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 11 L.A. GEM & JEWELRY DESIGN, INC.

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

14 L.A. GEM & JEWELRY DESIGN,
 15 INC., a California Corporation,
 16
 17 Plaintiff,

18 v.

19 WEST COAST JEWELRY, INC., a
 20 California Corporation; JF
 21 COLLECTIONS, INC., an Ohio
 22 Corporation; ARI Y. MAHLLER, an
 23 individual; TANYA MAHLLER, an
 24 individual; JOEL FORD, an individual;
 25 MMA INTERNATIONAL, LLC, d/b/a
 26 SILVER STARS COLLECTION; and
 27 DOES 2-10,
 28

Defendants.

Case No.: 2:17-cv-06538 RGK (AGRx)

District: Hon. R. Gary Klausner
 Magistrate: Hon. Alicia G. Rosenberg

STIPULATED PROTECTIVE ORDER

**[DISCOVERY DOCUMENT:
 REFERRED TO MAGISTRATE
 JUDGE ALICIA G. ROSENBERG]**

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1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential, proprietary,
3 or private information for which special protection from public disclosure and from use
4 for any purpose other than prosecuting this litigation may be warranted. Accordingly,
5 the parties hereby stipulate to and petition the Court to enter the following Stipulated
6 Protective Order. The parties acknowledge that this Order does not confer blanket
7 protections on all disclosures or responses to discovery and that the protection it affords
8 from public disclosure and use extends only to the limited information or items that
9 are entitled to confidential treatment under the applicable legal principles. The parties
10 further acknowledge, as set forth in Section 12.4, below, that this Stipulated Protective
11 Order does not entitle them to file confidential information under seal; Civil Local Rule
12 79-5 sets forth the procedures that must be followed and the standards that will be
13 applied when a party seeks permission from the court to file material under seal.

14
15 B. GOOD CAUSE STATEMENT

16 i. Factual Background

17 Plaintiff is in the business of manufacturing, marketing, and selling jewelry.
18 Defendant is an online reseller for jewelry and other accessories. Because of the parties'
19 status as competitors or potential competitors, business information such as supplier lists,
20 customer lists, cost-of-goods sold, pricing, manufacturing agreements, and other, similar
21 information are confidential and must be protected from disclosure, and with highly
22 sensitive information, safeguards are necessary to limit the disclosure of such information
23 to opposing parties and/or other competitors in the market so as to avoid competitive
24 harm.

25 The threshold issues in the complaint center on copyright infringement allegations.
26 Resolution of these issues and damages analysis may require evidence of, but not limited
27 to, customer lists, cost of manufactures, supplier lists, sales data, and channels of trade.

28 ii. The Proposed Protective Order Focuses on the Protection of Commercially

1 Sensitive Business Information

2 Federal Rule Civil Procedure Rule 26(c)(7) permits the grant of a protective order
3 upon a showing of good cause, and provides that the protection of a trade secret or other
4 confidential commercial information is a proper basis for the issuance of a protective
5 order. The party seeking such an order must demonstrate a particular and specific need
6 for the protective order. *Gary v. Rodewald*, 133 F.R.D. 39, 40 (N.D. Cal. 1990).

7 A protective order that focuses on preventing disclosure of particular information,
8 e.g., confidential business information, where disclosure would “likely cause serious
9 harm,” is supported by good cause. *Hayden v. Siemens Medical Systems, Inc.*, 106
10 F.R.D. 551, 556 (S.D.N.Y. 1985). To support a showing of good cause, however, a
11 protective order must be sufficiently tailored in the information it seeks to protect, e.g. by
12 designating certain classes or types of information. *Id.*

13 A “blanket” protective order, as opposed to a broader “umbrella” protective order,
14 “permits the parties to protect the documents that they in good faith believe contain trade
15 secrets or other confidential commercial information. Such protective orders are
16 routinely agreed to by the parties and approved by the courts in commercial litigation,
17 especially in cases between direct competitors.” *Bayer AG and Miles Inc. v. Barr*
18 *Laboratories, Inc.*, 162 F.R.D. 456, 465, (S.D.N.Y. 1995).

19 As competitors or potential competitors, the parties’ proposed protective order was
20 drafted to protect the confidentiality and disclosure of each party’s confidential business
21 information and to provide extra precautions on the disclosure of highly sensitive
22 business information, as defined below, and as balanced against the need and use for such
23 information to prosecute and defend this action. Confidential information, whether
24 designated CONFIDENTIAL or CONFIDENTIAL ATTORNEYS’ EYES ONLY, may
25 be open to challenge by any party, any third party, or the public.

