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

DESIGN COLLECTION, INC.,
Plaintiff,
v.
FOREVER 21, INC., a Delaware
Corporation; and DOES 1 through 10,
Defendants.

AND RELATED COUNTERCLAIMS

Case No.: CV 17-01674 SJO (FFMx)
Hon. Frederick F. Mumm Presiding

DISCOVERY MATTER

**[PROPOSED] PROTECTIVE
ORDER**

Having considered the parties' pleadings on file to date, and the parties' jointly submitted Stipulated Protective Order to govern the handling of information and materials produced in the course of discovery or filed with the Court in this action, the Court determines as follows:

GOOD CAUSE STATEMENT

It is the intent of the parties and the Court that information will not be designated as confidential in this case for tactical reasons, and that nothing shall be designated without a good faith belief that there is good cause why it should not be part of the public record. Examples of confidential information that the parties

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1 may seek to protect from unrestricted or unprotected disclosure include, but are not
2 limited to:

3 (a) Information that is the subject of a contractual non-disclosure or
4 confidentiality agreement or obligation, and/or Protective Order
5 issued in another case;

6 (b) The names, or other information tending to reveal the identity
7 of a party's manufacturer, supplier, distributor, designer or
8 customer;

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10 (c) Agreements with third-parties, including license agreements,
11 distributor agreements, manufacturing agreements, design
12 agreements, development agreements, supply agreements, sales
13 agreements, or service agreements;

14 (d) Research and development information;

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16 (e) Proprietary engineering or technical information, including
17 product design, manufacturing techniques, processing
18 information, drawings, memoranda and reports;

19
20 (f) Information related to budgets, sales, revenues, profits, costs,
21 margins, licensing of technology or designs, product pricing, or
22 other internal financial/accounting information, including non-
23 public information related to financial condition or performance
24 and income or other non-public tax information;

25 (g) Information related to internal operations including personnel
26 information;

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- 1 (h) Information related to past, current and future product
2 development;
- 3 (i) Information related to past, current and future market analyses
4 and business and marketing development, including plans,
5 strategies, forecasts and competition; and
6
- 7 (j) Trade secrets (as defined by the jurisdiction in which the
8 information is located).

9 Unrestricted or unprotected disclosure of such confidential technical,
10 commercial or personal information would, in the producing party's opinion, result
11 in prejudice or harm to the producing party by revealing the producing party's
12 competitive confidential information, which has been developed at the expense of
13 the producing party and which represents valuable tangible and intangible assets of
14 that party. Additionally, legitimate privacy interests must be safeguarded.
15 Accordingly, the parties respectfully submit that there is good cause for the entry
16 of this Protective Order.

17 The parties agree, subject to the Court's approval, that the following terms
18 and conditions shall apply to this civil action.

19 1. Designated Material.

20 1.1 Information or material may be designated for confidential treatment
21 pursuant to this Protective Order by any party, person or entity producing or
22 lodging it in this action (the "Designating Party"), if: (a) produced or served,
23 formally or informally, pursuant to the Federal Rules of Civil Procedure or in
24 response to any other formal or informal discovery request in this action; and/or
25 (b) filed or lodged with the Court. All such information and material and all
26 information or material derived from it constitutes "Designated Material" under
27 this Protective Order.

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1 1.2 Unless and until otherwise ordered by the Court or agreed to in
2 writing by the parties, all Designated Materials designated under this Protective
3 Order shall be used by the parties and persons receiving such Designated
4 Materials (“Receiving Party”) solely for litigation purposes, including any
5 appellate proceeding relating thereto. Designated Material shall not be used by
6 any party or person receiving them for any business or any other non-litigation
7 purpose. No party or person shall disclose Designated Material to any other party
8 or person not entitled to receive such Designated Material under the specific
9 terms of this Protective Order. For purposes of this Protective Order, “disclose”
10 or “disclosed” means to show, furnish, reveal or provide, indirectly or directly,
11 any portion of the Designated Material or its contents, orally or in writing,
12 including the original or any copy of the Designated Material.

13 2. Access to Designated Materials.

