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FILED
CLERK, U.S. DISTRICT COURT
1/13/2017
CENTRAL DISTRICT OF CALIFORNIA
BY: dl DEPUTY

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

UNICOLORS, INC., a California Corporation;

Plaintiff,

vs.

AMBROSIA FASHION GROUP, LLC
d/b/a MIX NOUVEAU, a New York Limited Liability Company;
BURLINGTON STORES, INC., a Delaware Corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 2:16-cv-08647-JAK-RAO

STIPULATED PROTECTIVE ORDER

{10457/609487-000/01638234.1}1
[PROPOSED] ORDER

This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Rozella A. Oliver's Procedures.

1
2 1. A. PURPOSES AND LIMITATIONS

3
4 Discovery in this action is likely to involve production of confidential,
5 proprietary, or private information for which special protection from public
6 disclosure and from use for any purpose other than prosecuting this litigation may
7 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
8 enter the following Stipulated Protective Order. The parties acknowledge that this
9 Order does not confer blanket protections on all disclosures or responses to
10 discovery and that the protection it affords from public disclosure and use extends
11 only to the limited information or items that are entitled to confidential treatment
12 under the applicable legal principles.

13
14 B. GOOD CAUSE STATEMENT

15
16 This action is likely to involve trade secrets, customer and pricing lists and
17 other valuable research, development, commercial, financial and/or technical
18 information for which special protection from public disclosure and from use for
19 any purpose other than prosecution of this action is warranted. Such confidential
20 materials and information consist of, among other things, confidential business or
21 financial information, information regarding purchase and sale prices of fabric or
22 garments by suppliers, manufacturers, importers, distributors or fashion retailers,
23 information regarding business practices, information regarding the creation,
24 purchase or sale of graphics used on textiles and garments, or other confidential
25 commercial information (including information implicating privacy rights of third
26 parties), information generally unavailable to the public, or which may be
27 privileged or otherwise protected from disclosure under state or federal rules, court

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

12 13 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

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

19 There is a strong presumption that the public has a right of access to judicial
20 proceedings and records in civil cases. In connection with non-dispositive motions,
21 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
22 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
23 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics,*
24 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
25 require good cause showing), and a specific showing of good cause or compelling
26 reasons with proper evidentiary support and legal justification, must be made with
27 respect to Protected Material that a party seeks to file under seal. The parties' mere
28

1 designation of Disclosure or Discovery Material as CONFIDENTIAL or HIGHLY
2 CONFIDENTIAL/ATTORNEY EYES ONLY does not— without the submission
3 of competent evidence by declaration, establishing that the material sought to be
4 filed under seal qualifies as confidential, privileged, or otherwise protectable—
5 constitute good cause.

6 Further, if a party requests sealing related to a dispositive motion or trial,
7 then compelling reasons, not only good cause, for the sealing must be shown, and
8 the relief sought shall be narrowly tailored to serve the specific interest to be
9 protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir.
10 2010). For each item or type of information, document, or thing sought to be filed
11 or introduced under seal in connection with a dispositive motion or trial, the party
12 seeking protection must articulate compelling reasons, supported by specific facts
13 and legal justification, for the requested sealing order. Again, competent evidence
14 supporting the application to file documents under seal must be provided by
15 declaration.

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

22 23 2. DEFINITIONS

24 2.1 Action: This pending federal law suit.

25 2.2 Challenging Party: a Party or Non-Party that challenges the designation
26 of information or items under this Order.
27

1 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
2 how it is generated, stored or maintained) or tangible things that qualify for
3 protection under Federal Rule of Civil Procedure 26(c). Information or Items
4 marked as “CONFIDENTIAL” shall not include information that is readily
5 available or publicly accessible at the time it was communicated, and/or publicly
6 disclosed by the designating party.

7 2.4 “HIGHLY CONFIDENTIAL/ATTORNEY EYES ONLY” Information
8 or Items: information (regardless of how it is generated, stored or maintained) or
9 tangible things that qualify for protection under Federal Rule of Civil Procedure
10 26(c) and that either constitute or contain information that a party in good faith
11 believes is competitively sensitive or provides a commercial advantage, including,
12 but not limited to, trade secret or other confidential research, development,
13 financial or other commercial information. *See* Fed. R. Civ. P. 26 (c)(1)(G).

14 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
15 support staff).

16 2.6 Designating Party: a Party or Non-Party that designates information or
17 items that it produces in disclosures or in responses to discovery as
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL/ATTORNEY EYES
19 ONLY.”