26 2. DEFINITIONS

27 2.1 Action: this pending federal law suit, Case number 2:17-cv-06538.

28 2.2 Challenging Party: a Party or Non-Party that challenges the

1 designation of information or items under this Order.

2 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
3 how it is generated, stored or maintained) or tangible things that qualify for
4 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
5 the Good Cause Statement shall be referred to as “CONFIDENTIAL
6 INFORMATION.” CONFIDENTIAL INFORMATION may be designated as
7 “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY,” as
8 follows:

9 (a) CONFIDENTIAL designation. A party or non-party may designate
10 material CONFIDENTIAL only if it deems that a reasonable basis exists for limiting
11 dissemination of the material under the standards of Rule 26 and that the material
12 contains confidential and/or proprietary commercial information that is not generally
13 available to the public.

14 (b) CONFIDENTIAL-ATTORNEYS’ EYES ONLY designation. A party
15 or non-party may only designate material CONFIDENTIAL-ATTORNEYS’ EYES
16 ONLY if it deems that disclosure of such material to another person or party would be
17 injurious to the commercial interests of the designating entity under the standards of Rule
18 26 and that the material contains highly propriety technical or trade secret or business
19 information so that the risk of improper use or disclosure to another party outweighs the
20 right of that party to review such information.

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
22 their support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless
27 of the medium or manner in which it is generated, stored, or maintained (including,
28 among other things, testimony, transcripts, and tangible things), that are produced or

1 generated in disclosures or responses to discovery in this matter.

2 2.7 Expert: a person with specialized knowledge or experience in a matter
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as
4 an expert witness or as a consultant in this Action.

5 2.8 House Counsel: attorneys who are employees of a party to this Action.
6 House Counsel does not include Outside Counsel of Record or any other outside
7 counsel.

8 2.9 Non-Party: any natural person, partnership, corporation, association, or
9 other legal entity not named as a Party to this action.

10 2.10 Outside Counsel of Record: attorneys who are not employees of a
11 party to this Action but are retained to represent or advise a party to this Action and
12 have appeared in this Action on behalf of that party or are affiliated with a law firm
13 which has appeared on behalf of that party, and includes support staff.

14 2.11 Party: any party to this Action, including all of its officers, directors,
15 employees, consultants, retained experts, and Outside Counsel of Record (and their
16 support staffs).

17 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
18 Discovery Material in this Action.

19 2.13 Professional Vendors: persons or entities that provide litigation support
20 services (e.g., photocopying, videotaping, translating, preparing exhibits or
21 demonstrations, and organizing, storing, or retrieving data in any form or medium)
22 and their employees and subcontractors.

23 2.14 Protected Material: any Disclosure or Discovery Material that is
24 designated as “CONFIDENTIAL.”

25 2.15 Receiving Party: a Party that receives Disclosure or Discovery
26 Material 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 3.1 CONFIDENTIAL INFORMATION which is subject to this Protective
6 Order may be marked and used as trial exhibits by either party, subject to terms and
7 conditions as imposed by the trial court upon application by the designating party.

8 4. DURATION

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

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

26 Mass, indiscriminate, or routinized designations are prohibited. Designations that
27 are shown to be clearly unjustified or that have been made for an improper purpose
28 (e.g., to unnecessarily encumber the case development process or to impose unnecessary

1 expenses and burdens on other parties) may expose the Designating Party to
2 sanctions.

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

6 5.2 Manner and Timing of Designations. Except as otherwise provided in
7 this 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
13 documents, but excluding transcripts of depositions or other pretrial or trial
14 proceedings), that the Producing Party affix at a minimum, the legend
15 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY"
16 (hereinafter "CONFIDENTIAL legend"), to each page that contains protected
17 material. If only a portion or portions of the material on a page qualifies for
18 protection, the Producing Party also must clearly identify the protected portion(s)
19 (e.g., by making appropriate markings in the margins).

20 A Party or Non-Party that makes original documents available for inspection
21 need not designate them for protection until after the inspecting Party has indicated
22 which documents it would like copied and produced. During the inspection and
23 before the designation, all of the material made available for inspection shall be
24 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents
25 it wants copied and produced, the Producing Party must determine which documents,
26 or portions thereof, qualify for protection under this Order. Then, before producing
27 the specified documents, the Producing Party must affix the "CONFIDENTIAL
28 legend" to each page that contains Protected Material. If only a portion or portions

1 of the material on a page qualifies for protection, the Producing Party also must
2 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
3 margins).

