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17  
 18 **UNITED STATES DISTRICT COURT**  
 19 **CENTRAL DISTRICT OF CALIFORNIA**  
 20 **WESTERN DIVISION**

21 FOREVER 21, INC.,  
 22 Plaintiff,  
 23  
 24 v.  
 25 C LUCE, INC., et al.  
 26 Defendants.

Case No.: 2:17-cv-00553 JFW-AGR  
**STIPULATED PROTECTIVE  
 ORDER**  
**[Discovery Matter]**

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

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, technical and/or  
19 proprietary information for which special protection from public disclosure and  
20 from use for any purpose other than prosecution of this action is warranted. Such  
21 confidential and proprietary materials and information consist of, among other  
22 things, confidential business or financial information, information regarding  
23 confidential business practices, or other confidential research, development, or  
24 commercial information (including information implicating privacy rights of third  
25 parties), information otherwise generally unavailable to the public, or which may  
26 be privileged or otherwise protected from disclosure under state or federal statutes,  
27 court rules, case decisions, or common law, including, but not limited to:

28 (a) Information that is the subject of a non-disclosure or confidentiality

1 agreement or obligation;

- 2 (b) The names, or other information tending to reveal the identity of a
- 3 party's supplier, designer, distributor, or customer;
- 4 (c) Agreements with third-parties, including license agreements,
- 5 distributor agreements, manufacturing agreements, design agreements,
- 6 development agreements, supply agreements, sales agreements, or
- 7 service agreements;
- 8 (d) Research and development information;
- 9 (e) Proprietary engineering or technical information, including product
- 10 design, manufacturing techniques, processing information, drawings,
- 11 memoranda and reports;
- 12 (f) Information related to budgets, sales, profits, costs, margins, licensing
- 13 of technology or designs, product pricing, or other internal
- 14 financial/accounting information, including non-public information
- 15 related to financial condition or performance and income or other non-
- 16 public tax information;
- 17 (g) Information related to internal operations including personnel
- 18 information;
- 19 (h) Information related to past, current and future product development;
- 20 (i) Information related to past, current and future market analyses and
- 21 business and marketing development, including plans, strategies,
- 22 forecasts and competition; and
- 23 (j) Trade secrets (as defined by the jurisdiction in which the information
- 24 is located).

25 Accordingly, to expedite the flow of information, to facilitate the prompt  
26 resolution of disputes over confidentiality of discovery materials, to adequately  
27 protect information the parties are entitled to keep confidential, to ensure that the  
28 parties are permitted reasonable necessary uses of such material in preparation for  
and in the conduct of trial, to address their handling at the end of the litigation, and

1 serve the ends of justice, a protective order for such information is justified in this  
2 matter. It is the intent of the parties that information will not be designated as  
3 confidential for tactical reasons and that nothing be so designated without a good  
4 faith belief that it has been maintained in a confidential, non-public manner, and  
5 there is good cause why it should not be part of the public record of this case.

6  
7 **2. DEFINITIONS**

8 2.1 Action: This pending federal law suit entitled *Forever 21, Inc. v. C*  
9 *Luce, Inc. et al.*, Case No. 2:17-cv-00553 JFW-AGR.

10 2.2 Challenging Party: a Party or Non-Party that challenges the  
11 designation of information or items under this Order.

12 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
13 how it is generated, stored or maintained) or tangible things that qualify for  
14 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
15 the Good Cause Statement.

16 2.4 “HIGHLY CONFIDENTIAL – Attorney’s Eyes Only” Information or  
17 Items: extremely sensitive “CONFIDENTIAL” Information or Items, the  
18 disclosure of which to another Party or Non-Party would create a substantial risk of  
19 serious harm that could not be avoided by less restrictive means.

20 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as  
21 their support staff).

22 2.6 Designating Party: a Party or Non-Party that designates information or  
23 items that it produces in disclosures or in responses to discovery as  
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-Attorney’s Eyes Only.”

25 2.7 Disclosure or Discovery Material: all items or information, regardless  
26 of the medium or manner in which it is generated, stored, or maintained (including,  
27 among other things, testimony, transcripts, and tangible things), that are produced  
28 or generated in disclosures or responses to discovery in this matter.