14 2.1 Materials Designated “CONFIDENTIAL”: Subject to the limitations
15 set forth in this Protective Order, Designated Material may be marked
16 “CONFIDENTIAL” for the purpose of preventing the disclosure of information
17 or materials that the designating party in good faith believes is confidential.
18 Before designating any specific information or material “CONFIDENTIAL,” the
19 Designating Party’s counsel shall make a good faith determination that the
20 information warrants protection under Rule 26(c) of the Federal Rules of Civil
21 Procedure. Such information may include, but is not limited to:

22 (a) names of vendors and customers for the allegedly infringing goods at
23 issue However, the parties are free to amend the operative pleadings to add such
24 customers and vendors as appropriate;

25 (b) Technical data, research and development data, and any other
26 confidential commercial information, including but not limited to trade secrets of
27 the Designating Party;

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1 (c) Information which the Designating Party believes in good faith falls
2 within the right to privacy guaranteed by the laws of the United States or
3 California; and

4 (d) Information which the Designating Party believes in good faith to
5 constitute, contain, reveal or reflect proprietary, financial, business, technical, or
6 other confidential information.

7 The fact that an item or category is listed as an example in this or other
8 sections of this Protective Order does not, by itself, render the item or category
9 discoverable.

10 2.1.0 Materials designated “CONFIDENTIAL” may be disclosed only to
11 the following Designees:

12 2.1.1 Persons who appear on the face of Designated Materials marked
13 “CONFIDENTIAL” as an author, addressee, or recipient thereof;

14 2.1.2 Counsel retained as outside litigation attorneys of record in this
15 action, and their respective associates, clerks, legal assistants, stenographic,
16 videographic and support personnel, and other employees of such outside
17 litigation attorneys, and organizations retained by such attorneys to provide
18 litigation support services in this action and the employees of said organizations.
19 “Counsel” explicitly excludes any in-house counsel whether or not they are
20 attorneys of record in this action.

21 2.1.3 Consultants, including non-party experts and consultants retained or
22 employed by Counsel to assist in the preparation of the case, to the extent they
23 are reasonably necessary to render professional services in this action. Each
24 consultant must sign a certification that he or she has read this Stipulated
25 Protective Order, will abide by its provisions, and will submit to the jurisdiction
26 of this Court regarding the enforcement of this Order’s provisions.

27 2.1.4 A party’s officers and/or employees, which may include in-house
28 counsel.

1 2.1.5 The Court, its clerks and secretaries, and any court reporter retained
2 to record proceedings before the Court; and

3 2.1.6 Court reporters videographers and similar vendors retained to
4 transcribe or videotape the depositions.

5 2.2 Materials Designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
6 EYES ONLY”: Subject to the limitations in this Protective Order, Designated
7 Materials may be marked “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY” for the purpose of preventing the disclosure of information or materials
9 which, if disclosed to the receiving party, might cause competitive harm to the
10 Designating Party. Information and material that may be subject to this
11 protection includes, but is not limited to:

12 (a) The financial performance or results of the Designating Party,
13 including without limitation income statements, balance sheets, cash flow
14 analyses, budget projections, sales records or information, and present value
15 calculations;

16 (b) Corporate and strategic planning by the Designating Party, including
17 without limitation marketing plans, competitive intelligence reports, sales
18 projections and competitive strategy documents;

19 (c) Names, addresses, and other information that would identify
20 customers, prospective customers, or the distributors or prospective distributors
21 of the Designating Party; However, the parties are free to amend the operative
22 pleadings to add customers and vendors for the allegedly infringing goods at
23 issue and disclose their identity to a party’s officers and/or employees, which
24 may include in-house counsel in addition to the persons permitted by Paragraph
25 2.2.0 of this Protective Order;

26 (d) Information used by the Designating Party in or pertaining to its
27 trade or business, which information the Designating Party believes in good faith
28 has competitive value, which is not generally known to others and which the

1 Designating Party would not normally reveal to third parties except in
2 confidence, or has undertaken with others to maintain in confidence; and
3 (e) technical and/or research and development data, intellectual
4 property, financial, marketing and other sales data, and/or information having
5 strategic commercial value pertaining to the Designating Party's trade or
6 business. Nothing in paragraph 2.1 shall limit the information or material that
7 can be designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
8 under this paragraph. Before designating any specific information "HIGHLY
9 CONFIDENTIAL – ATTORNEYS' EYES ONLY," the Designating Party's
10 counsel shall make a good faith determination that the information warrants such
11 protection.

12 2.2.0 Materials designated "HIGHLY CONFIDENTIAL – ATTORNEYS'
13 EYES ONLY" materials may be disclosed only to the following Designees:

14 2.2.1 Persons who appear on the face of Designated Materials marked
15 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" as an author,
16 addressee, or recipient thereof;

17 2.2.2 Counsel for the parties to this action, as defined in section 2.1.2;

18 2.2.3 Consultants for the parties to this action, as defined in section 2.1.3;

19 and

20 2.2.4 The Court, its clerks and secretaries, and any court reporter retained
21 to record proceedings before the Court.

