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15 Attorneys for Defendant Meetu Magic, Inc.

16  
 17 **UNITED STATES DISTRICT COURT**  
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 19 **CENTRAL DISTRICT OF CALIFORNIA**  
 20

21 MATRIX INTERNATIONAL TEXTILE,  
 22 INC., a California Corporation,

23 Plaintiff,

24 vs.

25 ROSS STORES, INC., a California  
 26 Corporation; ZERO II 60, INC. a Florida  
 27 Corporation; MEGA WEAR, INC., a New  
 28 York Corporation; MEETU MAGIC, INC.,  
 a New York Corporation; SUPERLINE,  
 INC., a California Corporation; and DOES  
 1 through 10,

Defendants.

Case No. 2:17-cv-03415-JAK-AFM

**[PROPOSED] PROTECTIVE ORDER**

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 JENSEN  
 EST. 1981

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1 On stipulation of the Parties, the Court enters a Protective Order in this matter as  
2 follows:

3 1. A. PURPOSES AND LIMITATIONS

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

16 B. GOOD CAUSE STATEMENT

17 This action is likely to involve trade secrets, customer and pricing lists and other  
18 valuable research, development, commercial, financial, technical and/or proprietary  
19 information for which special protection from public disclosure and from use for any  
20 purpose other than prosecution of this action is warranted. Such confidential and  
21 proprietary materials and information consist of, among other things, confidential  
22 business or financial information, information regarding confidential business practices,  
23 or other confidential research, development, or commercial information (including  
24 information implicating privacy rights of third parties), information otherwise generally  
25 unavailable to the public, or which may be privileged or otherwise protected from  
26 disclosure under state or federal statutes, court rules, case decisions, or common law.  
27 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of  
28 disputes over confidentiality of discovery materials, to adequately protect information

1 the parties are entitled to keep confidential, to ensure that the parties are permitted  
2 reasonable necessary uses of such material in preparation for and in the conduct of trial,  
3 to address their handling at the end of the litigation, and serve the ends of justice, a  
4 protective order for such information is justified in this matter. It is the intent of the  
5 parties that information will not be designated as confidential for tactical reasons and  
6 that nothing be so designated without a good faith belief that it has been maintained in a  
7 confidential, non-public manner, and there is good cause why it should not be part of  
8 the public record of this case.

9 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

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

15 There is a strong presumption that the public has a right of access to judicial  
16 proceedings and records in civil cases. In connection with non-dispositive motions,  
17 good cause must be shown to support a filing under seal. See *Kamakana v. City and*  
18 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
19 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*,  
20 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good  
21 cause showing), and a specific showing of good cause or compelling reasons with  
22 proper evidentiary support and legal justification, must be made with respect to  
23 Protected Material that a party seeks to file under seal. The parties' mere designation of  
24 Disclosure or Discovery Material as CONFIDENTIAL does not—without the  
25 submission of competent evidence by declaration, establishing that the material sought  
26 to be filed under seal qualifies as confidential, privileged, or otherwise protectable—  
27 constitute good cause.  
28

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

10 Any document that is not confidential, privileged, or otherwise protectable in its  
11 entirety will not be filed under seal if the confidential portions can be redacted. If  
12 documents can be redacted, then a redacted version for public viewing, omitting only  
13 the confidential, privileged, or otherwise protectable portions of the document, shall be  
14 filed. Any application that seeks to file documents under seal in their entirety should  
15 include an explanation of why redaction is not feasible.

## 17 2. DEFINITIONS

18 2.1 Action: *Matrix International Textile, Inc. v. Ross Stores, Inc.*, Case No.  
19 2:17-cv-03415-JAK-AFM.

20 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
21 information or items under this Order.

22 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how  
23 it is generated, stored or maintained) or tangible things that qualify for protection under  
24 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
25 Statement.

26 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
27 support staff).  
28

1           2.5 Designating Party: a Party or Non-Party that designates information or  
2 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL”  
3 or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.”

