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NOTE: CHANGES MADE BY THE COURT

7 Attorney for Plaintiff
 8 VIRGIN SCENT, INC d/b/a ART NATURALS

9 UNITED STATES DISTRICT COURT
 10 CENTRAL DISTRICT OF CALIFORNIA

11 VIRGIN SCENT, INC., d/b/a ART
 12 NATURALS., a California
 13 corporation,

Case No.: 2:17-cv-05194-DSF

**STIPULATED PROTECTIVE
 ORDER**

14 Plaintiff,

15 v.

16 PUREST NATURALS LLC, an entity
 17 of unknown type; ELI COHEN, an
 18 individual; and DOES 1 – 10,
 19 inclusive,

20 Defendants.

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 22 IT IS HEREBY STIPULATED by and between Plaintiff Virgin Scent, Inc.
 23 dba Art Naturals (“Plaintiff”) and Defendants Purest Naturals, LLC and Eliyahu
 24 Cohen (collectively referred to as “Defendants,” and collectively with Plaintiff,
 25 the “Parties”), through their respective attorneys of record, as follows:
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1 Eyes Only Material until the expiration of the ten-day period described in this
2 paragraph. Any portions of a transcript designated as “CONFIDENTIAL” or
3 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” shall thereafter be treated as
4 Confidential Material or Confidential-Attorneys’ Eyes Only Material in
5 accordance with such designation, pursuant to this Order. The parties shall
6 negotiate in good faith to alter the time frames set forth in this paragraph.

7 **5. Access to Confidential Information.** In the absence of prior written
8 permission from the Producing Party or an order of the Court:

9 a. Confidential Materials shall not be disclosed to any person other
10 than: (i) the Parties, their attorneys of record, and the members and employees of
11 such attorneys’ firm(s); (ii) qualified persons taking testimony involving such
12 material and necessary stenographic, videography, and clerical personnel; (iii)
13 disclosed experts or retained consultants and their staff employed for this
14 litigation, provided they agree in writing to maintain all Confidential Information
15 as provided for in paragraph 7 below; (iv) witnesses at trial, or in any deposition or
16 other proceeding of this action, but only to the extent that such witness(es)
17 authored or was previously a recipient of such documents; and (v) the Court, Court
18 personnel, and members of any jury impaneled to hear this case.

19 b. Confidential-Attorneys’ Eyes Only Materials shall not be disclosed
20 to any person other than: (i) the attorneys of record, and the members and
21 employees of such attorneys’ firm(s); (ii) qualified persons taking testimony
22 involving such material and necessary stenographic, videography, and clerical
23 personnel; (iii) disclosed experts or retained consultants and their staff employed
24 for this litigation, provided they agree in writing to maintain all Confidential
25 Information as provided for in paragraph 7 below; (iv) witnesses at trial, or in any
26 deposition or other proceeding of this action, but only to the extent that such
27 witness(es) authored or was previously a recipient of such documents; and (v) the
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1 9. **Subpoena or Request for Confidential Information by Third**
2 **Party.** If any party receiving Confidential Information receives a subpoena, civil
3 investigative demand, or formal request from any governmental agency,
4 governmental office, or other person, they shall provide a copy of such subpoena,
5 demand, or request to the Producing Party within five (5) business days of the
6 receipt of same unless prohibited by law.

