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

L.A. GEM & JEWELRY DESIGN, INC., a
California Corporation,

Plaintiff,

vs.

CHARMING CHARLIE LLC, a Delaware
Limited Liability Company; CHARMING
CHARLIE HOLDINGS, INC., a Delaware
Corporation; and DOES 1-10;

Defendants.

CASE NO. 2:16-CV-08717-FMO-KS

**~~PROPOSED~~ ORDER ON
STIPULATED PROTECTIVE
ORDER**

***DISCOVERY MATTER
SUBMITTED TO MAGISTRATE
JUDGE, THE HONORABLE
KAREN L. STEVENSON***

1 1. A. PURPOSES AND LIMITATIONS

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

15 B. GOOD CAUSE STATEMENT

16 1. Factual Background

17 The parties to this case are in the business of manufacturing, marketing, and/or
18 selling jewelry. Because of the parties' status as competitors or potential competitors,
19 business information such as supplier lists, customer lists, cost-of-goods sold, pricing,
20 manufacturing agreements, and other similar information is confidential and must be
21 protected from disclosure, and with highly sensitive information, safeguards are
22 necessary to limit the disclosure of such information to opposing parties and/or other
23 competitors in the market so as to avoid competitive harm.

24 The threshold issues in the complaint center on copyright infringement
25 allegations. As such, this action is likely to involve information and documents
26 relating to product creation and design, the copyright application process, trade
27 secrets, customer and price lists, manufacturing and production costs, supplier lists,
28 sales data, blueprints, channels of trade, and other valuable research, development,

1 commercial, financial, technical and/or proprietary information that the parties would
2 not share with their competitors and for which special protection from public
3 disclosure and from use for any purpose other than prosecution of this action is
4 warranted. Such confidential and proprietary materials and information consist of,
5 among other things, confidential business or financial information, information
6 regarding confidential business practices, or other confidential research, development,
7 or commercial information (including information implicating privacy rights of third
8 parties, such as customers), information otherwise generally unavailable to the public,
9 or which may be privileged or otherwise protected from disclosure under state or
10 federal statutes, court rules, case decisions, or common law.

11 2. The Proposed Protective Order Focuses on the Protection of
12 Commercially Sensitive Business Information

13 Federal Rule Civil Procedure Rule 26(c)(1) permits the grant of a protective
14 order upon a showing of good cause, and provides that the protection of a trade secret
15 or other confidential commercial information is a proper basis for the issuance of a
16 protective order. The party seeking such an order must demonstrate a particular and
17 specific need for the protective order. *Gary v. First Winthrop Corp.*, 133 F.R.D. 39,
18 40 (N.D. Cal. 1990).

19 “A protective order that focuses on preventing disclosure of particular
20 information, e.g. confidential business information, where disclosure would ‘likely
21 cause serious harm,’ is supported by good cause.” *Ventana Sales Design & Mfg. v.*
22 *Newell Window Furnishings*, 2012 U.S. Dist. LEXIS 171356, at *4 (C.D. Cal. Dec. 3,
23 2012) (citing *H.L. Hayden Co. of N.Y. v. Siemens Medical Systems, Inc.*, 106 F.R.D.
24 551, 556, (S.D.N.Y. 1985)). To support a showing of good cause, however, a
25 protective order must be sufficiently tailored in the information it seeks to protect, e.g.
26 by designating certain classes or types of information. *Id.*

27 A “blanket” protective order, as opposed to a broader “umbrella” protective
28 order, “permits the parties to protect the documents that they in good faith believe

1 contain trade secrets or other confidential commercial information. Such protective
2 orders are routinely agreed to by the parties and approved by the courts in commercial
3 litigation, especially in cases between direct competitors.” *Id.* at * 4-5 (quoting *Bayer*
4 *AG and Miles Inc. v. Barr Laboratories, Inc.*, 162 F.R.D. 456, 465, (S.D.N.Y. 1995)).

5 As competitors, the parties’ proposed protective order was drafted to protect the
6 confidentiality and disclosure of each party’s confidential business information and to
7 provide extra precautions on the disclosure of highly sensitive business information,
8 as defined below, and as balanced against the need and use for such information to
9 prosecute and defend this action.

10 Accordingly, to expedite the flow of information, to facilitate the prompt
11 resolution of disputes over confidentiality of discovery materials, to adequately
12 protect information the parties are entitled to keep confidential, to ensure that the
13 parties are permitted reasonable necessary uses of such material in preparation for and
14 in the conduct of trial, to address their handling at the end of the litigation, and serve
15 the ends of justice, a protective order for such information is justified in this matter. It
16 is the intent of the parties that information will not be designated as confidential for
17 tactical reasons and that nothing be so designated without a good faith belief that it
18 has been maintained in a confidential, non-public manner, and there is good cause
19 why it should not be part of the public record of this case.