20 2.7 Disclosure or Discovery Material: all items or information, regardless of
21 the medium or manner in which it is generated, stored, or maintained (including,
22 among other things, testimony, transcripts, and tangible things), that are produced
23 or generated in disclosures or responses to discovery in this matter.

24 2.8 Expert: a person with specialized knowledge or experience in a matter
25 pertinent to the litigation who has been retained by a Party or its counsel to serve
26 as an expert witness or as a consultant in this Action.

1 2.9 House Counsel: attorneys who are employees of a party to this Action. House
2 Counsel does not include Outside Counsel of Record or any other outside counsel.

3 2.10 Non-Party: any natural person, partnership, corporation, association, or
4 other legal entity not named as a Party to this action.

5 2.11 Outside Counsel of Record: attorneys who are not employees of a party
6 to this Action but are retained to represent or advise a party to this Action and have
7 appeared in this Action on behalf of that party or are affiliated with a law firm
8 which has appeared on behalf of that party, and includes support staff.

9 2.12 Party: any party to this Action, including all of its officers, directors,
10 employees, consultants, retained experts, and Outside Counsel of Record (and their
11 support staffs).

12 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
13 Discovery Material in this Action.

14 2.14 Professional Vendors: persons or entities that provide litigation
15 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
16 demonstrations, and organizing, storing, or retrieving data in any form or medium)
17 and their employees and subcontractors.

18 2.15 Protected Material: any Disclosure or Discovery Material that is
19 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL/ATTORNEY
20 EYES ONLY.”

21 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
22 from a Producing Party.

23
24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only
26 Protected Material (as defined above), but also (1) any information copied or
27 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 Any use of Protected Material at trial shall be governed by the orders of the
4 trial judge. This Order does not govern the use of Protected Material at trial.

5
6 4. DURATION

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

15
16 5. DESIGNATING PROTECTED MATERIAL

17 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

12 Designation in conformity with this Order requires:

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

21 A Party or Non-Party that makes original documents available for inspection
22 need not designate them for protection until after the inspecting Party has indicated
23 which documents it would like copied and produced. During the inspection and
24 before the designation, all of the material made available for inspection shall be
25 deemed "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL/ATTORNEY EYES
26 ONLY" as determined by agreement of the Parties. After the inspecting Party has
27 identified the

1 documents it wants copied and produced, the Producing Party must determine
2 which documents, or portions thereof, qualify for protection under this Order.
3 Then, before producing the specified documents, the Producing Party must affix
4 the “Confidentiality legend” to each page that contains Protected Material. If only
5 a portion or portions of the material on a page qualifies for protection, the
6 Producing Party also must clearly identify the protected portion(s) (e.g., by making
7 appropriate markings in the margins).

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

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

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

24 25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
27 designation of confidentiality at any time that is consistent with the Court’s
28

1 Scheduling Order.

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

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

12
13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 Basic Principles. A Receiving Party may use Protected Material that is
15 disclosed or produced by another Party or by a Non-Party in connection with this
16 Action only for prosecuting, defending, or attempting to settle this Action, and not
17 for any other purpose or in any other matter. Such Protected Material may be
18 disclosed only to the categories of persons and under the conditions described in
19 this Order. When the Action has been terminated, a Receiving Party must comply
20 with the provisions of section 13 below (FINAL DISPOSITION).

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

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

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

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

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

9 (d) the court and its personnel;

10 (e) court reporters and their staff;

11 (f) professional jury or trial consultants, mock jurors, and Professional
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 (g) 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 (h) 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 (i) any mediator or settlement officer, and their supporting personnel,
26 mutually agreed upon by any of the parties engaged in settlement discussions.

1 7.3 Disclosure of “HIGHLY CONFIDENTIAL/ATTORNEY EYES ONLY”
2 Information or Items. Unless otherwise ordered by the court or permitted in writing

3 by the Designating Party, a Receiving Party may disclose any information or item
4 designated “HIGHLY CONFIDENTIAL/ATTORNEY EYES ONLY” only to:

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

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

11 (c) the court and its personnel;

12 (d) court reporters and their staff;

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

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

18 (g) during their depositions, witnesses ,and attorneys for witnesses, in the
19 Action to whom disclosure is reasonably necessary provided: (1) the deposing
20 party shall seek consent from the Designating Party prior to disclosure of
21 confidential information, such consent shall not be unreasonably withheld; (2) that
22 the witness sign the form attached as Exhibit A hereto; and (3) they will not be
23 permitted to keep any confidential information, unless otherwise agreed by the
24 Designating Party or ordered by the court. Pages of transcribed deposition
25 testimony or exhibits to depositions that reveal Protected Material may
26 be separately bound by the court reporter and may not be disclosed to anyone
27 except as permitted under this Stipulated Protective Order; and

28 {10457/609487-000/01638234.1}12

 [PROPOSED] ORDER

This Stipulated Protective Order is substantially based on the model protective
order provided under Magistrate Judge Rozella A. Oliver’s Procedures.