4 (b) any and all documents, information, or materials provided by a
5 party for the purpose of settlement discussion prior to the entry of this Order by the
6 Court shall be deemed CONFIDENTIAL-ATTORNEYS' EYES ONLY unless
7 otherwise designated or agreed to, in writing, by the parties. Notwithstanding any
8 other provisions of this Order, no such documents, information, or materials may be
9 disclosed, shared, or otherwise used during any part of this case unless introduced
10 again by the same providing party under this Order.

11 (c) Interrogatory Answers. If a party answering an interrogatory
12 believes in good faith under the criteria set forth in Paragraph 2.3 above that its
13 answer contains CONFIDENTIAL INFORMATION, it shall set forth its answer in a
14 separate document that is produced and designated as CONFIDENTIAL or
15 CONFIDENTIAL-ATTORNEYS' EYES ONLY in the same manner as a produced
16 document under subparagraph 5.2.(a). The answers to interrogatories should make
17 reference to the separately produced document containing the answer, but such
18 document should not be attached to the interrogatories.

19 (d) Deposition Transcripts. Portions of testimony taken at a
20 deposition or conference and any corresponding exhibits may be designated as
21 CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY by making a
22 statement to that effect on the record at the deposition or other proceeding.
23 Arrangements shall be made with the court reporter transcribing such proceeding to
24 separately bind such portions of the transcript containing information designated as
25 CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY and label such
26 portions appropriately. For convenience, if a deposition transcript contains repeated
27 references to CONFIDENTIAL INFORMATION which cannot conveniently be
28 segregated from non-CONFIDENTIAL INFORMATION, the entire transcript may be

1 marked by the reporter as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS'
2 EYES ONLY.

3 A party may also designate information disclosed at a deposition as
4 CONFIDENTIAL and/or CONFIDENTIAL-ATTORNEYS' EYES ONLY by notifying
5 all parties in writing, within 30 days of receipt of the transcript, of the specific pages and
6 lines designated as such. Each party shall attach a copy of such written statement to the
7 face of each transcript in its possession, custody or control. For 30 days after receipt of
8 the transcript, depositions shall be treated as CONFIDENTIAL-ATTORNEYS' EYES
9 ONLY, but after that period any portions not designated as CONFIDENTIAL and/or
10 CONFIDENTIAL-ATTORNEYS' EYES ONLY may be disclosed.

11 (e) Multi-page Documents. A party may designate all pages of an
12 integrated, multi-page document, including a deposition transcript, interrogatory
13 answers, and/or responses to document requests, as CONFIDENTIAL
14 INFORMATION by placing the label specified in subparagraph 2.3 on the first page
15 of the document. If a party wishes to designate only certain portions of an integrated,
16 multi-page document as CONFIDENTIAL INFORMATION, it should designate such
17 portions immediately below the label on the first page of the document and place the
18 label specified in subparagraph 2.3 on each page of the document containing
19 CONFIDENTIAL INFORMATION.

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

26 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate
27 qualified information or items does not, standing alone, waive the right to secure
28 protection under this Protective Order for such material, provided that the designating

1 party promptly notifies the Receiving Party, in writing, of its failure to properly
2 designate the qualified information and corrects the designation after discovery of
3 such inadvertent failure. Upon timely correction of a designation, the Receiving Party
4 must make reasonable efforts to assure that the material is treated in accordance with
5 the provisions of this Order.

6 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

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
13 the Designating Party. Frivolous challenges, and those made for an improper
14 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties)
15 may expose the Challenging Party to sanctions. Unless the Designating Party
16 has waived or withdrawn the confidentiality designation, all parties shall continue
17 to afford the material in question the level of protection to which it is entitled
18 under the Producing Party's 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
25 Receiving Party must comply with the provisions of section 13 below (FINAL
26 DISPOSITION).

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

1 authorized under this Order.