4           2.6 Disclosure or Discovery Material: all items or information, regardless of  
5 the medium or manner in which it is generated, stored, or maintained (including, among  
6 other things, testimony, transcripts, and tangible things), that are produced or generated  
7 in disclosures or responses to discovery in this matter.

8           2.7 Expert: a person with specialized knowledge or experience in a matter  
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
10 expert witness or as a consultant in this Action.

11           2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
12 Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items,  
13 the disclosure of which to another Party or Non-Party would create a substantial risk of  
14 serious harm that could not be avoided by less restrictive means.

15           2.9 House Counsel: attorneys who are employees of a party to this Action.  
16 House Counsel does not include Outside Counsel of Record or any other outside  
17 counsel.

18           2.10 Non-Party: any natural person, partnership, corporation, association or  
19 other legal entity not named as a Party to this action.

20           2.11 Outside Counsel of Record: attorneys who are not employees of a party to  
21 this Action but are retained to represent or advise a party to this Action and have  
22 appeared in this Action on behalf of that party or are affiliated with a law firm which  
23 has appeared on behalf of that party, and includes support staff.

24           2.12 Party: any party to this Action, including all of its officers, directors,  
25 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

26           2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
27 Discovery Material in this Action.  
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2 2.14 Professional Vendors: persons or entities that provide litigation  
3 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
4 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
5 their employees and subcontractors.

6 2.15 Protected Material: any Disclosure or Discovery Material that is  
7 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
8 EYES ONLY.”

9 2.16 Receiving Party: a Party that receives Disclosure or Discovery  
10 Material from a Producing Party.

11 3. SCOPE

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

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

19 4. DURATION

20 Once a case proceeds to trial, information that was designated as  
21 CONFIDENTIAL or maintained pursuant to this protective order used or introduced as  
22 an exhibit at trial becomes public and will be presumptively available to all members of  
23 the public, including the press, unless compelling reasons supported by specific factual  
24 findings to proceed otherwise are made to the trial judge in advance of the trial. See  
25 *Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing  
26 documents produced in discovery from “compelling reasons” standard when merits-  
27  
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1 related documents are part of court record). Accordingly, the terms of this protective  
2 order do not extend beyond the commencement of the trial.  
3

#### 4 5. DESIGNATING PROTECTED MATERIAL

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

6 Each Party or Non-Party that designated information or items for protection under this  
7 Order must take care to limit any such designation to specific material that qualifies  
8 under the appropriate standards. The Designating Party must designate for protection  
9 only those parts of material, documents, items, or oral or written communications that  
10 qualify so that other portions of the material, documents, items, or communications for  
11 which protection is not warranted are not swept unjustifiably within the ambit of this  
12 Order.

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

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

21 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
22 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
23 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
24 must be clearly so designated before the material is disclosed or produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic documents,  
27 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
28 Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY

1 CONFIDENTIAL -- ATTORNEYS' EYES ONLY" (hereinafter "CONFIDENTIAL"  
2 legend or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY legend"), to  
3 each page that contains protected material. If only a portion of the material on a page  
4 qualifies for protection, the Producing Party also must clearly identify the protected  
5 portion(s) (e.g., by making appropriate markings in the margins).

6  
7 A Party or Non-Party that makes original documents available for  
8 inspection need not designate them for protection until after the inspecting Party has  
9 indicated which documents it would like copied and produced. During the inspection  
10 and before the designation, all of the material made available for inspection shall be  
11 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it  
12 wants copied and produced, the Producing Party must determine which documents, or  
13 portions thereof, qualify for protection under this Order. Then, before producing the  
14 specified documents, the Producing Party must affix the "CONFIDENTIAL legend," or  
15 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY legend" to each page that  
16 contains Protected Material. If only a portion of the material on a page qualifies for  
17 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,  
18 by making appropriate markings in the margins).