22 2.2.5 Court reporters videographers and similar vendors retained to
23 transcribe or videotape depositions.

24 2.3 Legal Effect of Designation. The designation of any information or
25 materials as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS'
26 EYES ONLY" is intended solely to facilitate the conduct of this litigation.

27 Neither such designation nor treatment in conformity with such designation shall
28 be construed in any way as an admission or agreement by the Receiving Party

1 that the Designated Materials constitute or contain any trade secret or confidential
2 information. Except as provided in this Protective Order, the Receiving Party
3 shall not be obligated to challenge the propriety of any designation, and a failure
4 to do so shall not preclude a subsequent attack on the propriety of such
5 designation.

6 2.4 Nothing herein in any way restricts the ability of the Receiving Party
7 to use “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’
8 EYES ONLY” material produced to it in examining or cross-examining any
9 employee or consultant of the Designating Party.

10 2.5 The parties agree that the Parties may be provided by their counsel a
11 summary document, or oral summary, setting forth the alleged infringers’ full
12 identities, revenues, and gross profits numbers, as well as the plaintiff’s sales,
13 revenues and profits and from the sale of product affixed with the allegedly
14 infringed design(s) at issue in this action, notwithstanding any party’s designation
15 of documents showing such information as “HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY”. The parties further agree that Plaintiff is free to
17 name revealed alleged infringers as defendants in a lawsuit.

18 3. Certificates Concerning Designated Materials. Each Consultant as
19 defined in section 2.1.3, to whom any Designated Materials will be disclosed
20 shall, prior to disclosure of such material, execute the Acknowledgement of
21 Stipulated Protective Order in the form attached hereto as Exhibit A. Counsel
22 who makes any disclosure of Designated Materials shall retain each executed
23 Acknowledgement of Stipulated Protective Order.

24 4. Use of Designated Materials by Designating Party. Nothing in this
25 Protective Order shall limit a Designating Party’s use of its own information or
26 materials, or prevent a Designating Party from disclosing its own information or
27 materials to any person. Such disclosure shall not affect any designations made
28 pursuant to the terms of this Protective Order, so long as the disclosure is made in

1 a manner that is reasonably calculated to maintain the confidentiality of the
2 information.

3 5. Manner of Designating Written Materials.

4 5.1 Documents, discovery responses and other written materials shall be
5 designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL –
6 ATTORNEYS’ EYES ONLY” whether in whole or in part, as follows.

7 5.2 The producing party shall designate materials by placing the legend
8 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
9 ONLY” on each page so designated prior to production.

10 5.3 A designation of “CONFIDENTIAL,” or “HIGHLY
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” as to any item, thing or
12 object that cannot otherwise be categorized as a document, written discovery or
13 other written materials shall be made: (1) by placing the legend
14 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
15 ONLY” on the thing, object or container within which it is stored; or (2) by
16 specifically identifying, in writing, the item and the level of confidentiality
17 designation, where such labeling is not feasible.

18 5.4 When a party wishes to designate as “CONFIDENTIAL,” or
19 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” materials
20 produced by someone other than the Designating Party (a “Producing Party”),
21 such designation shall be made:

22 5.4.1 Within fifteen (15) business days from the date that the Designating
23 Party receives copies of the materials from the producing or disclosing entity; and
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25 5.4.2 By notice to all parties to this action and to the Producing Party, if
26 such party is not a party to this action, identifying the materials to be designated
27 with particularity (either by production numbers or by providing other adequate
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1 identification of the specific material). Such notice shall be sent by U.S. mail or
2 e-mail.

3 5.4.3. A party shall be permitted to designate as “CONFIDENTIAL,” or
4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” material produced
5 by a Producing Party only where:

6 a. The material being produced was provided to or developed by such
7 Producing Party: (i) under a written confidentiality agreement with the Designating
8 Party; or (ii) within a relationship with the Designating Party (or a party operating
9 under the control thereof) in which confidentiality is imposed by law (including,
10 but not limited, to the employment relationship and the vendor-customer
11 relationship); and

12 b. The material being produced would be considered confidential material
13 of the Designating Party under Section 2.1 of this Agreement if it were in the
14 possession of the Designating Party.

