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

UNICOLORS, INC., a California Corporation;

Plaintiff,

vs.

ALL FASHIONS CLOTHING, INC., a New York Corporation; ROSS STORES, INC. d/b/a DD'S DISCOUNTS, a Delaware Corporation; and DOES 1 through 10, inclusive,

Case No.: 2:16-cv-08734-PSG-GJSx

**STIPULATED PROTECTIVE ORDER**

**NOTE CHANGES MADE BY THE COURT IN BOLD**

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

15  
16 B. GOOD CAUSE STATEMENT

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

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

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

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

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

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

27 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
28 how it is generated, stored or maintained) or tangible things that qualify for

1 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
2 the Good Cause Statement.

3 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
4 their support staff).

5 2.5 Designating Party: a Party or Non-Party that designates information or  
6 items that it produces in disclosures or in responses to discovery as  
7 “CONFIDENTIAL.”

8 2.6 Disclosure or Discovery Material: all items or information, regardless  
9 of the medium or manner in which it is generated, stored, or maintained (including,  
10 among other things, testimony, transcripts, and tangible things), that are produced  
11 or generated in disclosures or responses to discovery in this matter.

12 2.7 Expert: a person with specialized knowledge or experience in a matter  
13 pertinent to the litigation who has been retained by a Party or its counsel to serve  
14 as an expert witness or as a consultant in this Action.

15 2.8 House Counsel: attorneys who are employees of a party to this Action.  
16 House Counsel does not include Outside Counsel of Record or any other outside  
17 counsel.

18 2.9 Non-Party: any natural person, partnership, corporation, association, or  
19 other legal entity not named as a Party to this action.

20 2.10 Outside Counsel of Record: attorneys who are not employees of a  
21 party to this Action but are retained to represent or advise a party to this Action  
22 and have appeared in this Action on behalf of that party or are affiliated with a law  
23 firm that has appeared on behalf of that party, and includes support staff.

24 2.11 Party: any party to this Action, including all of its officers, directors,  
25 employees, consultants, retained experts, and Outside Counsel of Record (and their  
26 support staffs).

27 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
28 Discovery Material in this Action.

1           2.13 Professional Vendors: persons or entities that provide litigation  
2 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
4 and their employees and subcontractors.

5           2.14 Protected Material: any Disclosure or Discovery Material that is  
6 designated as “CONFIDENTIAL.”

7           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
8 from a Producing Party.

9  
10 3.     SCOPE

11           The protections conferred by this Stipulation and Order cover not only  
12 Protected Material (as defined above), but also (1) any information copied or  
13 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
14 compilations of Protected Material; and (3) any testimony, conversations, or  
15 presentations by Parties or their Counsel that might reveal Protected Material.

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

18  
19 4.     DURATION

20           **The Parties agree that they are contractually bound, pursuant to**  
21 **stipulation, to the confidentiality obligations set forth herein even after final**  
22 **disposition of this action.** Final disposition shall be deemed to be the later of (1)  
23 dismissal of all claims and defenses in this Action, with or without prejudice; and  
24 (2) final judgment herein after the completion and exhaustion of all appeals,  
25 rehearings, remands, trials, or reviews of this Action, including the time limits for  
26 filing any motions or applications for extension of time pursuant to applicable law.

27           **However, once a case proceeds to trial, information that was designated**  
28 **as CONFIDENTIAL or maintained pursuant to this protective order used or**

1 introduced as an exhibit at trial becomes public and will be presumptively  
2 available to all members of the public, including the press, unless compelling  
3 reasons supported by specific factual findings to proceed otherwise are made  
4 to the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81  
5 (distinguishing “good cause” showing for sealing documents produced in  
6 discovery from “compelling reasons” standard when merits-related  
7 documents are part of court record). Accordingly, the terms of this protective  
8 order do not extend beyond the commencement of the trial.

9  
10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

1           5.2 Manner and Timing of Designations. Except as otherwise provided in  
2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
4 under this Order must be clearly so designated before the material is disclosed or  
5 produced.

6           Designation in conformity with this Order requires:

7                   (a) for information in documentary form (e.g., paper or electronic  
8 documents, but excluding transcripts of depositions or other pretrial or trial  
9 proceedings), that the Producing Party affix at a minimum, the legend  
10 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
11 contains protected material. If only a portion or portions of the material on a page  
12 qualifies for protection, the Producing Party also must clearly identify the  
13 protected portion(s) (e.g., by making appropriate markings in the margins).

14           A Party or Non-Party that makes original documents available for inspection  
15 need not designate them for protection until after the inspecting Party has indicated  
16 which documents it would like copied and produced. During the inspection and  
17 before the designation, all of the material made available for inspection shall be  
18 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
19 documents it wants copied and produced, the Producing Party must determine  
20 which documents, or portions thereof, qualify for protection under this Order.  
21 Then, before producing the specified documents, the Producing Party must affix  
22 the “CONFIDENTIAL legend” to each page that contains Protected Material. If  
23 only a portion or portions of the material on a page qualifies for protection, the  
24 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
25 appropriate markings in the margins).

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



1 (c) for information produced in some form other than documentary and  
2 for any other tangible items, that the Producing Party affix in a prominent place on  
3 the exterior of the container or containers in which the information is stored the  
4 legend “CONFIDENTIAL.” If only a portion or portions of the information  
5 warrants protection, the Producing Party, to the extent practicable, shall identify  
6 the protected portion(s).

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
8 failure to designate qualified information or items does not, standing alone, waive  
9 the Designating Party’s right to secure protection under this Order for such  
10 material. Upon timely correction of a designation, the Receiving Party must make  
11 reasonable efforts to assure that the material is treated in accordance with the  
12 provisions of this Order.

