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

19 DALE TIFFANY, INC., a California
 corporation,
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Plaintiff,
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v.
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23 Z-LITE JENAMEES, INC., a
 business entity form unknown doing
 business as Z-LITE; and DOES 1
 24 through 50, inclusive,

Defendants.
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Case No. 2:17-cv-00431-GW-SS

**STIPULATED PROTECTIVE
 ORDER**

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1 1. **PURPOSE AND LIMITS OF THIS ORDER AND THE PARTIES'**
2 **GOOD CAUSE STATEMENT.**

3 a. **Good Cause Statement.** This action is likely to involve
4 confidential, proprietary, or private information requiring special protection
5 from public disclosure and from use for any purpose other than this litigation.
6 In particular, this action is likely to involve trade secrets, confidential
7 business agreement of the type that most companies are not willing to allow
8 their competitors, commercial agreements and leases (including those
9 implicating third parties), financial disclosures, and other valuable research,
10 development, commercial, financial, and/or proprietary information for which
11 special protection from public disclosure and from use for any purpose other
12 than prosecution of this action is warranted. Such confidential and
13 proprietary materials and information consist of, among other things,
14 confidential business or financial information, information regarding
15 confidential business practices, or other confidential research, development,
16 or commercial information (including information implicating privacy rights of
17 third parties), information otherwise generally unavailable to the public, or
18 which may be privileged or otherwise protected from disclosure under state
19 or federal statutes, court rules, case decisions, or common law. Accordingly,
20 to expedite the flow of information, to facilitate the prompt resolution of
21 disputes over confidentiality of discovery materials, to adequately protect
22 information the parties are entitled to keep confidential, to ensure that the
23 parties are permitted reasonable necessary uses of such material in
24 preparation for trial, to address their handling at the end of the litigation, and
25 serve the ends of justice, a protective order for such information is justified in
26 this matter. It is the intent of the parties that information will not be
27 designated as confidential for tactical reasons and that nothing be so
28 designated without a good faith belief that it has been maintained in a

1 confidential, non-public manner, and that there is good cause why it should
2 not be part of the public record of this case.

3 **b. Limitation of This Order.**

4 i. This Order does not confer blanket protections on all
5 disclosures or responses to discovery, and the protection it gives from public
6 disclosure and use extends only to the specific material entitled to
7 confidential treatment under the applicable legal principles.

8 ii. This Order does not supersede the Local Rules, and
9 the parties are required to follow those Rules, the Court's Standing Order,
10 and all other directives of this Court. In particular, as provided in Section 8,
11 this Order does not automatically authorize the filing under seal of material
12 designated under this Order. Instead, the parties must comply with L.R. 79-5
13 and this Court's Standing Order if they seek to file anything under seal. As
14 provided in Section 3, all challenges to confidentiality designations shall
15 proceed under L.R. 37-1 through L.R. 37-4.

16 iii. This Order does not govern the use at trial of
17 materials designated under this Order.

18 **2. DESIGNATING PROTECTED MATERIAL.**

19 a. **Over-Designation Prohibited.** Any party or non-party who
20 designates information or items for protection under this Order as
21 "CONFIDENTIAL" (a "designator") must only designate specific material that
22 qualifies for such protection pursuant to the appropriate standards set forth
23 in this Order. To the extent practicable, only those parts of documents,
24 items, or oral or written communications that require protection shall be
25 designated. Mass, indiscriminate, or routinized designations are prohibited.
26 Unjustified designations expose the designator to sanctions, including the
27 Court's striking all confidentiality designations made by that designator.
28 Designation under this Order is allowed only if the designation is necessary

1 to protect material that, if disclosed to persons not authorized to view it,
2 would cause competitive or other recognized harm. Material may not be
3 designated if it has been made public, or if designation is otherwise
4 unnecessary to protect a secrecy interest.

5 b. **Manner and Timing of Designations.** Designation under
6 this Order requires the designator to affix the applicable legend
7 (“CONFIDENTIAL”) to each page that contains protected material. For
8 testimony given in deposition or other proceeding, the designator shall
9 specify all protected testimony and the level of protection being asserted.
10 The designator may make that designation during the deposition or
11 proceeding, or may invoke, on the record or by written notice to all parties on
12 or before the next business day, a right to have up to 21 days from the
13 deposition or proceeding to make its designation.

14 c. **Advance Notice.** To the extent possible, the parties shall
15 give advance notice if they expect a deposition, Court hearing, or other
16 proceeding to include designated material so that the other party can ensure
17 that only authorized individuals are present at those proceedings when such
18 material is disclosed or used. The use of a document as an exhibit at a
19 deposition shall not in any way affect its designation. Transcripts containing
20 designated material shall have a legend on the title page noting the
21 presence of designated material, and the title page shall be followed by a list
22 of all pages (including line numbers as appropriate) that have been
23 designated, and the level of protection being asserted. The designator shall
24 inform the court reporter of these requirements. Any transcript that is
25 prepared before the expiration of the 21-day period for designation shall be
26 treated during that period as if it had been designated CONFIDENTIAL
27 unless otherwise agreed. After the expiration of the 21-day period, the
28 transcript shall be treated only as actually designated.

1 d. **Inadvertent Failures to Designate.** An inadvertent failure
2 to designate does not, standing alone, waive protection under this Order.
3 Upon timely assertion or correction of a designation, all recipients must
4 make reasonable efforts to ensure that the material is treated according to
5 this Order.