15 5.5 Upon notice of designation, all persons receiving notice of the
16 requested designation of materials shall:

17 5.5.1 Make no further disclosure of such Designated Material or
18 information contained therein, except as allowed in this Protective Order;

19 5.5.2 Take reasonable steps to notify any persons known to have
20 possession of or access to such Designated Materials of the effect of such
21 designation under this Protective Order; and

22 5.5.3 If “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
23 ATTORNEYS’ EYES ONLY” material or information contained therein is
24 disclosed to any person other than those entitled to disclosure in the manner
25 authorized by this Protective Order, the party responsible for the disclosure shall,
26 immediately upon learning of such disclosure, inform the Designating Party in
27 writing of all pertinent facts relating to such disclosure, and shall make every
28 effort to prevent further disclosure by the unauthorized person(s).

1 6. Manner of Designating Deposition Testimony.

2 6.1 Deposition transcripts and portions thereof taken in this action may
3 be designated as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
4 ATTORNEYS’ EYES ONLY” during the deposition or after, in which case the
5 portion of the transcript containing Designated Material shall be identified in the
6 transcript by the Court Reporter as “CONFIDENTIAL,” or “HIGHLY
7 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” The designated testimony
8 shall be bound in a separate volume and marked by the reporter accordingly.

9 6.2 Where testimony is designated during the deposition, the
10 Designating Party shall have the right to exclude, at those portions of the
11 deposition, all persons not authorized by the terms of this Protective Order to
12 receive such Designated Material.

13 6.3 Within seven (7) days after a deposition transcript is certified by the
14 court reporter, any party may designate pages of the transcript and/or its exhibits
15 as Designated Material. During such seven (7) day period, the transcript in its
16 entirety shall be treated as “CONFIDENTIAL” (except for those portions
17 identified earlier as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
18 ONLY” which shall be treated accordingly from the date of designation). If any
19 party so designates such material, the parties shall provide written notice of such
20 designation to all parties within the seven (7) day period. Designated Material
21 within the deposition transcript or the exhibits thereto may be identified in
22 writing by page and line, or by underlining and marking such portions
23 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
24 ONLY” and providing such marked-up portions to all counsel.

25 7. Copies. All complete or partial copies of a document that disclose
26 Designated Materials shall be subject to the terms of this Protective Order.

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1 8. Court Procedures.

2 8.1 Disclosure of Designated Material to Court Officials. Subject to the
3 provisions of this section, Designated Material may be disclosed to the Court,
4 Court officials or employees involved in this action (including court reporters,
5 persons operating video recording equipment at depositions, and any special
6 master, referee, expert, technical advisor or Third-Party Consultant appointed by
7 the Court), and to the jury in this action, and any interpreters interpreting on
8 behalf of any party or deponent.

9 8.2 Filing Designated Materials with the Court. Nothing in this Order
10 shall vary the requirements for filing under Seal imposed by the Federal Rules of
11 Civil Procedure or the Local Rules of this Court. If a party wishes to file with the
12 Court any document, transcript or thing containing information which has been
13 designated “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
14 ATTORNEYS’ EYES ONLY” the Party shall designate the material as set forth
15 herein and file it with the Court in an application for filing under seal under the
16 Local Rules of this Court, with the material bearing the following or substantially
17 similar legend:

18 **“[CONFIDENTIAL, or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES**
19 **ONLY] INFORMATION SUBJECT TO PROTECTIVE ORDER.”**

20 The Application for Filing under Seal must show good cause for the under seal
21 filing. Filing the document under seal shall not bar any party from unrestricted use
22 or dissemination of those portions of the document that do not contain material
23 designated “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
24 ATTORNEYS’ EYES ONLY.” If a filing party fails to designate information as
25 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
26 ONLY,” any party who in good faith believes that designation and filing under seal
27 is required by this Protective Order may move the Court to file said information
28 under seal within five (5) days of learning of the defective filing. Notice of such

1 designation shall be given to all parties. Nothing in this provision relieves a party
2 of liability for damages caused by failure to properly file Designated Material
3 under seal.

4 8.3 In the event that the Court refuses to allow any document to be filed
5 under seal, despite the Receiving Party's compliance with Section 8.2, the Federal
6 Rules of Civil Procedure and Local Rules of this Court, the Receiving Party may,
7 nonetheless, file such documents with the Court as part of the public record.

8 9. Objections

9 9.1 A party may challenge any designation under this Protective Order at
10 any time, on the grounds that the information or material does not meet the
11 standards of Sections 1 and 2, by following the procedure of Local Rule 37 of this
12 Court.