7 10. **Inadvertent Production and/or Mistaken Designation.** If a
8 Producing Party through inadvertence or mistake produces Confidential
9 Information without marking it with the “CONFIDENTIAL” or
10 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” designations, or by designating
11 it with an incorrect level of confidentiality, the Producing Party (a) may give
12 written notice to the Receiving Party that the material contains
13 “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY”
14 information and should be treated as such in accordance with the provisions of this
15 Order; and (b) shall, if such notice is given, provide the Receiving Party with
16 substitute copies of the affected documents, marked with the appropriate
17 confidentiality designation, at the expense of the Producing Party. Upon receipt of
18 such notice, and upon receipt of properly marked materials, the Receiving Party
19 and all recipients of such information who are governed by this order shall return
20 all unmarked or misdesignated materials and not retain copies thereof, and must
21 treat such material in accordance with its designation and cooperate in restoring
22 the confidentiality of such material, provided however that the Receiving Party
23 shall not be responsible for the disclosure or other distribution of undesignated or
24 misdesignated material made in accordance with the terms of this Order before the
25 receipt of such notification of a claim of confidentiality (“Pre-Notification
26 Disclosure”) and such Pre-Notification Disclosure shall not be deemed to be a
27 violation of this Protective Order. The inadvertent or mistaken disclosure by a
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1 Producing Party of Confidential Information, regardless of whether the
2 information was so designated at the time of disclosure, shall not be deemed a
3 waiver in whole or in part of a party's claim of confidentiality either as to the
4 specific information disclosed or as to any other information relating thereto or on
5 the same or related subject matter, provided that the Receiving Party is notified
6 and properly marked documents are supplied as provided herein, and except to the
7 extent of a Pre-Notification Disclosure.

8 11. **Improper Designation and Review.** Excessive or blanket
9 designations of Confidential Information, including overprotected designations for
10 any such information, are prohibited, and may render the designator subject to
11 sanctions. Any party may seek review by the Court of any designation of
12 information, documents, materials or testimony as Confidential Information
13 pursuant to this Order and Local Rule 37. The designator shall bear the burden of
14 showing good cause for any challenged designation.

15 12. **Disagreement Regarding Designation.** If a Receiving Party
16 disagrees with any designation made under this Order, the parties shall attempt to
17 resolve their dispute as required by Local Rule 37.1. If the Receiving Party should
18 file a motion seeking review of any such designation, the Receiving Party shall
19 maintain the materials consistent with the Producing Party's designation, until the
20 Court has ruled on the Receiving Party's motion.

21 13. **Unauthorized Disclosure of Confidential Information.** If a
22 Receiving Party learns that, by inadvertence or otherwise, it has disclosed or
23 allowed the disclosure of Confidential Information to any person or in any
24 circumstance not authorized under this Order, the Receiving Party must
25 immediately (a) notify the Producing Party in writing of the unauthorized
26 disclosure(s); (b) use its best efforts to retrieve all copies of the Confidential
27 Information; (c) inform the person or persons to whom unauthorized disclosures

1 were made of all the terms of this Order; and (d) request that such person or
2 persons execute the declaration in the form attached as Exhibit A.

3 14. **Procedure upon Disposition of Action.** Within thirty (30) days
4 following the settlement or termination of this entire action with prejudice, each
5 party shall:

6 a. Return to the Producing Party or destroy all printed or “hard”
7 originals of Confidential Information received from that Producing Party, as
8 well as all printed or “hard” copies thereof. If the Receiving Party elects to
9 destroy printed or “hard” copies of documents or information designated as
10 Confidential Information, it shall certify in writing to the Producing Party
11 that, based on a reasonably diligent review, the Receiving Party has
12 destroyed all such documents in its possession, custody, or control.

13 b. If Confidential Information from a Producing Party is stored or
14 otherwise maintained electronically by the Receiving Party, including but
15 not limited to on an email system or server, an internal document storage
16 program, computer or external hard drive, disk, cloud storage, or other
17 electronic media, the Receiving Party shall take all reasonable steps to
18 delete said Confidential Information to the fullest extent technologically
19 possible and, in any event, render it inaccessible by their representatives,
20 attorneys and staff involved in litigation of this action. Further, as to any
21 electronic versions of Confidential Information existing on backup storage
22 media (including but not limited to backup “tapes” and archived email
23 programs), the parties agree that such electronic copies shall be subject to
24 and deleted pursuant to such Receiving Party’s and counsel’s routine data
25 backup and retention policies, and that the actual permanent deletion of such
26 Confidential Information may occur as such backup media is overwritten or
27 otherwise as part of document deletion procedures in the normal course of
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1 business. The Receiving Party shall not in any event make any attempt to
2 retrieve, restore, review, disseminate, or use the Confidential Information
3 stored on any such backup storage media for any purpose, and must
4 promptly take steps to delete or sequester such Confidential Information if a
5 backup containing such data is ever retrieved or restored for any purpose.