6 3. **CHALLENGING CONFIDENTIALITY DESIGNATIONS.** All
7 challenges to confidentiality designations shall proceed under L.R. 37-1
8 through L.R. 37-4.

9 4. **ACCESS TO DESIGNATED MATERIAL.**

10 a. **Basic Principles.** A receiving party may use designated
11 material only for this litigation. Designated material may be disclosed only to
12 the categories of persons and under the conditions described in this Order.

13 b. **Disclosure of CONFIDENTIAL Material Without Further**
14 **Approval.** Unless otherwise ordered by the Court or permitted in writing by
15 the designator, a receiving party may disclose any material designated
16 CONFIDENTIAL only to:

17 i. The receiving party's outside counsel and employees
18 of outside counsel to whom disclosure is reasonably necessary;

19 ii. The officers, directors, and employees of the
20 receiving party to whom disclosure is reasonably necessary for the purpose
21 of directing the action;

22 iii. Experts, consultants, and other vendors retained by
23 the receiving party's outside counsel to whom disclosure is reasonably
24 necessary, and who have signed the Agreement to Be Bound (Exhibit A);

25 iv. The Court and its personnel;

26 v. Outside court reporters and their staff; and

27 vi. The author or recipient of a document containing the
28 material.

1 c. **Custody of Agreements to Be Bound.** Signed
2 Agreements to Be Bound in the form of Exhibit A shall be maintained by the
3 party who obtains them pursuant to this Order. The parties are not required
4 to exchange copies of these Agreements to Be Bound.

5 5. **UNAUTHORIZED DISCLOSURE OF DESIGNATED**
6 **MATERIAL.** If a receiving party learns that, by inadvertence or otherwise, it
7 has disclosed designated material to any person or in any circumstance not
8 authorized under this Order, it must immediately (1) notify in writing the
9 designator of the unauthorized disclosures, (2) use its best efforts to retrieve
10 all unauthorized copies of the designated material, (3) inform the person or
11 persons to whom unauthorized disclosures were made of all the terms of
12 this Order, and (4) use reasonable efforts to have such person or persons
13 execute the Agreement to Be Bound (Exhibit A).

14 6. **INADVERTENT PRODUCTION OF PRIVILEGED OR**
15 **OTHERWISE PROTECTED MATERIAL.** When a producing party gives
16 notice that certain inadvertently produced material is subject to a claim of
17 privilege or other protection, the obligations of the receiving party is set forth
18 in Federal Rule of Civil Procedure 26(b)(5)(B), subject to the requirement
19 that, after being notified of an asserted inadvertent production, a receiving
20 party must promptly return or destroy the specified information and any
21 copies it has. Pursuant to Federal Rule of Evidence 502(d), a privilege or
22 protection shall not be deemed, waived by disclosure in this litigation absent
23 this Court's ruling to the contrary. Pursuant to Federal Rule of Evidence
24 502(e) and the parties' agreement, disclosure of privileged material
25 produced from electronically stored information shall not be deemed a
26 waiver if it is properly clawed back pursuant to this Order. The party
27 asserting a privilege or protection, however, still bears the burden of
28 establishing the existence of an underlying privilege or protection if the

1 assertion is challenged.

2 8. **FILING UNDER SEAL.** Without written permission from the
3 designator or a Court order, a party may not file in the public record in this
4 action any designated material. A party seeking to file under seal any
5 designated material must comply with L.R. 79-5.1 and this Court's Standing
6 Orders. Filings may be made under seal only pursuant to a Court order
7 authorizing the sealing of the specific material at issue. The fact that a
8 document has been designated under this Order is insufficient to justify filing
9 under seal. Instead, parties must explain the basis for confidentiality of each
10 document sought to be filed under seal. Because a party other than the
11 designator will often be seeking to file designated material, cooperation
12 between the parties in preparing, and in reducing the number and extent of,
13 requests for under seal filing is essential. If a receiving party's request to file
14 designated material under seal pursuant to L.R. 79-5.1 is denied by the
15 Court, then the receiving party may file the material in the public record
16 unless (1) the designator seeks reconsideration within four days of the
17 denial, or (2) as otherwise instructed by the Court.

18 9. **FINAL DISPOSITION.** Within 60 days after the final disposition
19 of this action, each party shall return all designated material to the
20 designator or destroy such material, including all copies, abstracts,
21 compilations, summaries, and any other format reproducing or capturing any
22 designated material at the option of the producing party, and must purge all
23 such information from all machine-readable media on which it resides. Upon
24 the producing party's request, the receiving party must submit a written
25 certification to the designator by the 60-day deadline that (1) all the
26 designated material was either returned or destroyed, and (2) affirms that
27 the receiving party has not retained any copies, abstracts, compilations,
28 summaries, or any other format reproducing or capturing any of the

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EXHIBIT A

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

DALE TIFFANY, INC., a California corporation,
Plaintiff,
v.
Z-LITE JENAMEES, INC., a business entity form unknown doing business as Z-LITE; and DOES 1 through 50, inclusive,
Defendants.

Case No. 2:17-cv-00431-GW-SS
**AGREEMENT TO BE BOUND BY
PROTECTIVE ORDER**

The undersigned hereby acknowledges and certifies that he/she has received and read a copy of the Protective Order entered in the above-captioned action on June ____, 2017, and that he/she understands the terms thereof and agrees to be bound thereby. The undersigned further agrees to submit to the jurisdiction of this Court and understands that the Court may impose sanctions for any violation of the Protective Order. The undersigned designates the following as their agent for receipt of service of process for any action taken under this Protective Order:

_____.

Date: _____

Printed Name

Signature