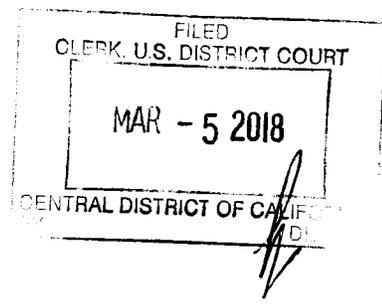


Case 2:17-cv-02278-AB-E

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9 **UNITED STATES DISTRICT COURT**
 10 **CENTRAL DISTRICT OF CALIFORNIA**
 11

12 KLAUBER BROTHERS, INC.,
 13 Plaintiff,
 14
 15 v.
 16 TOPSON DOWNS OF CALIFORNIA,
 17 INC.; *et al.*,
 18 Defendants.
 19
 20

Case No.: 2:17-cv-02278-AB-E
Honorable Andre Birotte Jr.
Referred to Honorable Charles F. Eick
 DISCOVERY MATTER
 STIPULATED PROTECTIVE
 ORDER

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

25 **GOOD CAUSE STATEMENT**

26 It is the intent of the parties and the Court that information will not be
 27 designated as confidential for tactical reasons in this case and that nothing shall be
 28 designated without a good faith belief that there is good cause why it should not be

1 part of the public record of this case. Examples of confidential information that the
2 parties may seek to protect from unrestricted or unprotected disclosure include:

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

1 Unrestricted or unprotected disclosure of such confidential technical,
2 commercial or personal information would result in prejudice or harm to the
3 producing party by revealing the producing party's competitive confidential
4 information, which has been developed at the expense of the producing party and
5 which represents valuable tangible and intangible assets of that party.

6 Additionally, privacy interests must be safeguarded. Accordingly, the parties
7 respectfully submit that there is good cause for the entry of this Protective Order.

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

10 1. Designated Material.

11 1.1 Information or material may be designated for confidential treatment
12 pursuant to this Protective Order by any party, person or entity producing or
13 lodging it in this action (the "Designating Party"), if: (a) produced or
14 served, formally or informally, pursuant to the Federal Rules of Civil
15 Procedure or in response to any other formal or informal discovery request
16 in this action; and/or (b) filed or lodged with the Court. All such
17 information and material and all information or material derived from it
18 constitutes "Designated Material" under this Protective Order.

19 1.2 Unless and until otherwise ordered by the Court or agreed to in writing by
20 the parties, all Designated Materials designated under this Protective Order
21 shall be used by the parties and persons receiving such Designated Materials
22 solely for conducting the above-captioned litigation and any appellate
23 proceeding relating thereto. Designated Material shall not be used by any
24 party or person receiving them for any business or any other purpose. No
25 party or person shall disclose Designated Material to any other party or
26 person not entitled to receive such Designated Material under the specific
27 terms of this Protective Order. For purposes of this Protective Order,
28 "disclose" or "disclosed" means to show, furnish, reveal or provide,

1 indirectly or directly, any portion of the Designated Material or its contents,
2 orally or in writing, including the original or any copy of the Designated
3 Material.

4 2. Access to Designated Materials.

5 2.1 Materials Designated "CONFIDENTIAL": Subject to the
6 limitations set forth in this Protective Order, Designated Material may be marked
7 "CONFIDENTIAL" for the purpose of preventing the disclosure of information or
8 materials that the designating party in good faith believes is confidential. Before
9 designating any specific information or material "CONFIDENTIAL," the
10 Designating Party's counsel shall make a good faith determination that the
11 information warrants protection under Rule 26(c) of the Federal Rules of Civil
12 Procedure.

13 2.1.0 Materials designated "CONFIDENTIAL" may be disclosed
14 only to the following Designees:

15 2.1.1 Persons who appear on the face of Designated Materials
16 marked "CONFIDENTIAL" as an author, addressee, or recipient thereof;

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

24 2.1.3 Consultants, including non-party experts and consultants
25 retained or employed by Counsel to assist in the preparation of the case, to the
26 extent they are reasonably necessary to render professional services in this action,
27 and subject to the disclosure requirements of section 2.3. Each consultant must
28 sign a certification that he or she has read this Stipulated Protective Order, will

1 abide by its provisions, and will submit to the jurisdiction of this Court regarding
2 the enforcement of this Order’s provisions.

