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

STAR FABRICS, INC., a California Corporation;

Plaintiff,

vs.

ROSS STORES, INC., *et al.*,

Defendants.

Case No.: 2:17-cv-03971-RGK(SKx)  
Hon. R. Gary Klausner Presiding

**~~PROPOSED~~ STIPULATED PROTECTIVE ORDER**

1           1. A. PURPOSES AND LIMITATIONS

2  
3           Discovery in this action is likely to involve production of confidential,  
4 proprietary, or private information for which special protection from public  
5 disclosure and from use for any purpose other than prosecuting this litigation may  
6 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
7 enter the following Stipulated Protective Order. The parties acknowledge that this  
8 Order does not confer blanket protections on all disclosures or responses to  
9 discovery and that the protection it affords from public disclosure and use extends  
10 only to the limited information or items that are entitled to confidential treatment  
11 under the applicable legal principles. The parties further acknowledge, as set forth  
12 in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
13 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
14 procedures that must be followed and the standards that will be applied when a  
15 party seeks permission from the court to file material under seal.

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17           B. GOOD CAUSE STATEMENT

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19           1.1    This action is likely to involve trade secrets, customer and pricing  
20 lists and other valuable research, development, commercial, financial and/or  
21 technical information for which special protection from public disclosure and from  
22 use for any purpose other than prosecution of this action is warranted. Such  
23 confidential materials and information consist of, among other things, confidential  
24 business or financial information, information regarding purchase and sale prices of  
25 fabric or garments by suppliers, manufacturers, importers, distributors or fashion  
26 retailers, information regarding business practices, information regarding the  
27 creation, purchase or sale of graphics used on textiles and garments, or other  
28 confidential commercial information (including information implicating privacy

1 rights of third parties), information generally unavailable to the public, or which may  
2 be privileged or otherwise protected from disclosure under state or federal rules,  
3 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
4 information, to facilitate the prompt resolution of disputes over confidentiality of  
5 discovery materials, to adequately protect information the parties are entitled to keep  
6 confidential, to ensure that the parties are permitted reasonable necessary uses of  
7 such material in preparation for and in the conduct of trial, to address their handling  
8 at the end of the litigation, and serve the ends of justice, a protective order for such  
9 information is justified in this matter. It is the intent of the parties that information  
10 will not be designated as confidential for tactical reasons and that nothing be so  
11 designated without a good faith belief that it has been maintained in a confidential,  
12 non-public manner, and there is good cause why it should not be part of the public  
13 record of this case.

14  
15 **2. DEFINITIONS**

16       2.1 Action: *STAR FABRICS, INC. v. ROSS STORES, INC., et al.*, Case No.  
17 2:17-cv-03971-RGK-SK.

18       2.2 Challenging Party: a Party or Non-Party that challenges the  
19 designation of information or items under this Order.

20       2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
21 how it is generated, stored or maintained) or tangible things that qualify for  
22 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
23 the Good Cause Statement.

24       2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
25 their support staff).

26       2.5 Designating Party: a Party or Non-Party that designates information or  
27 items that it produces in disclosures or in responses to discovery as  
28 “CONFIDENTIAL.”

1           2.6 Disclosure or Discovery Material: all items or information, regardless  
2 of the medium or manner in which it is generated, stored, or maintained (including,  
3 among other things, testimony, transcripts, and tangible things), that are produced  
4 or generated in disclosures or responses to discovery in this matter.

5           2.7 Expert: a person with specialized knowledge or experience in a matter  
6 pertinent to the litigation who has been retained by a Party or its counsel to serve  
7 as an expert witness or as a consultant in this Action.

8           2.8 House Counsel: attorneys who are employees of a party to this Action.  
9 House Counsel does not include Outside Counsel of Record or any other outside  
10 counsel.