19 (b) for testimony given in depositions that the Designating Party identifies the  
20 Disclosure or Discovery Material on the record, before the close of the deposition all  
21 protected testimony.

22 (c) for information produced in some form other than documentary and for any  
23 other tangible items, that the Producing Party affix in a prominent place on the exterior  
24 of the container or containers in which the information is stored the legend  
25 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY."  
26 If only a portion or portions of the information warrants protection, the Producing Party,  
27 to the extent practicable, shall identify the protected portion(s).

28 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
failure to designate qualified information or items does not, standing alone, waive the

1 Designating Party's right to secure protection under this Order for such material. Upon  
2 timely correction of a designation, the Receiving Party must make reasonable efforts to  
3 assure that the material is treated in accordance with the provisions of this Order.  
4

5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
7 designation of confidentiality at any time that is consistent with the Court's Scheduling  
8 Order.  
9

10 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
11 resolution process under Local Rule 37.1 et seq.

12 6.3 The burden of persuasion in any such challenge proceeding shall be on the  
13 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
14 to harass or impose unnecessary expenses and burdens on other parties) may expose the  
15 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
16 the confidentiality designation, all parties shall continue to afford the material in  
17 question the level of protection to which it is entitled under the Producing Party's  
18 designation until the Court rules on the challenge.

19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

20 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
21 disclosed or produced by another Party or by a Non-Party in connection with this  
22 Action only for prosecuting, defending or attempting to settle this Action. Such  
23 Protected Material may be disclosed only to the categories of persons and under the  
24 conditions described in this Order. When the Action has been terminated, a Receiving  
25 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).  
26

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

1           7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
2 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
3 may disclose any information or item designated “CONFIDENTIAL” only to:

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

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

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

12           (d) the court and its personnel;

13           (e) court reporters and their staff;

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

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

19           (h) during their depositions, witnesses, and attorneys for witnesses, in the Action  
20 to whom disclosure is reasonably necessary provided: (1) the deposing party requests  
21 that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be  
22 permitted to keep any confidential information unless they sign the “Acknowledgment  
23 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating  
24 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to  
25 depositions that reveal Protected Material may be separately bound by the court reporter  
26 and may not be disclosed to anyone except as permitted under this Stipulated Protective  
27 Order; and  
28

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

3 7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
4 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
5 writing by the Designating Party, a Receiving Party may disclose any information or  
6 item designated “CONFIDENTIAL” only to:

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

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

13 (c) the court and its personnel;

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

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

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

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

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1           8.     PROTECTED MATERIAL SUBPOENAED OR ORDERED  
2 PRODUCED IN OTHER LITIGATION

3           If a Party is served with a subpoena or a court order issued in other litigation that  
4 compels disclosure of any information or items designated in this Action as  
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY,”  
6 that Party must:

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

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

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

15           If the Designating Party timely seeks a protective order, the Party served with the  
16 subpoena or court order shall not produce any information designated in this action as  
17 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”  
18 before a determination by the court from which the subpoena or order issued, unless the  
19 Party has obtained the Designating Party’s permission. The Designating Party shall  
20 bear the burden and expense of seeking protection in that court of its confidential  
21 material and nothing in these provisions should be construed as authorizing or  
22 encouraging a Receiving Party in this Action to disobey a lawful directive from another  
23 court.

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

26           (a) The terms of this Order are applicable to information produced by a Non-  
27 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
28

1 CONFIDENTIAL -- ATTORNEYS' EYES ONLY.” Such information produced by  
2 Non-Parties in connection with this litigation is protected by the remedies and relief  
3 provided by this Order. Nothing in these provisions should be construed as prohibiting  
4 a Non-Party from seeking additional protections.