3 2.1.4 The parties, including their officers, directors, employees,
4 agents, and in-house counsel.

5 2.1.5 The Court, its clerks and secretaries, and any court reporter
6 retained to record proceedings before the Court.

7 2.2 Materials Designated “HIGHLY CONFIDENTIAL –
8 ATTORNEYS’ EYES ONLY”: Subject to the limitations in this Protective Order,
9 Designated Materials may be marked “HIGHLY CONFIDENTIAL –
10 ATTORNEYS’ EYES ONLY” for the purpose of preventing the disclosure of
11 information or materials which, if disclosed to the receiving party, might cause
12 competitive harm to the Designating Party. Information and material that may be
13 subject to this protection includes, but is not limited to, technical and/or research
14 and development data, intellectual property, financial, marketing and other sales
15 data, and/or information having strategic commercial value pertaining to the
16 Designating Party’s trade or business. Nothing in paragraph 2.1 shall limit the
17 information or material that can be designated “HIGHLY CONFIDENTIAL –
18 ATTORNEYS’ EYES ONLY” under this paragraph. Before designating any
19 specific information “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
20 ONLY,” the Designating Party’s counsel shall make a good faith determination
21 that the information warrants such protection.

22 2.2.0 Materials designated “HIGHLY CONFIDENTIAL –
23 ATTORNEYS’ EYES ONLY” materials may be disclosed only to the following
24 Designees:

25 2.2.1 Persons who appear on the face of Designated Materials
26 marked “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” as an
27 author, addressee, or recipient thereof;

28 2.2.2 Counsel for the parties to this action, as defined in section

1 2.1.2;

2 2.2.3 Consultants for the parties to this action, as defined in section
3 2.1.3; and

4 2.2.4 The Court, its clerks and secretaries, and any court reporter
5 retained to record proceedings before the Court.

6 2.2.5 Court reporters retained to transcribe depositions.

7 2.3 If any party wishes to disclose information or materials
8 designated under this Protective Order as “HIGHLY CONFIDENTIAL,”
9 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to any Consultant, it must
10 first identify that individual to the Counsel for the Designating Party and submit a
11 Certification of Consultant pursuant to Section 3. CONFIDENTIAL –
12 ATTORNEYS’ EYES ONLY

13 2.4 Legal Effect of Designation. The designation of any
14 information or materials as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL –
15 ATTORNEYS’ EYES ONLY” is intended solely to facilitate the conduct of this
16 litigation. Neither such designation nor treatment in conformity with such
17 designation shall be construed in any way as an admission or agreement by any
18 party that the Designated Materials constitute or contain any trade secret or
19 confidential information. Except as provided in this Protective Order, no party to
20 this action shall be obligated to challenge the propriety of any designation, and a
21 failure to do so shall not preclude a subsequent attack on the propriety of such
22 designation.

23 2.5 Nothing herein in any way restricts the ability of the receiving
24 party to use “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’
25 EYES ONLY” material produced to it in examining or cross-examining any
26 employee or consultant of the Designating Party.

27 2.6 The parties agree that the Plaintiff may be provided the alleged
28 infringers’ full identities and Plaintiff may be informed as to the Defendants’ total

1 revenue and total gross profit on sales of the Accused Products for the purpose of
2 settlement of this lawsuit notwithstanding any party's designation of documents
3 showing such information as "HIGHLY CONFIDENTIAL – ATTORNEYS'
4 EYES ONLY". This paragraph 2.6 does not act as a waiver of the "HIGHLY
5 CONFIDENTIAL – ATTORNEYS' EYES ONLY" designation on any document
6 so designated that may form the basis of knowledge of Defendants' total revenue
7 and total gross profit on sales of the Accused Products; this paragraph 2.6 acts to
8 permit Plaintiff to ascertain revenue and gross profit knowledge to facilitate
9 settlement of this lawsuit.

10 3. Certificates Concerning Designated Materials. Each Consultant as
11 defined in section 2.1.3, to whom any Designated Materials will be disclosed shall,
12 prior to disclosure of such material, execute the Acknowledgement of Stipulated
13 Protective Order in the form attached hereto as Exhibit A. Counsel who makes any
14 disclosure of Designated Materials shall retain each executed Acknowledgement of
15 Stipulated Protective Order and shall circulate copies to all Counsel for the
16 opposing party concurrently with the identification of the Consultant to the
17 attorneys for the Designating Party pursuant to Section 2.3.

