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NOTE: CHANGES MADE BY THE COURT

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NEMAN BROTHERS & ASSOC.,
INC., a California Corporation;

Plaintiff,

vs.

ZZ FASHION CORP. d/b/a DANIEL
RAINN, a California corporation;
NORDSTROM, INC. d/b/a
NORDSTROM RACK, a Washington
corporation; and DOES 1-10,
inclusive,

Defendants.

Case No.: 2:17-CV-03452-DSF-JPR

**STIPULATED PROTECTIVE
ORDER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment

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

6 B. GOOD CAUSE STATEMENT

7 This action is likely to involve trade secrets, customer and pricing lists and
8 other valuable research, development, commercial, financial, technical and/or
9 proprietary information for which special protection from public disclosure and
10 from use for any purpose other than prosecution of this action is warranted. The
11 parties believe that such confidential and proprietary materials and information
12 consist of, among other things, confidential business or financial information,
13 information regarding confidential business practices, or other confidential
14 research, development, or commercial information (including information
15 implicating privacy rights of third parties), information otherwise generally
16 unavailable to the public, or which may be privileged or otherwise protected from
17 disclosure under state or federal statutes, court rules, case decisions, or common
18 law. Accordingly, to expedite the flow of information, to facilitate the prompt
19 resolution of disputes over confidentiality of discovery materials, to adequately
20 protect information the parties believe they are entitled to keep confidential, to
21 ensure that the parties are permitted reasonable necessary uses of such material in
22 preparation for and in the conduct of trial, to address their handling at the end of the
23 litigation, and serve the ends of justice, a protective order for such information is
24 justified in this matter. It is the intent of the parties that information will not be
25 designated as confidential for tactical reasons and that nothing be so designated
26 without a good faith belief that it has been maintained in a confidential, non-public
27 manner, and there is good cause why it should not be part of the public record of
28 this case.

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2. DEFINITIONS

2.1 Action: This pending federal law suit, Case No. 2:17-CV-03452-DSF-JPR.

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

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

2.4 “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “Confidential Information or Items” whose disclosure to another Party or non-party would create a substantial risk of serious injury that could not be avoided by less restrictive means.

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

2.6 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” and/or as “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY.”

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

2.8 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action, and who is not a past or a current employee of a Party or of a Party’s competitor, and who, at the time of retention, is

1 not anticipated to become an employee of a Party or a Party's competitor. This
2 definition includes a professional jury or trial consultant retained in connection with
3 this litigation.

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

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

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

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

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

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

22 2.15 Protected Material: any Disclosure or Discovery Material that is
23 designated as "CONFIDENTIAL" and/or as "HIGHLY CONFIDENTIAL —
24 ATTORNEYS' EYES ONLY."

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

27 3. SCOPE

28 The protections conferred by this Stipulation and Order cover not only

1 Protected Material (as defined above), but also (1) any information copied or
2 extracted from Protected Material; (2) all copies, excerpts, summaries, or
3 compilations of Protected Material; and (3) any testimony, conversations, or
4 presentations by Parties or their Counsel that might reveal Protected Material.

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

7 4. DURATION

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

16 5. DESIGNATING PROTECTED MATERIAL

17 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

25 Mass, indiscriminate, or routinized designations are prohibited. Designations
26 that are shown to be clearly unjustified or that have been made for an improper
27 purpose (e.g., to unnecessarily encumber the case development process or to
28 impose unnecessary expenses and burdens on other parties) may expose the

1 Designating Party to sanctions.

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

6 5.2 Manner and Timing of Designations. Except as otherwise provided in this
7 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
8 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
9 under this Order must be clearly so designated before the material is disclosed or
10 produced.

11 Designation in conformity with this Order requires:

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

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

1 protection under this Order. Then, before producing the specified documents, the
2 Producing Party must affix the appropriate legend “CONFIDENTIAL” or
3 “HIGHLY CONFIDENTIAL —ATTORNEYS’ EYES ONLY” to each page that
4 contains Protected Material. If only a portion or portions of the material on a page
5 qualifies for protection, the Producing Party also must clearly identify the protected
6 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
7 for each portion, the level of protection being asserted (either “CONFIDENTIAL”
8 or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY”).

9 (b) For testimony given in deposition or in other discovery-related
10 proceedings, that the Party or Non-Party offering or sponsoring the testimony
11 identify on the record, before the close of the deposition, hearing, or other
12 proceeding, all protected testimony, and further specify any portions of the
13 testimony that qualify as “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES
14 ONLY.” When it is impractical to identify separately each portion of testimony
15 that is entitled to protection, and when it appears that substantial portions of the
16 testimony may qualify for protection, the Party or Non-Party that sponsors, offers,
17 or gives the testimony may invoke on the record (before the deposition or
18 proceeding is concluded) a right to have up to twenty (20) days to identify the
19 specific portions of the testimony as to which protection is sought and to specify the
20 level of protection being asserted (“CONFIDENTIAL” or HIGHLY
21 CONFIDENTIAL — ATTORNEYS’ EYES ONLY”). Only those portions of the
22 testimony that are appropriately designated for protection within the twenty (20)
23 days shall be covered by the provisions of this Stipulated Protective Order.