11           2.9 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”: Subject  
12 to the limitations in this Stipulated Protective Order, Designated Materials may be  
13 marked “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” for the  
14 purpose of preventing the disclosure of information or materials which, if disclosed  
15 to the receiving party, might cause competitive harm to the Designating Party.  
16 Information and material that may be subject to this protection includes, but is not  
17 limited to, technical and/or research and development data, intellectual property,  
18 financial, marketing and other sales data, and/or information having strategic  
19 commercial value pertaining to the Designating Party’s trade or business. Nothing  
20 in Section 2.3 shall limit the information or material that can be designated  
21 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” under this Section.  
22 Before designating any specific information “HIGHLY CONFIDENTIAL –  
23 ATTORNEYS’ EYES ONLY,” the Designating Party’s Counsel shall make a good  
24 faith determination that the information warrants such protection. Such information  
25 may include, but is not limited to:

26           (a) The financial performance or results of the Designating Party,  
27 including without limitation income statements, profit and loss statements, balance  
28

1 sheets, cash flow analyses, budget projections, purchase and sale records and  
2 present value calculations;

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

6 (c) Names, addresses, and other information that would identify  
7 customers or prospective customers, or the distributors or prospective distributors  
8 of the Designating Party; and

9 (d) Information used by the Designating Party in or pertaining to its  
10 trade or business, which information the Designating Party believes in good faith  
11 has competitive value, which is not generally known to others and which the  
12 Designating Party would not normally reveal to third parties except in confidence,  
13 or has undertaken with others to maintain in confidence;

14 2.10 Non-Party: any natural person, partnership, corporation, association, or  
15 other legal entity not named as a Party to this action.

16 2.11 Outside Counsel of Record: attorneys who are not employees of a  
17 party to this Action but are retained to represent or advise a party to this Action  
18 and have appeared in this Action on behalf of that party or are affiliated with a law  
19 firm which has appeared on behalf of that party, and includes support staff.

20 2.12 Party: any party to this Action, including all of its officers, directors,  
21 employees, consultants, retained experts, and Outside Counsel of Record (and their  
22 support staffs).

23 2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
24 Discovery Material in this Action.

25 2.14 Professional Vendors: persons or entities that provide litigation  
26 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
28 and their employees and subcontractors.

1           2.15 Protected Material: any Disclosure or Discovery Material that is  
2 designated as “CONFIDENTIAL” or “HIGH CONFIDENTIAL – ATTORNEY’S  
3 EYES ONLY”

4           2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
5 from a Producing Party.

6  
7 3.    SCOPE

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

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

15  
16 4.    DURATION

17           Even after the termination of this action, the confidentiality obligations  
18 imposed by this Order shall remain in effect until a Designating Party agrees  
19 otherwise in writing or a court order otherwise directs.

20  
21 5.    DESIGNATING PROTECTED MATERIAL

22        5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

1 unjustifiably within the ambit of this Order.

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

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

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

15 Designation in conformity with this Order requires:

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

24 A Party or Non-Party that makes original documents available for inspection  
25 need not designate them for protection until after the inspecting Party has indicated  
26 which documents it would like copied and produced. During the inspection and  
27 before the designation, all of the material made available for inspection shall be  
28 deemed "CONFIDENTIAL." After the inspecting Party has identified the

1 documents it wants copied and produced, the Producing Party must determine  
2 which documents, or portions thereof, qualify for protection under this Order.  
3 Then, before producing the specified documents, the Producing Party must affix  
4 the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
5 ONLY” designations to each page that contains Protected Material. If only a  
6 portion or portions of the material on a page qualifies for protection, the Producing  
7 Party also must clearly identify the protected portion(s) (e.g., by making  
8 appropriate markings in the margins).

9 (b)

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

17 Where testimony is designated during the deposition, the Designating Party  
18 shall have the right to exclude, at those portions of the deposition, all persons not  
19 authorized by the terms of this Stipulated Protective Order to receive such  
20 Designated Material.

21 Within sixty (60) days after a deposition transcript is certified by the court  
22 reporter, any party may designate pages of the transcript and/or its exhibits as  
23 Designated Material. During such sixty (60) day period, the transcript in its  
24 entirety shall be treated as “CONFIDENTIAL” (except for those portions  
25 identified earlier as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
26 which shall be treated accordingly from the date of designation). If any party so  
27 designates such material, the parties shall provide written notice of such  
28 designation to all parties within the sixty (60) day period. Designated Material



1 within the deposition transcript or the exhibits thereto may be identified in writing  
2 by page and line, or by underlining and marking such portions “CONFIDENTIAL”  
3 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and providing such  
4 marked-up portions to all Counsel.

