deposition transcript or pleading filed
21 with the Court for archival purposes.

22 The confidentiality obligations imposed by this Order shall remain in effect in
23 perpetuity, to the extent permitted by the Court, or until the Court orders otherwise.
24 Pursuant to Section IV above, no confidentiality obligations will apply to materials
25 made public during the trial of this action. The parties agree to maintain as
26 confidential any designated materials exchanged during preparation for trial but not
27 made public unless their disclosure is required by law or court order.
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1 **XI. CONTINUATION OF OTHER PRIVILEGES AND PROTECTIONS**

2 This Order shall not prejudice the right of any party or non-party to oppose
3 production of any material on the ground of attorney-client privilege, work product
4 immunity, or any other protection provided under the law.

5 Any inadvertent production of documents containing privileged information
6 shall not be deemed a waiver of the attorney-client privilege, work product doctrine,
7 or any other applicable privilege or doctrines. All Parties specifically reserve the
8 right to demand the return of any privileged documents that it may produce
9 inadvertently during discovery if the producing party determines that such
10 documents contain privileged information. After receiving notice of such
11 inadvertent production by the producing party, the receiving party agrees to make
12 reasonable and good faith efforts to locate and return to the producing party all such
13 inadvertently produced documents.

14 **XII. MODIFICATION AND SURVIVAL**

15 The parties reserve the right to seek modification of this Order at any time for
16 good cause. The parties agree to meet and confer prior to seeking to modify this
17 Order for any reason. The restrictions imposed by this Order may only be modified
18 or terminated by written stipulation of all parties or by order of this Court. Any
19 such stipulation will not have the force or effect of a court order unless the court
20 approves it. Parties entering into this Order will not be deemed to have waived any
21 of their rights to seek later amendment to this Order.

22 **XIII. NO CONTRACT**

23 This Order shall not be construed to create a contract between the parties or
24 between the parties and their respective counsel.

25 **XIV. CONTINUING JURISDICTION OF THE COURT**

26 The Court retains jurisdiction after final termination of the action prior to
27 trial, to enforce this Order.
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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

Dated: July 10, 2017

/s/ Willmore F. Holbrow, III
Willmore F. Holbrow, III
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN, LLP
Attorneys for Plaintiff
SPIRIT CLOTHING COMPANY

Dated: July 10, 2017

BRUTZKUS GUBNER
/s/Jeffrey A. Kobulnick
MARK D. BRUTZKUS
JEFFREY A. KOBULNICK
JOSEPH ROTHBERG
MICHAEL A. BERNET
Attorneys for Defendants/Cross-Claimants,
JERRY LEIGH OF CALIFORNIA,
INC. AND WAL-MART STORES, INC.

PURSUANT TO STIPULATION, IT IS SO ORDERED:

Dated: July 24, 2017

Jan Rosenblatt
U.S. MAGISTRATE JUDGE

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EXHIBIT A
AGREEMENT TO BE BOUND

I, _____ [print or type full name] of

_____ [print or
type full address], declare under penalty of perjury that I have read in its entirety and
understand the Amended Stipulated Protected Order that was issued by the United
States District Court of the Central District of California on _____ in
the case of SPIRIT CLOTHING COMPANY, vs. JERRY LEIGH OF
CALIFORNIA, INC. AND WAL MART STORES, INC., Case No: 16-CV-08637-
RGK-JPRx. I agree to comply with and to be bound by all the terms of this
Amended Stipulated Protective Order, and I understand and acknowledge that
failure to do comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any information
or item that is subject to this Amended Stipulate Protective Order to any person or
entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court

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for the Central District of California for the purpose of enforcing the terms of this Amended Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.