1           2.8 Expert: a person with specialized knowledge or experience in a matter  
2 pertinent to the litigation who has been retained by a Party or its counsel to serve  
3 as an expert witness or as a consultant in this Action.

4           2.9 House Counsel: attorneys who are employees of a party to this Action.  
5 House Counsel does not include Outside Counsel of Record or any other outside  
6 counsel.

7           2.10 Non-Party: any natural person, partnership, corporation, association,  
8 or other legal entity not named as a Party to this action.

9           2.11 Outside Counsel of Record: attorneys who are not employees of a  
10 party to this Action but are retained to represent or advise a party to this Action and  
11 have appeared in this Action on behalf of that party or are affiliated with a law firm  
12 which has appeared on behalf of that party, and includes support staff.

13           2.12 Party: any party to this Action, including all of its officers, directors,  
14 employees, consultants, retained experts, and Outside Counsel of Record (and their  
15 support staffs).

16           2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
17 Discovery Material in this Action.

18           2.14 Professional Vendors: persons or entities that provide litigation  
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
21 and their employees and subcontractors.

22           2.15 Protected Material: any Disclosure or Discovery Material that is  
23 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-Attorney’s  
24 Eyes Only.”

25           2.16 Receiving Party: a Party that receives Disclosure or Discovery  
26 Material from a Producing Party.

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1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material. Any  
7 use of Protected Material at trial shall be governed by the orders of the trial judge.  
8 This Order does not govern the use of Protected Material at trial.

9  
10 4. DURATION

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

19  
20 5. DESIGNATING PROTECTED MATERIAL

21 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

13 Designation in conformity with this Order requires:

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

22 A Party or Non-Party that makes original documents available for inspection  
23 need not designate them for protection until after the inspecting Party has indicated  
24 which documents it would like copied and produced. During the inspection and  
25 before the designation, all of the material made available for inspection shall be  
26 deemed "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – Attorney's Eyes  
27 Only." After the inspecting Party has identified the documents it wants  
28 copied and produced, the Producing Party must determine which documents, or



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

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

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

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

22  
23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
25 designation of confidentiality at any time that is consistent with the Court’s  
26 Scheduling Order.

27 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
28 resolution process under Local Rule 37.1 et seq.



1           6.3    The burden of persuasion in any such challenge proceeding shall be  
2 on the Designating Party. Frivolous challenges, and those made for an improper  
3 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
4 parties) may expose the Challenging Party to sanctions. Unless the Designating  
5 Party has waived or withdrawn the confidentiality designation, all parties shall  
6 continue to afford the material in question the level of protection to which it is  
7 entitled under the Producing Party’s designation until the Court rules on the  
8 challenge.

9  
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  
15 the conditions described in this Order. When the Action has been terminated, a  
16 Receiving Party must comply with the provisions of section 13 below (FINAL  
17 DISPOSITION).

18           7.2    Protected Material must be stored and maintained by a Receiving  
19 Party at a location and in a secure manner that ensures that access is limited to the  
20 persons authorized under this Order.

21           7.3    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
22 otherwise ordered by the court or permitted in writing by the Designating Party, a  
23 Receiving Party may disclose any information or item designated  
24 “CONFIDENTIAL” only to:

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

28           (b)    the officers, directors, and employees (including House Counsel) of

1 the Receiving Party to whom disclosure is reasonably necessary for this Action;

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

5 (d) the court and its personnel;

6 (e) court reporters and their staff;

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

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

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

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

23 7.4 Disclosure of “HIGHLY CONFIDENTIAL – Attorney’s Eyes Only”  
24 Information or Items. Unless otherwise ordered by the court or permitted in  
25 writing by the Designating Party, a Receiving Party may disclose any information  
26 or item designated “HIGHLY CONFIDENTIAL – Attorney’s Eyes Only” only to:

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

1 necessary to disclose the information for this Action;

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

5 (c) the court and its personnel;

6 (d) private court reporters and their staff to whom disclosure is reasonably  
7 necessary for this Action and who have signed the “Acknowledgment and  
8 Agreement to Be Bound” (Exhibit A);

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

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

14 (g) any mediator or settlement officer, and their supporting personnel,  
15 mutually agreed upon by any of the parties engaged in settlement discussions.