5 (c) for information produced in some form other than documentary and  
6 for any other tangible items, that the Producing Party affix in a prominent place on  
7 the exterior of the container or containers in which the information is stored the  
8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
9 ONLY” designations. If only a portion or portions of the information  
10 warrants protection, the Producing Party, to the extent practicable, shall identify  
11 the protected portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
13 failure to designate qualified information or items does not, standing alone, waive  
14 the Designating Party’s right to secure protection under this Order for such  
15 material. Upon timely correction of a designation, the Receiving Party must make  
16 reasonable efforts to assure that the material is treated in accordance with the  
17 provisions of this Order.

18  
19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

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

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

1 Party has waived or withdrawn the confidentiality designation, all parties shall  
2 continue to afford the material in question the level of protection to which it is  
3 entitled under the Producing Party’s designation until the Court rules on the  
4 challenge.

5  
6 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

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

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

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

1 (d) the court and its personnel;

2 (e) court reporters and their staff;

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

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

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

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

19 7.3 Disclosure of “HIGHLY CONFIDENTIAL- ATTORNEYS’ EYES  
20 ONLY” Information or Items.

21  
22 Materials designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
23 ONLY” may be disclosed only to the following Designees:

24 (a) Any person who appears on the face of the Designated Material  
25 marked “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” as an  
26 author, addressee, or recipient thereof;  
27  
28

1 (b) Counsel to the parties in this Action, including any Outside  
2 Counsel of Record and House Counsel, and their respective associates, clerks,  
3 legal assistants, stenographic, videographic and support personnel, and other  
4 employees of such outside litigation attorneys, and organizations retained by such  
5 attorneys to provide litigation support services in this Action and the employees of  
6 said organizations. Counsel herein explicitly include any House Counsel, whether  
7 or not they are attorneys of record in this Action. Notwithstanding the foregoing or  
8 anything to the contrary contained herein, any items designated under this Section  
9 7.3 by a defendant in this Action shall not be disclosed to any co-defendants'  
10 House Counsel, if the same are designated as "HIGHLY CONFIDENTIAL –  
11 ATTORNEYS' EYES ONLY", without the express written consent of the  
12 Designating Party that produced the documents. Notwithstanding the foregoing or  
13 anything to the contrary contained herein, any items designated under this Section  
14 7.3 in this Action shall not be disclosed by any House Counsel to any present or  
15 former officers, directors, shareholders, partners, managers, members, employees,  
16 agents, insurers, or representatives of the receiving party without the express  
17 written consent of the Designating Party;

18 (c) Experts or Consultants for the parties to this Action, as defined herein;  
19 and

20 (d) The Court, its clerks, Court officials, employees, any special master,  
21 referee, expert, technical advisor or Third-Party Consultant appointed by the Court,  
22

1 to the jury in this Action, and any interpreters interpreting on behalf of any party or  
2 deponent;

3 (e) Court reporters retained to transcribe depositions and/or retained to  
4 record proceedings before the Court; and.

5 (f) Any mediator or settlement officer, and their supporting personnel,  
6 mutually agreed upon by those parties engaged in settlement discussions provided  
7 that he or she sign a certification that he or she has read this Stipulated Protective  
8 Order, will abide by its provisions, and will submit to the jurisdiction of this Court  
9 regarding the enforcement of this Stipulated Protective Order's provisions.

10  
11 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
12 **IN OTHER LITIGATION**

13 If a Party is served with a subpoena or a court order issued in other litigation  
14 that compels disclosure of any information or items designated in this Action as  
15 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
16 ONLY" that Party must:

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

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

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

25 If the Designating Party timely seeks a protective order, the Party served with  
26 the subpoena or court order shall not produce any information designated in this  
27 action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'  
28 EYES ONLY" before a determination by the court from which the

1 subpoena or order issued, unless the Party has obtained the Designating Party's  
2 permission. The Designating Party shall bear the burden and expense of seeking  
3 protection in that court of its confidential material and nothing in these provisions  
4 should be construed as authorizing or encouraging a Receiving Party in this Action  
5 to disobey a lawful directive from another court.