18 4. Use of Designated Materials by Designating Party. Nothing in this
19 Protective Order shall limit a Designating Party's use of its own information or
20 materials, or prevent a Designating Party from disclosing its own information or
21 materials to any person. Such disclosure shall not affect any designations made
22 pursuant to the terms of this Protective Order, so long as the disclosure is made in a
23 manner that is reasonably calculated to maintain the confidentiality of the
24 information.

25 5. Manner of Designating Written Materials.

26 5.1 Documents, discovery responses and other written materials shall be
27 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
28 ATTORNEYS' EYES ONLY" whether in whole or in part, as follows.

1 5.2 The producing party shall designate materials by placing the legend
2 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’
3 EYES ONLY” on each page so designated prior to production. If the
4 first or cover page of a multi-page document bears the legend
5 “CONFIDENTIAL or” “HIGHLY CONFIDENTIAL –
6 ATTORNEYS’ EYES ONLY” the entire document shall be deemed
7 so designated, and the absence of marking each page shall not
8 constitute a waiver of the terms of this Order. If the label affixed to a
9 computer disk containing multiple files bears the legend
10 “CONFIDENTIAL or” “CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY” the entire disk shall be deemed so protected, and the absence
12 of marking of each file shall not constitute a waiver of the terms of
13 this Order.

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

22 5.4 When a party wishes to designate as “CONFIDENTIAL” or
23 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” materials produced
24 by someone other than the Designating Party (a “Producing Party”), such
25 designation shall be made:

26 5.4.1 Within fifteen (15) business days from the date that the
27 Designating Party receives copies of the materials from the producing or disclosing
28 entity; and

1 5.4.2 By notice to all parties to this action and to the Producing Party,
2 if such party is not a party to this action, identifying the materials to be designated
3 with particularity (either by production numbers or by providing other adequate
4 identification of the specific material). Such notice shall be sent by facsimile and
5 regular mail.

6 5.4.3. A party shall be permitted to designate as “CONFIDENTIAL”
7 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” material
8 produced by a Producing Party only where:

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

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

18 5.5 Upon notice of designation, all persons receiving notice of the
19 requested designation of materials shall:

20 5.5.1 Make no further disclosure of such Designated Material or
21 information contained therein, except as allowed in this Protective Order;

22 5.5.2 Take reasonable steps to notify any persons known to have
23 possession of or access to such Designated Materials of the effect of such
24 designation under this Protective Order; and

25 5.5.3 If “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
26 ATTORNEYS’ EYES ONLY” material or information contained therein is
27 disclosed to any person other than those entitled to disclosure in the manner
28 authorized by this Protective Order, the party responsible for the disclosure shall,

1 immediately upon learning of such disclosure, inform the Designating Party in
2 writing of all pertinent facts relating to such disclosure, and shall make every effort
3 to prevent further disclosure by the unauthorized person(s).

4 6. Manner of Designating Deposition Testimony.

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

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

16 6.3 Within thirty (30) days after a deposition transcript is certified
17 by the court reporter, any party may designate pages of the transcript and/or its
18 exhibits as Designated Material. During such thirty (30) day period, the transcript
19 in its entirety shall be treated as “CONFIDENTIAL” (except for those portions
20 identified earlier as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
21 which shall be treated accordingly from the date of designation). If any party so
22 designates such material, the parties shall provide written notice of such
23 designation to all parties within the thirty (30) day period. Designated Material
24 within the deposition transcript or the exhibits thereto may be identified in writing
25 by page and line, or by underlining and marking such portions
26 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
27 ONLY” and providing such marked-up portions to all counsel.

28 7. Copies. All complete or partial copies of a document that disclose

1 Designated Materials shall be subject to the terms of this Protective Order.

2 8. Court Procedures.