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

6 (a) the parties and officers, directors, and employees (including
7 House Counsel) of the parties, but only to the extent necessary to participate in, assist
8 in and monitor the progress of this Action and for no other purpose;

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

12 (c) the court and its personnel;

13 (d) court reporters and their staff;

14 (e) consultants or experts and their staff who are employed for the
15 purposes this Action and who have signed the “Acknowledgment and Agreement to
16 Be Bound” (Exhibit A);

17 (f) the author, addressees and recipients of any document(s)
18 containing the information who would have had access to such information by virtue
19 of his/her employment, or a custodian or other person who otherwise possessed or
20 knew the information; and for whom disclosure is reasonably necessary,

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

1 as permitted under this Stipulated Protective Order;

2 (h) any mediator or settlement officer, and their supporting
3 personnel, mutually agreed upon by any of the parties engaged in settlement
4 discussions;

5 (i) outside counsel for the parties to this litigation and/or the
6 insurance carriers for the parties to the litigation, including persons working solely in
7 secretarial, clerical, and paralegal capacities, and who are providing assistance to
8 counsel in this Action, and/or claims representatives and/or claims adjustors, upon the
9 condition that such CONFIDENTIAL INFORMATION not be used in policy
10 issuance determinations and be immediately destroyed by the insurance carriers upon
11 completion of the instant litigation;

12 (j) third-parties specifically retained to assist outside counsel in
13 copying, imaging, and/or coding of documents but for that purpose only, provided
14 that all such confidential documents are kept and maintained in a separate and secure
15 place and that the third party retained to copy, image, or code confidential documents
16 is not currently performing any services, either as an employee, consultant, or
17 otherwise for any competitor of either party to this Action or for one having any
18 interest adverse to either party to this Action; and

19 (k) any other person as to whom the parties previously agree in
20 writing.

21 7.3 Disclosure of CONFIDENTIAL – ATTORNEYS’ EYES ONLY
22 Material. Material or documents designated as CONFIDENTIAL – ATTORNEYS’
23 EYES ONLY may be shown to the persons listed in Sections 7.2(b) through (k).

24 7.4 Use of CONFIDENTIAL INFORMATION. Individuals who are
25 authorized to review CONFIDENTIAL INFORMATION pursuant to this Protective
26 Order shall hold the CONFIDENTIAL INFORMATION and its contents in
27 confidence and shall not divulge it, either verbally or in writing, except as expressly
28 permitted by this Protective Order, unless authorized to do so by a further order of

1 this Court or as specifically required by law.

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

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

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

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

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

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

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

25 (a) The terms of this Order are applicable to information produced
26 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such
27 information produced by Non-Parties in connection with this litigation is protected
28 by the remedies and relief provided by this Order. Nothing in these provisions

1 should be construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

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

22 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

23 In the event of disclosure of CONFIDENTIAL INFORMATION other than as
24 authorized in this Protective Order, counsel for the party responsible for the disclosure
25 shall (a) notify in writing all parties of the unauthorized disclosures, (b) make every
26 effort to prevent further disclosure, including using its best efforts to retrieve all
27 unauthorized copies of the Protected Material, (c) inform the person or persons to
28 whom unauthorized disclosures were made of all the terms of this Order, and (d)

1 request such person or persons to execute the “Acknowledgment and Agreement to
2 Be Bound” that is attached hereto as Exhibit A. Upon written stipulation or motion, in
3 accordance with Local Rule 37, the Court may order such further and additional relief
4 as it deems necessary and just.

5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
6 PROTECTED MATERIAL

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

17 12. MISCELLANEOUS

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
19 person to seek its modification by the Court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this
21 Protective Order no Party waives any right it otherwise would have to object to
22 disclosing or producing any information or item on any ground not addressed in this
23 Stipulated Protective Order. Similarly, no Party waives any right to object on any
24 ground to use in evidence of any of the material covered by this Protective Order.

25 12.3 This Protective Order shall be without prejudice to the right of any party:

26 (a) to request re-designation of material as CONFIDENTIAL,
27 CONFIDENTIAL–ATTORNEYS’ EYES ONLY, or neither;

28 (b) upon written stipulation, in accordance with Local Rule 37, to

1 request the Court’s ruling on whether a document or information is
2 CONFIDENTIAL, CONFIDENTIAL–ATTORNEYS’ EYES ONLY Material, or
3 whether its use should be restricted;

4 (c) to present a motion to the Court under FRCP 26(c) for a separate
5 protective order as to any document or information, including restrictions differing
6 from those specified herein. Any challenge to a confidentiality designation shall be
7 initiated pursuant to Local Rule 37 and the burden of persuasion in any such challenge
8 shall be on the party who designated the material as CONFIDENTIAL or
9 CONFIDENTIAL–ATTORNEYS’ EYES ONLY.

10 The Protective Order shall not be deemed to prejudice the parties in any way in
11 any future application for modification of this Protective Order.