24 Transcript pages containing Protected Material must be separately bound by
25 the court reporter, who must affix to the top of each such page the legend
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES
27 ONLY,” as instructed by the Party or non-party offering or sponsoring the witness
28 or presenting the testimony.

1 (c) for information produced in some form other than documentary and for
2 any other tangible items, that the Producing Party affix in a prominent place on the
3 exterior of the container or containers in which the information is stored the legend
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL —ATTORNEYS’ EYES
5 ONLY.” If only portions of the information or item warrant protection, the
6 Producing Party, to the extent practicable, shall limit the protected portions,
7 specifying whether they qualify as “Confidential” or as “Highly Confidential —
8 Attorneys’ Eyes Only.”

9 5.3 Inadvertent Failures to Designate. If corrected within a reasonable period
10 of time, an inadvertent failure to designate qualified information or items as
11 “Confidential” or “Highly Confidential — Attorneys’ Eyes Only” does not,
12 standing alone, waive the Designating Party’s right to secure protection under this
13 Order for such material. If material is appropriately designated as “Confidential” or
14 “Highly Confidential — Attorneys’ Eyes Only” after the material was initially
15 produced, the Receiving Party, on timely notification of the designation, must make
16 reasonable efforts to assure that the material is treated in accordance with the
17 provisions of this Order.

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
20 designation of confidentiality at any time that is consistent with the Court’s
21 Scheduling Order.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
23 resolution process under Local Rule 37.1 et seq.

24 6.3 The burden of persuasion in any such challenge proceeding shall be on
25 the Designating Party. Frivolous challenges, and those made for an improper
26 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
27 parties) may expose the Challenging Party to sanctions. Unless the Designating
28 Party has waived or withdrawn the confidentiality designation, all parties shall

1 continue to afford the material in question the level of protection to which it is
2 entitled under the Producing Party’s designation until the Court rules on the
3 challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a Non-Party in connection with this
7 Action only for prosecuting, defending, or attempting to settle this Action. Such
8 Protected Material may be disclosed only to the categories of persons and under the
9 conditions described in this Order. When the Action has been terminated, a
10 Receiving Party must comply with the provisions of section 13 below (FINAL
11 DISPOSITION).

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

15 7.2 Disclosure of “Confidential” Information or Items. Unless otherwise
16 ordered by the court or permitted in writing by the Designating Party, a Receiving
17 Party may disclose any information or item designated “CONFIDENTIAL” only to:

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

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

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

26 (d) the court and its personnel;

27 (e) court reporters and their staff;

28 (f) professional jury or trial consultants, mock jurors, and Professional

1 Vendors to whom disclosure is reasonably necessary for this Action and who have
2 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

14 (i) any mediator or settlement officer, and their supporting personnel,
15 mutually agreed upon by any of the parties engaged in settlement discussions or
16 appointed by the Court. 7.3 Disclosure of “Highly Confidential — Attorneys’
17 Eyes Only” Information or Items. Unless otherwise ordered by the Court or
18 permitted in writing by the Designating Party, a Receiving Party may disclose any
19 information or item designated “HIGHLY CONFIDENTIAL - ATTORNEYS’
20 EYES ONLY” only to the following:

21 (a) The Receiving Party’s Outside Counsel of record in this action, as well as
22 employees of said Counsel to whom it is reasonably necessary to disclose the
23 information for this litigation and who have signed the Agreement to Be Bound by
24 Protective Order that is attached hereto as Exhibit A;

25 (b) Experts (as defined in this Order) to whom disclosure is reasonably
26 necessary for this litigation, who have signed the Agreement to Be Bound by
27 Protective Order (Exhibit A), and as to whom the procedures set forth below in the
28 Procedures for Approving Disclosure of “Highly Confidential – Attorneys’ Eyes

1 Only” Information or Items to Experts have been followed;

2 (c) The Court and its personnel;

3 (d) Court reporters, their staffs, and professional vendors to whom disclosure
4 is reasonably necessary for this litigation and who have signed the Agreement to Be
5 Bound by Protective Order (Exhibit A); and

6 (e) The author of the document or the original source of the information.

7 7.4 Procedures for Approving Disclosure of “Highly Confidential —
8 Attorneys’ Eyes Only” Information or Items to Experts.