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

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

18 **“[CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’**
19 **EYES ONLY]”**

20 The Application for Filing under Seal must show good cause for the under
21 seal filing. Filing the document under seal shall not bar any party from unrestricted
22 use or dissemination of those portions of the document that do not contain material
23 designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
24 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 Retrieval of Designated Materials. The party responsible for
5 lodging or filing the Designated Materials shall be responsible for retrieving such
6 Designated Materials from the Court following the final termination of the action
7 (including after any appeals).

8 9 CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 9.1 Timing of Challenges. Any Party or Non-Party may challenge a
10 designation of confidentiality at any time (the “Challenging Party”). Unless a
11 prompt challenge to a Designating Party’s confidentiality designation is necessary
12 to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a
13 significant disruption or delay of the litigation, a Party does not waive its right to
14 challenge a confidentiality designation by electing not to mount a challenge
15 promptly after the original designation is disclosed.

16 9.2 Meet and Confer. The Challenging Party shall initiate the dispute
17 resolution process by providing written notice of each designation it is challenging
18 and describing the basis for each challenge. To avoid ambiguity as to whether a
19 challenge has been made, the written notice must recite that the challenge to
20 confidentiality is being made in accordance with this specific paragraph of the
21 Protective Order. The parties shall attempt to resolve each challenge in good faith
22 and must begin the process by conferring directly (in voice to voice dialogue; other
23 forms of communication are not sufficient) within 14 days of the date of service of
24 notice. In conferring, the Challenging Party must explain the basis for its belief
25 that the confidentiality designation was not proper and must give the Designating
26 Party an opportunity to review the designated material, to reconsider the
27 circumstances, and, if no change in designation is offered, to explain the basis for
28 the chosen designation. A Challenging Party may proceed to the next stage of the

1 challenge process only if it has engaged in this meet and confer process first or
2 establishes that the Designating Party is unwilling to participate in the meet and
3 confer process in a timely manner.

4 9.3 Judicial Intervention. If the Parties cannot resolve a challenge without
5 court intervention, the Challenging Party shall file and serve a motion to challenge
6 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule
7 79-5.1, if applicable) within 21 days of the initial notice of challenge or within 14
8 days of the parties agreeing that the meet and confer process will not resolve their
9 dispute, whichever is earlier. Each such motion must be accompanied by a
10 competent declaration affirming that the movant has complied with the meet and
11 confer requirements imposed in the preceding paragraph. Failure by the
12 Challenging Party to make such a motion including the required declaration within
13 21 days (or 14 days, if applicable) shall automatically waive the ability to
14 challenge the confidentiality designation for each challenged designation. In
15 addition, the Designating Party may file a motion for a protective order preserving
16 the confidential designation at any time if there is good cause for doing so. Any
17 motion brought pursuant to this provision must be accompanied by a competent
18 declaration affirming that the movant has complied with the meet and confer
19 requirements imposed by the preceding paragraph.

20 The burden of persuasion in any such challenge proceeding shall be on the
21 Challenging Party. Frivolous challenges and those made for an improper purpose
22 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
23 expose the Challenging Party to sanctions. Until such time as a determination has
24 been made on any such motion by the Court, all parties shall continue to afford the
25 material in question the level of protection to which it is entitled under the
26 Producing Party's designation until the court rules on the challenge.

27 10. Client Communication. Nothing in this Protective Order shall prevent
28 or otherwise restrict counsel from rendering advice to their clients and, in the

1 course of rendering such advice, relying upon the examination of Designated
2 Material. In rendering such advice and otherwise communicating with the client,
3 however, counsel shall not disclose any Designated Material, except as otherwise
4 permitted by this Protective Order.

5 11. No Prejudice.

6 11.1 This Protective Order shall not diminish any existing obligation
7 or right with respect to Designated Material, nor shall it prevent a disclosure to
8 which the Designating Party consented in writing before the disclosure takes place.

9 11.2 Unless the parties stipulate otherwise, evidence of the existence
10 or nonexistence of a designation under this Protective Order shall not be
11 admissible for any purpose during any proceeding on the merits of this action.

12 11.3 If any party required to produce documents contends that it
13 inadvertently produced any Designated Material without marking it with the
14 appropriate legend, or inadvertently produced any Designated Material with an
15 incorrect legend, the producing party may give written notice to the receiving party
16 or parties, including appropriately stamped substitute copies of the Designated
17 Material. If the parties collectively agree to replacement of the Designated
18 Material, then the documents will be so designated. Within five (5) business days
19 of receipt of the substitute copies, the receiving party shall return the previously
20 unmarked or mismarked items and all copies thereof. If the parties do not
21 collectively agree to replacement of the Designated Material, the producing party
22 shall comply with the procedure of Local Rule 37 in seeking protection for the
23 inadvertently produced material.