12 12.4 Filing Protected Material. Any CONFIDENTIAL INFORMATION (or
13 documents containing CONFIDENTIAL INFORMATION) to be filed with the Court
14 shall be filed under seal pursuant to the procedures set forth in Civil Local Rule 79-5.
15 Protected Material may only be filed under seal pursuant to a court order authorizing
16 the sealing of the specific Protected Material at issue. If a Party's request to file
17 Protected Material under seal is denied by the court, then the Receiving Party may file
18 the information in the public record unless otherwise instructed by the court. The parties
19 agree that exhibits provided to any jury impaneled in this Action shall be provided
20 without the CONFIDENTIAL or CONFIDENTIAL–ATTORNEYS’ EYES ONLY
21 stamp.

22 12.5 Nothing herein shall impose any restriction on the use or disclosure by a
23 party of material:

24 (a) obtained lawfully by a party hereto other than through discovery in
25 this Action, from a person who, to the best of such party’s knowledge, was not at the time
26 such materials were obtained by such party under a duty (contractual or otherwise) to
27 maintain such materials in confidence; and

28 (b) that is public knowledge or became public knowledge after disclosure

1 under this Protective Order (other than through an act or omission or a person receiving
2 material under this Protective Order).

3 12.6 Custody. All Receiving Parties of CONFIDENTIAL material and
4 information under this Protective Order shall maintain such material and information
5 secured and shall exercise the same standard of care with respect to storage, custody, use
6 and dissemination of the material as they exercise for their own proprietary information,
7 but in no event shall the standard be less than that of a reasonable person.

8 13. FINAL DISPOSITION

9 After the final disposition of this Action, as defined in paragraph 4, each
10 Receiving Party must assemble and return all Protected Material to the Producing
11 Party or destroy such material. As used in this subdivision, "all Protected Material"
12 includes all copies, abstracts, compilations, summaries, and any other format
13 reproducing or capturing any of the Protected Material. Notwithstanding this
14 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
15 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
16 deposition and trial exhibits, expert reports, attorney work product, and consultant
17 and expert work product, even if such materials contain Protected Material. Any such
18 archival copies that contain or constitute Protected Material remain subject to this
19 Protective Order as set forth in Section 4 (DURATION).

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

23
24 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

25 DATED: March 9, 2018

26 /s/ Milord A. Keshishian

27 Milord A. Keshishian
28 Attorneys for Plaintiff,
L.A. GEM & JEWELRY DESIGN, INC.

1 DATED: March 9, 2018

2 /s/ Bill Cobb

3 Bill Cobb

4 Erica J. Van Loon

5 Jenny Lee Smith

6 Brittany Elias

7 Attorneys for Defendant,

8 MMA INTERNATIONAL, LLC DBA

9 SILVER STARS COLLECTION

10 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

11 DATED: March 9, 2018

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13 Honorable Alicia G. Rosenberg

14 United States Magistrate Judge

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Attestation Pursuant to L.R. 5-4.3.4(a)(2)(i)

I hereby attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

Dated: March 9, 2018

/s/ Milord A. Keshishian
Milord A. Keshishian
Attorneys for Plaintiff,
L.A. GEM & JEWELRY DESIGN, INC.

MILORD & ASSOCIATES, P.C.
10517 West Pico Boulevard
Los Angeles, California 90064
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1 EXHIBIT A

2 ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

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4 I, _____, [print or type full name], of
5 _____, [print or type full address], declare
6 under 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 Central
8 District of California on [date] in the case of *L.A. Gem & Jewelry Design, Inc. v. West*
9 *Coast Jewelry, Inc., et al.*, Case No. 2:17-cv-06538 RGK (AGRx). I agree to comply
10 with and to be bound by all the terms of this Stipulated Protective Order and I
11 understand and acknowledge that failure to so comply could expose me to sanctions
12 and punishment in the nature of contempt. I solemnly promise that I will not disclose
13 in any manner any information or item that is subject to this Stipulated Protective
14 Order to any person or entity except in strict adherence with the provisions of this
15 Order. I further agree to submit to the jurisdiction of the United States District Court
16 for 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 or
19 type full name] of _____ [print or type
20 full address and telephone number] as my California agent for service of process in
21 connection with this action or any proceedings related to enforcement of this
22 Stipulated Protective Order.

23 Date: _____

24 City and State where sworn and signed: _____

25
26 Printed name: _____

27 Signature: _____

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