6  
7 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
8 PRODUCED IN THIS LITIGATION

9 (a) The terms of this Order are applicable to information produced by a  
10 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY  
11 CONFIDENTIAL – ATTORNEYS' EYES ONLY". Such information produced  
12 by Non-Parties in connection with this litigation is protected by the remedies and  
13 relief provided by this Order. Nothing in these provisions should be construed as  
14 prohibiting a Non-Party from seeking additional protections.

15 (b) In the event that a Party is required, by a valid discovery request, to  
16 produce a Non-Party's confidential information in its possession, and the Party is  
17 subject to an agreement with the Non-Party not to produce the Non-Party's  
18 confidential information, then the Party shall:

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

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

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

27 (c) If the Non-Party fails to seek a protective order from this court within  
28

1 14 days of receiving the notice and accompanying information, the Receiving  
2 Party may produce the Non-Party's confidential information responsive to the  
3 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
4 Party shall not produce any information in its possession or control that is subject  
5 to the confidentiality agreement with the Non-Party before a determination by the  
6 court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
7 expense of seeking protection in this court of its Protected Material.

8  
9 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

19  
20 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
21 **PROTECTED MATERIAL**

22 When a Producing Party gives notice to Receiving Parties that certain  
23 inadvertently produced material is subject to a claim of privilege or other  
24 protection, the obligations of the Receiving Parties are those set forth in Federal  
25 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
26 whatever procedure may be established in an e-discovery order that provides for  
27 production without prior privilege review. Pursuant to Federal Rule of Evidence  
28 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure

1 of a communication or information covered by the attorney-client privilege or  
2 work product protection, the parties may incorporate their agreement in the  
3 stipulated protective order submitted to the court.

4 12. MISCELLANEOUS

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
6 person to seek its modification by the Court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
8 Protective Order no Party waives any right it otherwise would have to object to  
9 disclosing or producing any information or item on any ground not addressed in  
10 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
11 any ground to use in evidence of any of the material covered by this Protective  
12 Order.

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

19  
20 13. FINAL DISPOSITION

21 After the final disposition of this Action, as defined in paragraph 4, within  
22 60days of a written request by the Designating Party, each Receiving Party must  
23 return all Protected Material to the Producing Party or destroy such material. As  
24 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
25 compilations, summaries, and any other format reproducing or capturing any of the  
26 Protected Material. Whether the Protected Material is returned or destroyed, the  
27 Receiving Party must submit a written certification to the Producing Party (and, if  
28 not the same person or entity, to the Designating Party) by the 60 day deadline that



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

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

4  
5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6  
7 DATED 2/9/18

8 /s/ Howard S. Han

9 Stephen M. Doniger

10 Howard S. Han

11 DONIGER/BURROUGHS

12 Attorneys for Plaintiff

13  
14 DATED 2/9/18

15 /s/ Miles L. Prince

16 David L. Prince

17 Miles L. Prince

18 Attorneys for Defendants Ross Stores, Inc., NM Brother Corp., and NNW Import,  
19 Inc.

20  
21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

22  
23 DATED: February 12, 2018

24  
25 

26 \_\_\_\_\_  
27 Honorable Steve Kim  
28 United States Magistrate Judge

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 penalty of perjury  
5 that I have read in its entirety and understand the Stipulated Protective Order that  
6 was issued by the United States District Court for the Central District of California  
7 on [date] in the case of \_\_\_\_\_ *STAR FABRICS, INC. v. ROSS STORES,*  
8 *INC., et al.*, Case No. 2:17-cv-03971-RGK-SK. I agree to comply with and to  
9 be bound by all the terms of this Stipulated Protective Order and I understand  
10 and acknowledge that failure to so comply could expose me to sanctions and  
11 punishment in the nature of contempt. I solemnly promise that I will not disclose in  
12 any manner any information or item that is subject to this Stipulated Protective  
13 Order to any person or entity except in strict compliance with the provisions of this  
14 Order.

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

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

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

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

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