24 11.4 Neither the provisions of this Protective Order, nor the filing of
25 any material under seal, shall prevent the use in open court, in deposition, at any
26 hearing, or at trial of this case of any material that is subject to this Protective
27 Order or filed under seal pursuant to its provisions. At deposition, the party using
28 Designated Material must request that the portion of the proceeding where use is

1 made be conducted so as to exclude persons not qualified to receive such
2 Designated Material. At trial, the party using Designated Material must request
3 that the portion of the proceeding where use is made be conducted so as to exclude
4 persons not qualified to receive such Designated Material. All confidentiality
5 designations or legends placed pursuant to this Stipulated Protective Order shall be
6 removed from any document or thing used as a trial exhibit in this case. The
7 removal of such confidentiality designations or legends under the preceding
8 sentence shall not affect the treatment of such documents and things as Designated
9 Material under this Stipulated Protective Order. Upon request of a party, the
10 parties shall meet and confer concerning the use and protection of Designated
11 Material in open court at any hearing. Prior to the pretrial conference, the parties
12 shall meet and confer concerning appropriate methods for dealing with Designated
13 Material at trial.

14 11.5 Any inadvertent production of documents containing privileged
15 information shall not be deemed to be a waiver of the attorney-client privilege,
16 work product doctrine, or any other applicable privilege or doctrines. All parties
17 specifically reserve the right to demand the return of any privileged documents that
18 it may produce inadvertently during discovery if the producing party determines
19 that such documents contain privileged information. After receiving notice of such
20 inadvertent production by the producing party, the receiving party agrees to make
21 reasonable and good faith efforts to locate and return to the producing party all
22 such inadvertently produced documents.

23 12. Modification and Survival.

24 12.1 Modification. The parties reserve the right to seek modification
25 of this Protective Order at any time for good cause. The parties agree to meet and
26 confer prior to seeking to modify this Protective Order for any reason. The
27 restrictions imposed by this Protective Order may only be modified or terminated
28 by written stipulation of all parties or by order of this Court. Parties entering into

1 this Protective Order will not be deemed to have waived any of their rights to seek
2 later amendment to this Protective Order.

3 12.2 Survival and Return of Designated Material. This Protective
4 Order shall survive termination of this action prior to trial of this action. Upon
5 final termination of the action prior to trial of this action, and at the written request
6 of the Designating Party, all Designated Material, including deposition testimony,
7 and all copies thereof, shall be returned to counsel for the Designating Party (at the
8 expense of the Designating Party) or (at the option and expense of the requesting
9 party) shall be destroyed. Upon request for the return or destruction of Designated
10 Materials, counsel shall certify their compliance with this provision and shall serve
11 such certification to counsel for the Designating Party not more than ninety (90)
12 days after the written request to return or destroy Designated Materials. Counsel
13 who have submitted one or more Certificate(s) prepared pursuant to Section 3 do
14 not need to retain such Certificate(s) past the ninety (90) day period.

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

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

19 15. Exception for Public Information. Nothing in this Stipulation shall be
20 deemed in any way to restrict the use of documents or information which are
21 lawfully obtained or publicly available to a party independently of discovery in this
22 action, whether or not the same material has been obtained during the course of
23 discovery in the action and whether or not such documents or information have
24 been designated hereunder. However, in the event of a dispute regarding such
25 independent acquisition, a party wishing to use any independently acquired
26 documents or information shall bear the burden of proving independent
27 acquisition.

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IT IS SO ORDERED.

Dated: 3/5/18



Honorable Charles F. Eick
United States Magistrate Judge

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Exhibit A

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

KLAUBER BROTHERS, INC.,

Plaintiff,

v.

TOPSON DOWNS OF CALIFORNIA,
INC.; *et al.*,

Defendants.

Case No.: 2:17-cv-02278-AB-E

Honorable Andre Birotte Jr.

Referred to Honorable Charles F. Eick

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)