13  
14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
16 designation of confidentiality at any time that is consistent with the Court’s  
17 Scheduling Order.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
19 resolution process under Local Rule 37.1 et seq.

20 6.3 The burden of persuasion in any such challenge proceeding shall be on  
21 the Designating Party. Frivolous challenges, and those made for an improper  
22 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
23 parties) may expose the Challenging Party to sanctions. Unless the Designating  
24 Party has waived or withdrawn the confidentiality designation, all parties shall  
25 continue to afford the material in question the level of protection to which it is  
26 entitled under the Producing Party’s designation until the Court rules on the  
27 challenge.

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this  
4 Action only for prosecuting, defending, or attempting to settle this Action. Such  
5 Protected Material may be disclosed only to the categories of persons and under  
6 the conditions described in this Order. When the Action has been terminated, a  
7 Receiving Party must comply with the provisions of section 13 below (FINAL  
8 DISPOSITION).

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

12 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
13 otherwise ordered by the court or permitted in writing by the Designating Party, a  
14 Receiving Party may disclose any information or item designated  
15 “CONFIDENTIAL” only to:

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

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

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

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

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

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

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

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

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

17 If a Party is served with a subpoena or a court order issued in other litigation  
18 that compels disclosure of any information or items designated in this Action as  
19 “CONFIDENTIAL,” that Party must:

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

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

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

28 If the Designating Party timely seeks a protective order, the Party served with

1 the subpoena or court order shall not produce any information designated in this  
2 action as “CONFIDENTIAL” before a determination by the court from which the  
3 subpoena or order issued, unless the Party has obtained the Designating Party’s  
4 permission. The Designating Party shall bear the burden and expense of seeking  
5 protection in that court of its confidential material and nothing in these provisions  
6 should be construed as authorizing or encouraging a Receiving Party in this Action  
7 to disobey a lawful directive from another court.

8  
9 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
10 PRODUCED IN THIS LITIGATION

11 (a) The terms of this Order are applicable to information produced by a  
12 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
13 produced by Non-Parties in connection with this litigation is protected by the  
14 remedies and relief provided by this Order. Nothing in these provisions should be  
15 construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

28 (c) If the Non-Party fails to seek a protective order from this court within

1 14 days of receiving the notice and accompanying information, the Receiving  
2 Party may produce the Non-Party's confidential information responsive to the  
3 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
4 Party shall not produce any information in its possession or control that is subject  
5 to the confidentiality agreement with the Non-Party before a determination by the  
6 court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
7 expense of seeking protection in this court of its Protected Material.

8  
9 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

19  
20 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
21 **PROTECTED MATERIAL**

22 When a Producing Party gives notice to Receiving Parties that certain  
23 inadvertently produced material is subject to a claim of privilege or other  
24 protection, the obligations of the Receiving Parties are those set forth in Federal  
25 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
26 whatever procedure may be established in an e-discovery order that provides for  
27 production without prior privilege review. Pursuant to Federal Rule of Evidence  
28 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure

1 of a communication or information covered by the attorney-client privilege or  
2 work product protection, the parties may incorporate their agreement in the  
3 stipulated protective order submitted to the court.

## 4 12. MISCELLANEOUS

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
6 person to seek its modification by the Court in the future.

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

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

## 19 20 13. FINAL DISPOSITION

21 After the final disposition of this Action, within 60 days of a written request  
22 by the Designating Party, each Receiving Party must return all Protected Material  
23 to the Producing Party or destroy such material. As used in this subdivision, "all  
24 Protected Material" includes all copies, abstracts, compilations, summaries, and  
25 any other format reproducing or capturing any of the Protected Material. Whether  
26 the Protected Material is returned or destroyed, the Receiving Party must submit a  
27 written certification to the Producing Party (and, if not the same person or entity, to  
28 the Designating Party) by the 60 day deadline that (1) identifies (by category,

1 where appropriate) all the Protected Material that was returned or destroyed and  
2 (2)affirms that the Receiving Party has not retained any copies, abstracts,  
3 compilations, summaries or any other format reproducing or capturing any of the  
4 Protected Material. Notwithstanding this provision, Counsel are entitled to retain  
5 an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
6 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
7 reports, attorney work product, and consultant and expert work product, even if  
8 such materials contain Protected Material. Any such archival copies that contain or  
9 constitute Protected Material remain subject to this Protective Order as set forth in  
10 Section 4 (DURATION).

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1 14. VIOLATION

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

5  
6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7  
8 Dated: May 24, 2017

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

9  
10  
11  
12 Dated: May 24, 2017

/s/Aaron R. Jackson  
Aaron R. Jackson  
JACKSON LAW GROUP, P.C.  
Attorneys for Defendant  
ALL FASHIONS CLOTHING, INC. and  
ROSS STORES, INC. d/b/a DD'S  
DISCOUNTS

13  
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16  
17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

18  
19 DATED: May 24, 2017

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21 

22  
23 \_\_\_\_\_  
GAIL J. STANDISH  
24 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], 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. ALL FASHIONS*  
8 *CLOTHING, INC., ROSS STORES, INC. d/b/a DD'S DISCOUNTS, 2:16-cv-*  
9 *08734-PSG-GJSx*. I agree to comply with and to be bound by all the terms of this  
10 Stipulated Protective Order and I understand and acknowledge that failure to so  
11 comply could expose me to sanctions and punishment in the nature of contempt. I  
12 solemnly promise that I will not disclose in any manner any information or item  
13 that is subject to this Stipulated Protective Order to any person or entity except in  
14 strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court 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: \_\_\_\_\_