9 (a) Unless otherwise ordered by the Court or agreed in writing by the
10 Designating Party, a Party that seeks to disclose to an Expert (as defined in this
11 Order) any information or item that has been designated “HIGHLY
12 CONFIDENTIAL — ATTORNEYS’ EYES ONLY” first must make a written
13 request to the Designating Party that accomplishes the following:

14 (1) Identifies the specific HIGHLY CONFIDENTIAL information that the
15 Receiving Party seeks permission to disclose to the Expert;

16 (2) Sets forth the full name of the Expert as well as the city and state of his or
17 her primary residence;

18 (3) Includes a copy of the Expert’s current resume;

19 (4) Identifies the Expert’s current employer(s);

20 (5) Identifies each person or entity from whom the Expert has received
21 compensation for work in his or her areas of expertise or to whom the expert has
22 provided professional services at any time during the preceding three years; and

23 (6) Identifies (by name and number of the case, filing date, and location of
24 court) any litigation in connection with which the Expert has provided any
25 professional services during the preceding three years.

26 (b) A Party that makes a request and provides the information specified in the
27 preceding paragraph may disclose the subject Protected Material to the identified
28 Expert unless, within seven court days of delivering the request, the Party receives a

1 written objection from the Designating Party. Any such objection must set forth in
2 detail the grounds on which it is based.

3 (c) A Party that receives a timely written objection must meet and confer
4 with the Designating Party under Local Rule 37 to try to resolve the matter by
5 agreement. If no agreement is reached, the Party seeking to prevent the disclosure
6 to the Expert may file a motion as provided in the Federal Rules of Civil Procedure,
7 Local Rule 37, and the Judge's rules seeking permission from the court to do so.
8 Any such motion must describe the circumstances with specificity, set forth in
9 detail the reasons for which preventing the disclosure to the Expert is reasonably
10 necessary, assess the risk of harm that the disclosure would entail, and suggest any
11 additional means that might be used to reduce that risk. In addition, any such
12 motion must be accompanied by a competent declaration in which the movant
13 describes the parties' efforts to resolve the matter by agreement (*i.e.*, the extent and
14 the content of the meet-and-confer discussions) and sets forth the reasons advanced
15 by the Designating Party for its refusal to approve the disclosure. In any such
16 proceeding, the Party opposing disclosure to the Expert shall bear the burden of
17 proving that the risk of harm that the disclosure would entail, even under the
18 safeguards proposed, outweighs the Receiving Party's need to disclose the
19 Protected Material to its Expert.

20 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
21 **PRODUCED IN OTHER LITIGATION**

22 If a Party is served with a subpoena or a court order issued in other litigation
23 that compels disclosure of any information or items designated in this Action as
24 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
25 ONLY," that Party must:

26 (a) promptly notify in writing the Designating Party. Such notification shall
27 include a copy of the subpoena or court order unless such disclosure is barred by
28 law;

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

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

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

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

18 (a) The terms of this Order are applicable to information produced by a Non-
19 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
20 CONFIDENTIAL - ATTORNEYS’ EYES ONLY.” Such information produced by
21 Non-Parties in connection with this litigation is protected by the remedies and relief
22 provided by this Order. Nothing in these provisions should be construed as
23 prohibiting a Non-Party from seeking additional protections.

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

28 (1) promptly notify in writing the Requesting Party and the Non-Party that

1 some or all of the information requested is subject to a confidentiality agreement
2 with a Non-Party;

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

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

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

16 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

25 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 26 PROTECTED MATERIAL

27 When a Producing Party gives notice to Receiving Parties that certain
28 inadvertently produced material is subject to a claim of privilege or other

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

9 12. MISCELLANEOUS

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

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

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

24 13. FINAL DISPOSITION

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

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

15 14. Any violation of this Order may be punished by any and all appropriate
16 measures including, without limitation, contempt proceedings and/or monetary
17 sanctions.

18 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

19 Dated: August 17, 2017

/s/ C. Yong Jeong

C. Yong Jeong

JEONG & LIKENS, L.C.

Attorney for Plaintiff Neman Brothers &
Assoc., Inc.

23 Dated: August 17, 2017

/s/ Gary F. Wang

Gary F. Wang

Attorney for Defendants ZZ Fashion Corp.

d/b/a Daniel Rainn And Nordstrom, Inc.

d/b/a Nordstrom Rack

27 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

1 DATED: August 17, 2017

Jean Rosenbluth

Honorable Jean P. Rosenbluth
United States Magistrate Judge

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of _____
4 _____ [print or type full address], declare under
5 penalty of perjury that I have read in its entirety and understand the Stipulated
6 Protective Order that was issued by the United States District Court for the Central
7 District of California on _____ in the case of NEMAN BROTHERS
8 & ASSOC., INC. v. ZZ FASHION CORP. d/b/a DANIEL RAINN and
9 NORDSTROM, INC. d/b/a NORDSTROM RACK, Case No.: 2:17-CV-03452-
10 DSF-JPR. I agree to comply with and to be bound by all the terms of this
11 Stipulated Protective Order and I understand and acknowledge that failure to so
12 comply could expose me to sanctions and punishment in the nature of contempt. I
13 solemnly promise that I will not disclose in any manner any information or item
14 that is subject to this Stipulated Protective Order to any person or entity except in
15 strict compliance with the provisions of this Order.
16

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

25 Date: _____

26 City and State where sworn and signed: _____

27 Printed name: _____

28 Signature: _____