13 9.2 The parties shall meet and confer in good faith prior to the filing of
14 any motion under this section. Any such motion must comply with Local Rule
15 37.

16 10. Client Communication. Nothing in this Protective Order shall
17 prevent or otherwise restrict counsel from rendering advice to their clients and, in
18 the course of rendering such advice, relying upon the examination of Designated
19 Material. In rendering such advice and otherwise communicating with the client,
20 however, counsel shall not disclose any Designated Material, except as otherwise
21 permitted by this Protective Order.

22 11. No Prejudice.

23 11.1 This Protective Order shall not diminish any existing obligation or
24 right with respect to Designated Material, nor shall it prevent a disclosure to
25 which the Designating Party consented in writing before the disclosure takes
26 place.

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1 11.2 Unless the parties stipulate otherwise, evidence of the existence or
2 nonexistence of a designation under this Protective Order shall not be admissible
3 for any purpose during any proceeding on the merits of this action.

4 11.3 If any party required to produce documents contends that it
5 inadvertently produced any Designated Material without marking it with the
6 appropriate legend, or inadvertently produced any Designated Material with an
7 incorrect legend, the producing party may give written notice to the receiving
8 party or parties, including appropriately stamped substitute copies of the
9 Designated Material. Within three (3) business days of receipt of the substitute
10 copies, the receiving party shall return the previously unmarked or mismarked
11 items and all copies thereof.

12 11.4 Neither the provisions of this Protective Order, nor the filing of any
13 material under seal, shall prevent the use in open court, in deposition, at any
14 hearing, or at trial of this case of any material that is subject to this Protective
15 Order or filed under seal pursuant to its provisions. At deposition, the party using
16 Designated Material must request that the portion of the proceeding where use is
17 made be conducted so as to exclude persons not qualified to receive such
18 Designated Material. Upon request of a party, the parties shall meet and confer
19 concerning the use and protection of Designated Material in open court at any
20 hearing. Prior to the pretrial conference, the parties shall meet and confer
21 concerning appropriate methods for dealing with Designated Material at trial.

22 11.5 Any inadvertent production of documents containing privileged
23 information shall not be deemed to be a waiver of the attorney-client privilege,
24 work product doctrine, or any other applicable privilege or doctrines. All parties
25 specifically reserve the right to demand the return of any privileged documents
26 that it may produce inadvertently during discovery if the producing party
27 determines that such documents contain privileged information. After receiving
28 notice of such inadvertent production by the producing party, the receiving party

1 agrees to make reasonable and good faith efforts to locate and return to the
2 producing party all such inadvertently produced documents.

3 12. Modification and Survival.

4 12.1 Modification. The Order shall be subject to modification by the Court
5 on its own initiative, or on Motion of a party or any other person with standing.
6 Accordingly, the parties reserve the right to seek modification of this Protective
7 Order at any time for good cause. The parties agree to meet and confer prior to
8 seeking to modify this Protective Order for any reason. The restrictions imposed
9 by this Protective Order may only be modified or terminated by written
10 stipulation of all parties approved by the Court or by order of this Court. Parties
11 entering into this Protective Order will not be deemed to have waived any of
12 their rights to seek later amendment to this Protective Order.

13 12.2 Trial. The parties understand that this Protective Order does not
14 extend to material presented at the trial of this Action. Once the case proceeds to
15 trial, any information that is presented on the record during trial, whether or not
16 designated as confidential and/or kept and maintained pursuant to the terms of
17 this Protective Order, will be presumptively available to all members of the
18 public, including the press, unless good cause is shown to the district judge in
19 advance of the presentation of that material at trial to proceed otherwise.

20 12.3 Survival and Return of Designated Material. This Protective Order
21 shall survive termination of this action prior to trial of this action. Upon final
22 termination of the action prior to trial of this action, and at the written request
23 of the Designating Party, all Designated Material, including deposition
24 testimony, and all copies thereof, shall be returned to counsel for the
25 Designating Party (at the expense of the Designating Party) or (at the option
26 and expense of the requesting party) shall be destroyed. Upon request for the
27 return or destruction of Designated Materials, counsel shall certify their
28 compliance with this provision and shall serve such certification to counsel

1 for the Designating Party not more than ninety (90) days after the written
2 request to return or destroy Designated Materials. Counsel who have
3 submitted one or more Certificate(s) prepared pursuant to Section 3 do not
4 need to retain such Certificate(s) past the ninety (90) day period.