20 2. DEFINITIONS

21 2.1 Action: this pending federal lawsuit, Case No. 2:16-CV-08717-FMO-KS.

22 2.2 Challenging Party: a Party or Non-Party that challenges the designation
23 of information or items under this Order.

24 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
25 how it is generated, stored or maintained) or tangible things that qualify for protection
26 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
27 Cause Statement.

1 2.4 ~~“CONFIDENTIAL – ATTORNEYS’ EYES ONLY”~~ Information or
2 Items: information (regardless of how it is generated, stored or maintained) or
3 tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c),
4 and as specified above in the Good Cause Statement, that have not been made public,
5 the disclosure of which may have the effect of causing harm to the competitive
6 position of the Party or Non-Party from which the information was obtained, and, to
7 the extent not already encompassed in the preceding definition, trade secrets as
8 defined in California Civil Code § 3426.1.

9 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
10 support staff).

11 2.6 Designating Party: a Party or Non-Party that designates information or
12 items that it produces in disclosures or in responses to discovery as
13 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

14 2.7 Disclosure or Discovery Material: all items or information, regardless of
15 the medium or manner in which it is generated, stored, or maintained (including,
16 among other things, testimony, transcripts, and tangible things), that are produced or
17 generated in disclosures or responses to discovery in this matter.

18 2.8 Expert: a person with specialized knowledge or experience in a matter
19 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
20 expert witness or as a consultant in this Action.

21 2.9 House Counsel: attorneys who are employees of a party to this Action.
22 House Counsel does not include Outside Counsel of Record or any other outside
23 counsel.

24 2.10 Non-Party: any natural person, partnership, corporation, association, or
25 other legal entity not named as a Party to this action.

26 2.11 Outside Counsel of Record: attorneys who are not employees of a party
27 to this Action but are retained to represent or advise a party to this Action and have
28

1 appeared in this Action on behalf of that party or are affiliated with a law firm which
2 has appeared on behalf of that party, and includes support staff.

3 2.12 Party: any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record (and their
5 support staffs).

6 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 2.14 Professional Vendors: persons or entities that provide litigation support
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)
11 and their employees and subcontractors.

12 2.15 Protected Material: any Disclosure or Discovery Material that is
13 designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES
14 ONLY.”

15 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
16 from a Producing Party.

17 3. SCOPE

18 The protections conferred by this Stipulation and Order cover not only
19 Protected Material (as defined above), but also (1) any information copied or extracted
20 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
21 Protected Material; and (3) any testimony, conversations, or presentations by Parties
22 or their Counsel that might reveal Protected Material. However, the protections
23 conferred by this Stipulation and Order do not cover the following information: (a)
24 any information that is in the public domain at the time of disclosure to a Receiving
25 Party or becomes part of the public domain after its disclosure to a Receiving Party as
26 a result of publication not involving a violation of this Order, including becoming part
27 of the public record through trial or otherwise; and (b) any information lawfully
28 known to the Receiving Party or obtained lawfully by a Receiving Party hereto, other

1 than through discovery in this action, after disclosure from a source who, to the best of
2 a Receiving Party's knowledge, was under no obligation of confidentiality to the
3 Designating Party at the time of disclosure to a Receiving Party.

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

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, with
11 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 time
14 pursuant to applicable law.

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic
11 documents, but excluding transcripts of depositions or other pretrial or trial
12 proceedings), that the Producing Party affix at a minimum, the legend
13 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each
14 page that contains protected material. If only a portion or portions of the information
15 warrants protection, the Producing Party, to the extent practicable, shall identify the
16 protected portion(s).

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 before
20 the designation, all of the material made available for inspection shall be deemed
21 "CONFIDENTIAL," or "CONFIDENTIAL – ATTORNEYS' EYES ONLY" if it
22 concerns any commercially sensitive or proprietary information that would not be
23 shared with competitors. After the inspecting Party has identified the documents it
24 wants copied and produced, the Producing Party must determine which documents, or
25 portions thereof, qualify for protection under this Order. Then, before producing the
26 specified documents, the Producing Party must affix the "CONFIDENTIAL" or
27 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" legend to each page that
28 contains Protected Material. If only a portion or portions of the information warrants

1 protection, the Producing Party, to the extent practicable, shall identify the protected
2 portion(s).

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

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

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
13 failure to designate qualified information or items does not, standing alone, waive the
14 Designating Party’s right to secure protection under this Order for such material.
15 Upon timely correction of a designation, the Receiving Party must make reasonable
16 efforts to assure that the material is treated in accordance with the provisions of this
17 Order.