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

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
5 IN OTHER LITIGATION

6 If a Party is served with a subpoena or a court order issued in other litigation
7 that compels disclosure of any information or items designated in this Action as
8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL/ATTORNEY EYES
9 ONLY,” that Party must:

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

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

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

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

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

3 (a) The terms of this Order are applicable to information produced by a
4 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
5 CONFIDENTIAL/ATTORNEY EYES ONLY” Such information produced by
6 Non-Parties in connection with this litigation is protected by the remedies and
7 relief provided by this Order. Nothing in these provisions should be construed as
8 prohibiting a Non-Party from seeking additional protections.

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

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

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

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

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

1 court. Absent a court order to the contrary, the Non-Party shall bear the burden and
2 expense of seeking protection in this court of its Protected Material.

3
4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

14
15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
16 PROTECTED MATERIAL

17 If information produced in discovery is subject to a claim of privilege or of
18 protection as trial-preparation material, the party making the claim may notify any
19 party that received the information of the claim and the basis for it. Upon receiving
20 notice, the Receiving Parties must comply with the procedure set forth in Federal
21 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
22 whatever procedure may be established in an e-discovery order that provides for
23 production without prior privilege review. Pursuant to Federal Rule of Evidence
24 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
25 of a communication or information covered by the attorney-client privilege or
26 work product protection, the parties may incorporate their agreement in the
27 stipulated protective order submitted to the court.

1
2 12. MISCELLANEOUS

3 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
4 person to seek its modification by the Court in the future.

5 12.2 Right to Assert Other Objections. By stipulating to the entry of this
6 Protective Order no Party waives any right it otherwise would have to object to
7 disclosing or producing any information or item on any ground not addressed in
8 this Stipulated Protective Order. Similarly, no Party waives any right to object on
9 any ground to use in evidence of any of the material covered by this Protective
10 Order.

11 12.3 Filing Protected Material. A Party that seeks to file under seal any
12 Protected Material must comply with Civil Local Rule 79-5. Protected Material
13 may only be filed under seal pursuant to a court order authorizing the sealing of the
14 specific Protected Material at issue. If a Party's request to file Protected Material
15 under seal is denied by the court, then the Receiving Party may file the information
16 in the public record unless otherwise instructed by the court.

17
18 13. FINAL DISPOSITION

19 After the final disposition of this Action, as defined in paragraph 4, within
20 60 days of a written request by the Designating Party, each Receiving Party must
21 return all Protected Material to the Producing Party or destroy such material. As
22 used in this subdivision, "all Protected Material" includes all copies, abstracts,
23 compilations, summaries, and any other format reproducing or capturing any of the
24 Protected Material. Whether the Protected Material is returned or destroyed, the
25 Receiving Party must submit a written certification to the Producing Party (and, if
26 not the same person or entity, to the Designating Party) by the 60 day deadline that
27 (1) identifies (by category, where appropriate) all the Protected Material that was
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1 returned or destroyed and (2) affirms that the Receiving Party has not retained any
2 copies, abstracts, compilations, summaries or any other format reproducing or
3 capturing any of the Protected Material. Notwithstanding this provision, Counsel
4 are entitled to retain an archival copy of all pleadings, motion papers, trial,
5 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
6 and trial exhibits, expert reports, attorney work product, and consultant and expert
7 work product, even if such materials contain Protected Material. Any such archival
8 copies that contain or constitute Protected Material remain subject to this
9 Protective Order as set forth in Section 4 (DURATION).

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This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Rozella A. Oliver's Procedures.

1 14. VIOLATION

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

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
7

8 Dated: January 13, 2017

/s/ Chan Yong Jeong

Chan Yong Jeong

Amy J. Choe

Ryan N. Ostrowski

JEONG & LIKENS, L.C.

Attorneys for Plaintiff
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12 Dated: January 13, 2017

/s/ Peter S. Sloane

Peter S. Sloane

Cameron Reuber

LEASON ELLIS

Attorneys for Defendants
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17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
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19 DATED: January 13, 2017

Rozella A. Oliver

HONORABLE ROZELLA A. OLIVER

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 _____ *UNICOLORS, INC. v. AMBROSIA*
8 *FASHION GROUP, LLC et al., 2:16-cv—08647-JAK-RAO*. I agree to comply with
9 and to be bound by all the terms of this Stipulated Protective Order and I
10 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: _____