5 13. No Contract. This Protective Order shall not be construed to
6 create a contract between the parties or between the parties and their
7 respective counsel.

8 14. Court's Retention of Jurisdiction. The Court retains jurisdiction
9 after final termination of the action prior to trial, to enforce this Stipulation.

10 15. Exception for Public Information. Nothing in this Stipulation shall be
11 deemed in any way to restrict the use of documents or information which are
12 lawfully obtained or publicly available to a party independently of discovery in this
13 action, whether or not the same material has been obtained during the course of
14 discovery in the action and whether or not such documents or information have
15 been designated hereunder. However, in the event of a dispute regarding such
16 independent acquisition, a party wishing to use any independently acquired
17 documents or information shall bear the burden of proving independent
18 acquisition.

19 16. Any material designated "CONFIDENTIAL" or "HIGHLY
20 CONFIDENTIAL – ATTORNEYS' EYES ONLY" by a party will be deemed by
21 the Designating Party to this agreement to be authentic and a business record of the
22 Designating Party, and the Designating Party will be precluded from challenging
23 the authenticity of any document so designated at any time during this litigation,
24 including during any necessary collection or appeal proceedings. To the extent that
25 such material is not a business record of the Designating Party and was not created
26 by the Designating Party, the non-producing party for which the material is a
27 business record shall have opportunity to challenge the authenticity of the material
28 so designated.

1 17. No Prior Judicial Determination. This Order is entered based on the
2 representations and agreements of the parties and for the purpose of facilitating
3 discovery. Nothing herein shall be construed or presented as a judicial
4 determination that any document or material designated Confidential Information
5 or Attorneys' Eyes Only Information by counsel or the parties is entitled to
6 protection under Rule 26(c) of the Federal Rules of Civil Procedure or otherwise
7 until such time as the Court may rule on a specific document or issue.

8 18. No Admission. The designation by a producing Party of Confidential
9 Information or Attorneys Eyes Only Information is intended solely to facilitate the
10 preparation and trial of this action. Such designation is not an admission by any
11 Party that the designated disclosure constitutes or contains any Confidential
12 Information or Attorneys Eyes Only Information. Disclosure of Confidential
13 Information or Attorneys Eyes Only Information is not a waiver of any right of the
14 producing Party to object to admissibility.

15 19. Miscellaneous.

16 (a) Right to Assert Other Objections. By stipulating to the entry of this
17 Order no Party waives any right it otherwise would have to object to disclosing or
18 producing any information or item on any ground not addressed in this Order.
19 Similarly, no Party waives any right to object on any ground to the use in evidence
20 of any of the material covered by this Order. Moreover, this Order shall not
21 preclude or limit any Party's right to seek further and additional protection against
22 or limitation upon production of documents produced in response to discovery.

23 (b) Other Privileges. Nothing in this Order shall require disclosure of
24 materials that a Party contends are protected from disclosure by the attorney-client
25 privilege or the attorney work-product doctrine. This provision shall not, however,
26 be construed to preclude any Party from moving the Court for an order directing
27 the disclosure of such materials where it disputes the claim of attorney-client
28 privilege or attorney work-product doctrine.

1 (c) Self-Disclosure. Nothing in this Order shall affect the right of the
2 Designating Party to disclose the Designating Party's own Confidential
3 information or items to any person or entity. Such disclosure shall not waive any
4 of the protections of this Order.

5 (d) Captions. The captions of paragraphs contained in this Order are
6 for reference only and are not to be construed in any way as a part of this Order.

7 IT IS SO ORDERED.

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9 Dated: October 31, 2017

/S/FREDERICK F. MUMM
Honorable Frederick F. Mumm
United States Magistrate Judge

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Exhibit A

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

DESIGN COLLECTION, INC.,
Plaintiff,
v.
FOREVER 21, INC., a Delaware
Corporation; and DOES 1 through 10,
Defendants.

AND RELATED COUNTERCLAIMS

Case No.: CV 17-01674 SJO (FFMx)
Hon. Frederick F. Mumm Presiding

DISCOVERY MATTER
**STIPULATED PROTECTIVE
ORDER**

The undersigned hereby acknowledges that he/she has read the
STIPULATED PROTECTIVE ORDER entered in the above captioned litigation,
and that he/she fully understands and agrees to abide by the obligations and
conditions thereof.

Dated: _____

(Signature)

(Print Name)