16  
17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
18 IN OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation  
20 that compels disclosure of any information or items designated in this Action as  
21 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – Attorney’s Eyes Only,”  
22 that Party must:

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

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

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

3 (d) If the Designating Party timely seeks a protective order, the Party  
4 served with the subpoena or court order shall not produce any information  
5 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
6 Attorney’s Eyes Only” before a determination by the court from which the  
7 subpoena or order issued, unless the Party has obtained the Designating Party’s  
8 permission. The Designating Party shall bear the burden and expense of seeking  
9 protection in that court of its confidential material and nothing in these provisions  
10 should be construed as authorizing or encouraging a Receiving Party in this Action  
11 to disobey a lawful directive from another court.

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

14 (a) The terms of this Order are applicable to information produced by a  
15 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
16 CONFIDENTIAL – Attorney’s Eyes Only.” Such information produced by Non-  
17 Parties in connection with this litigation is protected by the remedies and relief  
18 provided by this Order. Nothing in these provisions should be construed as  
19 prohibiting a Non-Party from seeking additional protections.

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

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

27 (2) promptly provide the Non-Party with a copy of the Stipulated  
28 Protective Order in this Action, the relevant discovery request(s), and a reasonably

1 specific description of the information requested; and

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

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

12  
13 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

23  
24 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
25 PROTECTED MATERIAL

26 When a Producing Party gives notice to Receiving Parties that certain  
27 inadvertently produced material is subject to a claim of privilege or other  
28 protection, the obligations of the Receiving Parties are those set forth in Federal

1 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
2 whatever procedure may be established in an e-discovery order that provides for  
3 production without prior privilege review. Pursuant to Federal Rule of Evidence  
4 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
5 of a communication or information covered by the attorney-client privilege or  
6 work product protection, the parties may incorporate their agreement in the  
7 stipulated protective order submitted to the court.

8  
9 12. MISCELLANEOUS

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
11 person to seek its modification by the Court in the future.

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

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

24  
25 13. FINAL DISPOSITION

26 After the final disposition of this Action, as defined in paragraph 4, within  
27 60 days of a written request by the Designating Party, each Receiving Party must  
28 return all Protected Material to the Producing Party or destroy such material. As

1 used in this subdivision, “all Protected Material” includes all copies, abstracts,  
2 compilations, summaries, and any other format reproducing or capturing any of the  
3 Protected Material. Whether the Protected Material is returned or destroyed, the  
4 Receiving Party must submit a written certification to the Producing Party (and, if  
5 not the same person or entity, to the Designating Party) by the 60 day deadline that  
6 (1) identifies (by category, where appropriate) all the Protected Material that was  
7 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
8 copies, abstracts, compilations, summaries or any other format reproducing or  
9 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
10 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
11 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
12 and trial exhibits, expert reports, attorney work product, and consultant and expert  
13 work product, even if such materials contain Protected Material. Any such archival  
14 copies that contain or constitute Protected Material remain subject to this  
15 Protective Order as set forth in Section 4 (DURATION).

16 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

17  
18 DATED: July 10, 2017

JOHNSON & PHAM, LLP

19 By: /s/ Jason R. Vener  
20 Christopher Q. Pham, Esq.  
21 Marcus F. Chaney, Esq.  
22 Jason R. Vener, Esq.  
23 Attorneys for Plaintiff  
FOREVER 21, INC.

24  
25 DATED: July 10, 2017

LAW OFFICES OF ALBERT CHANG

26 By: /s/ Hyunsuk Albert Chang  
27 Hyunsuk Albert Chang, Esq.  
28 Mariam Alami Sagebi, Esq.  
Attorneys for Defendants  
C LUCE, INC., dba TCEC



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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED this 12th day of July,  
2017.

A handwritten signature in black ink that reads "Alicia G. Rosenberg". The signature is written in a cursive style with a horizontal line underneath the name.

HON. ALICIA G. ROSENBERG  
Magistrate Judge of the United States  
Central District of California

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of \_\_\_\_\_ *Forever 21, Inc. v. C Luce, Inc. et al.*, Case No. 2:17-cv-00553 JFW-AGR. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

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Signature: \_\_\_\_\_