6 c. This paragraph shall not require the Receiving Party or his, her,
7 or its counsel to destroy or return documents or information containing,
8 attaching, or constituting work product, nor shall this paragraph require the
9 destruction of documents filed with the Court or other tribunal for or in this
10 action, hearing or argument transcripts, deposition transcripts, trial
11 transcripts, trial exhibits, discovery requests and written responses,
12 stipulations, or correspondence between counsel for the parties in this
13 litigation, which contain verbatim Confidential Information, set forth the
14 substance of such Confidential Information, or include any deposition
15 testimony or documents designated as Confidential Information, provided
16 however, that the Receiving Party or his, her, or its counsel who retains such
17 documents or information shall maintain them consistent with the provisions
18 of paragraph 6 above.

19 15. **Survival of Terms.** This Order shall remain binding after the
20 conclusion of this case unless otherwise ordered by the Court, and the Court shall
21 retain jurisdiction over all parties bound hereby for the purposes of enforcing this
22 Order. Each individual signing the declaration attached as Exhibit A agrees to be
23 subject to the jurisdiction of this Court for purposes of this Order.

24 16. **Producing Party's Use of Its Own Materials.** Nothing herein shall
25 affect or restrict the rights of any party with respect to its own documents or to the
26 information obtained or developed independently of Confidential Information
27 produced in this action.

1 17. **Effect of Protective Order on Third Parties.** Third parties who are
2 the subject of discovery requests, subpoenas, or depositions in this case may take
3 advantage of the provisions of this Order by providing the Parties with written
4 notice that they intend to comply with and be bound by the terms of this Order.

5 18. **Violation.** Any violation of this Order may be punished by
6 appropriate measures including, without limitation, contempt proceedings and/or
7 monetary sanctions.

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9 IT IS SO STIPULATED BY AND THROUGH COUNSEL OF RECORD.

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11 DATED: May 30, 2018

LAW OFFICE OF ARYEH KAUFMAN

12
13 By: _____ /s/

14 Aryeh Kaufman, Esq.
15 Attorney for Plaintiff

16
17 DATED: May 17, 2018

18
19 By: _____ /s/

20 Benjamin Kiss
21 Attorney for Defendant

22
23 DATED: May 21, 2018

24
25 By: _____ /s/

26 Payam Moradian
27 Attorney for Defendant

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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3 DATED: August 20, 2018



Hon. Jean P. Rosenbluth
Magistrate Judge

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1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

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4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under
6 penalty of perjury that I have read in its entirety and understand the Stipulated
7 Protective Order that was issued by the United States District Court for the
8 Central District of California on [date] in the case of *Virgin Scent, Inc. dba Art
Naturals v. Purest Naturals LLC, et al* U.S.D.C. Case No. 2:17-cv-05194-DSF-
JPR.

9 I agree to comply with and to be bound by all the terms of this Stipulated
10 Protective Order and I understand and acknowledge that failure to so comply
11 could expose me to sanctions and punishment in the nature of contempt. I
12 solemnly promise that I will not disclose in any manner any information or item
13 that is subject to this Stipulated Protective Order to any person or entity except in
14 strict compliance with the provisions of this Order. I further agree to submit to the
15 jurisdiction of the United States District Court for the Central District of
16 California for enforcing the terms of this Stipulated Protective Order, even if such
17 enforcement proceedings occur after termination of this action.

18 I 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
21 with this action or any proceedings related to enforcement of this Stipulated
22 Protective Order.

23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name:

26 Signature: _____