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
20 designation of confidentiality at any time. Unless a reasonably prompt challenge to a
21 Designating Party’s confidentiality designation is necessary to avoid foreseeable,
22 substantial unfairness, unnecessary economic burdens or a significant disruption or
23 delay of the litigation, a Party does not waive its right to challenge a confidentiality
24 designation by electing not to mount a challenge within a reasonable period after the
25 original designation is disclosed.

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
27 resolution process under Local Rule 37.1 et seq. To avoid ambiguity as to whether a
28 challenge has been made, the written notice must recite that the challenge to

1 confidentiality is being made in accordance with this specific Paragraph of this
2 Stipulated Protective Order.

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 purpose
5 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
6 expose the Challenging Party to sanctions. Unless the Designating Party has waived or
7 withdrawn the confidentiality designation, all parties shall continue to afford the
8 material in question the level of protection to which it is entitled under the Producing
9 Party’s designation until the Court rules on the challenge.

10 7. ACCESS TO AND USE OF PROTECTED MATERIAL

11 7.1 Basic Principles. A Receiving Party may use Protected Material that is
12 disclosed or produced by another Party or by a Non-Party in connection with this
13 Action only for prosecuting, defending, or attempting to settle this Action. Such
14 Protected Material may be disclosed only to the categories of persons and under the
15 conditions described in this Order. When the Action has been terminated, a Receiving
16 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

20 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
21 otherwise ordered by the court or permitted in writing by the Designating Party, a
22 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
23 only to:

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

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

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

4 (d) the court and its personnel;

5 (e) court reporters, professional vendors and their staff;

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

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

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

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

22 7.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
23 Information or Items. Unless otherwise ordered by the court or permitted in writing by
24 the Designating Party, a Receiving Party may disclose any information or item
25 designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

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

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

4 (c) the court and its personnel;

5 (d) court reporters, professional vendors and their staff;

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

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

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

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

22 It is understood that “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
23 information will not be disclosed to people who are identified in category 7.2(b) above
24 [the officers, directors, and employees (including House Counsel) of the Receiving
25 Party].

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

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

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

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

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

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

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

26 (a) The terms of this Order are applicable to information produced by a Non-
27 Party in this Action and designated as “CONFIDENTIAL” or “CONFIDENTIAL –
28 ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in

1 connection with this litigation is protected by the remedies and relief provided by this
2 Order. Nothing in these provisions should be construed as prohibiting a Non-Party
3 from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to
5 produce a Non-Party's "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS'
6 EYES ONLY" information in its possession, and the Party is subject to an agreement
7 with the Non-Party not to produce the Non-Party's "CONFIDENTIAL" or
8 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" information, then the Party
9 shall:

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

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

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

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

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

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

22 12. MISCELLANEOUS

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
24 person to seek its modification by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this
26 Protective Order, no Party waives any right it otherwise would have to object to
27 disclosing or producing any information or item on any ground not addressed in this
28

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

3 12.3 Filing Protected Material. A Party that seeks to file under seal any
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
5 only be filed under seal pursuant to a court order authorizing the sealing of the
6 specific Protected Material at issue. If a Party's request to file Protected Material
7 under seal is denied by the court, then the Receiving Party may file the information in
8 the public record unless otherwise instructed by the court.

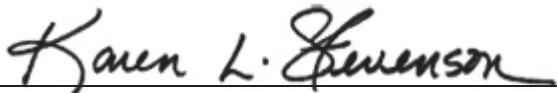
9 13. FINAL DISPOSITION

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

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

4
5
6 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

7
8 DATED: June 7, 2017



KAREN L. STEVENSON
UNITED STATES MAGISTRATE JUDGE

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address],

5 declare under penalty of perjury that I have read in its entirety and understand the
6 Stipulated Protective Order that was issued by the United States District Court for the
7 Central District of California on _____ [date] in the case of *L.A. Gem &*
8 *Jewelry Design, Inc. v. Charming Charlie, LLC, et al.*, Case No. 2:16-CV-08717-
9 FMO-KS. I agree to comply with and to be bound by all the terms of this Stipulated
10 Protective Order and I understand and acknowledge that failure to so comply could
11 expose me to sanctions and punishment in the nature of contempt. I solemnly promise
12 that I will not disclose in any manner any information or item that is subject to this
13 Stipulated 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 the
16 Central District of California for the purpose of enforcing the terms of this Stipulated
17 Protective Order, even if such enforcement proceedings occur after termination of this
18 action. I hereby appoint _____ [print or type full name]
19 of _____ [print or type full address and telephone
20 number] as my California agent for service of process in connection with this action or
21 any proceedings related to enforcement of this Stipulated Protective Order.

22 Date: _____

23
24 City and State where sworn and signed: _____

25
26 Printed name: _____

27
28 Signature: _____