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

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

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

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

17 (c) If the Non-Party fails to seek a protective order from this court within 14  
18 days of receiving the notice and accompanying information, the Receiving Party may  
19 produce the Non-Party’s confidential information responsive to the discovery request.  
20 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
21 any information in its possession or control that is subject to the confidentiality  
22 agreement with the Non-Party before a determination by the court. Absent a court order  
23 to the contrary, the Non-Party shall bear the burden and expense of seeking protection  
24 in this court of its Protected Material.

25  
26 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

27 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
28 Protected Material to any person or in any circumstance not authorized under this

1 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
2 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
3 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
4 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
5 request such person or persons to execute the “Acknowledgment and Agreement to Be  
6 Bound” that is attached hereto as Exhibit A.  
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8  
9 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
10 PROTECTED MATERIAL

11 When a Producing Party gives notice to Receiving Parties that certain  
12 inadvertently produced material is subject to a claim of privilege or other protection, the  
13 obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
14 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
15 may be established in an e-discovery order that provides for production without prior  
16 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
17 parties reach an agreement on the effect of disclosure of a communication or  
18 information covered by the attorney-client privilege or work product protection, the  
19 parties may incorporate their agreement in the stipulated protective order submitted to  
20 the court.

21 12. MISCELLANEOUS

22 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
23 person to seek its modification by the Court in the future.

24 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
25 Protective Order, no Party waives any right it otherwise would have to object to  
26 disclosing or producing any information or item on any ground not addressed in this  
27 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
28 ground to use in evidence of any of the material covered by this Protective Order.

1           12.3 Filing Protected Material. A Party that seeks to file under seal any  
2 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
3 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
4 Protected Material at issue. If a Party's request to file Protected Material under seal is  
5 denied by the court, then the Receiving Party may file the information in the public  
6 record unless otherwise instructed by the court.  
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8           13. FINAL DISPOSITION

9           After the final disposition of this Action, as defined in paragraph 4, within 60  
10 days of a written request by the Designating Party, each Receiving Party must return all  
11 Protected Material to the Producing Party or destroy such material. As used in this  
12 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
13 summaries, and any other format reproducing or capturing any of the Protected  
14 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
15 must submit a written certification to the Producing Party (and, if not the same person  
16 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
17 category, where appropriate) all the Protected Material that was returned or destroyed  
18 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
19 compilations, summaries or any other format reproducing or capturing any of the  
20 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
21 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
22 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
23 work product, and consultant and expert work product, even if such materials contain  
24 Protected Material. Any such archival copies that contain or constitute Protected  
25 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).  
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1 14. VIOLATION

2 Any violation of this Order may be punished by appropriate measures including,  
3 without limitation, contempt proceedings and/or monetary sanctions.  
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5 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
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7  
8 Dated: 9/13/2017

9 By:



10 Alexander F. MacKinnon  
11 U.S. Magistrate Judge  
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2 EXHIBIT A  
3 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4 I, \_\_\_\_\_ [print or type full name], of  
5 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
6 have read in its entirety and understand the Stipulated Protective Order that was issued  
7 by the United States District Court for the Central District of California on  
8 \_\_\_\_\_, 2016 in the case of *Matrix International Textile, Inc. v. Ross Stores,*  
9 *Inc., et al., Case No.17-cv-03415-JAK-AFM.* I agree to comply with and to be bound  
10 by all the terms of this Stipulated Protective Order and I understand and acknowledge  
11 that failure to so comply could expose me to sanctions and punishment in the nature of  
12 contempt. I solemnly promise that I will not disclose in any manner any information or  
13 item that is subject to this Stipulated Protective Order to any person or entity except in  
14 strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for  
16 the Central District of California for enforcing the terms of this Stipulated Protective  
17 Order, even if such enforcement proceedings occur after termination of this action. I  
18 hereby appoint \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_ [print or type full address and  
20 telephone number] as my California agent for service of process in connection with this  
21 action or any proceedings related to enforcement of this Stipulated Protective Order.  
22

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

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

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

26 Signature: \_\_\_\_\_  
27  
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