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7 *Deckers Outdoor Corporation*

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10
11 DECKERS OUTDOOR)
12 CORPORATION, a Delaware)
Corporation,)

13 Plaintiff,

14 v.

15 FOREVER LINK INTERNATIONAL,)
16 INC., a California Corporation; STEP UP)
INTERNATIONAL, INC., a California)
17 Corporation; SHOE WHATEVER LLC, a)
California Limited Liability Company; JJF)
18 SHOES, an unknown business entity; and)
DOES 1-10, inclusive,)

19 Defendants.
20

21 [RELATED COUNTERCLAIMS]
22
23

CASE NO. 2:17-cv-07146-RGK (SKx)

**STIPULATED PROTECTIVE
ORDER**

**[Discovery Document: Referred to
Magistrate Judge Steve Kim]**

24 **1. A. PURPOSES AND LIMITATIONS**

25 Discovery in this action is likely to involve production of confidential,
26 proprietary, or private information for which special protection from public disclosure
27 and from use for any purpose other than prosecuting this litigation may be warranted.
28 Accordingly, the parties hereby stipulate to and petition the Court to enter the

1 following Stipulated Protective Order. The parties acknowledge that this Order does
2 not confer blanket protections on all disclosures or responses to discovery and that the
3 protection it affords from public disclosure and use extends only to the limited
4 information or items that are entitled to confidential treatment under the applicable
5 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
6 that this Stipulated Protective Order does not entitle them to file confidential
7 information under seal; Civil Local Rule 79-5 sets forth the procedures that must
8 be followed and the standards that will be applied when a party seeks permission from
9 the court to file material under seal.

10 **B. GOOD CAUSE STATEMENT**

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

1 not be part of the public record of this case.

2 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**
3 **SEAL**

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

9 There is a strong presumption that the public has a right of access to judicial
10 proceedings and records in civil cases. In connection with non-dispositive motions,
11 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
12 *Cnty of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*,
13 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Elecs., Inc.*, 187
14 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good cause
15 showing), and a specific showing of good cause or compelling reasons with proper
16 evidentiary support and legal justification, must be made with respect to Protected
17 Material that a party seeks to file under seal. The parties' mere designation of
18 Disclosure or Discovery Material as CONFIDENTIAL or HIGHLY CONFIDENTIAL
19 does not—without the submission of competent evidence by declaration, establishing
20 that the material sought to be filed under seal qualifies as confidential, privileged, or
21 otherwise protectable—constitute good cause.

22 Further, if a party requests sealing related to a dispositive motion or trial, then
23 compelling reasons, not only good cause, for the sealing must be shown, and the relief
24 sought shall be narrowly tailored to serve the specific interest to be protected. *See*
25 *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item
26 or type of information, document, or thing sought to be filed or introduced under seal
27 in connection with a dispositive motion or trial, the party seeking protection must
28 articulate compelling reasons, supported by specific facts and legal justification, for the

1 requested sealing order. Again, competent evidence supporting the application to file
2 documents under seal must be provided by declaration.

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

9 **2. DEFINITIONS**

10 2.1 Action: this pending federal lawsuit.

11 2.2 Challenging Party: a Party or Non-Party that challenges the designation
12 of information or items under this Order.

13 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
14 how it is generated, stored or maintained) or tangible things that qualify for protection
15 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
16 Statement.

17 2.4 “HIGHLY CONFIDENTIAL - ATTORNEYS EYES ONLY”
18 Information or Items: information that contains or discloses information that it in good
19 faith believes to be extremely commercially sensitive or would provide a competitive
20 advantage to competitors or compromise or jeopardize the Designating Party’s
21 business interests if disclosed.

22 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
23 support staff).

24 2.6 Designating Party: a Party or Non-Party that designates information or
25 items that it produces in disclosures or in responses to discovery as
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY.”

27 2.7 Disclosure of Discovery Material: all items or information, regardless of
28 the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or
2 generated in disclosures or responses to discovery in this matter.

3 2.8 Expert: a person with specialized knowledge or experience in a matter
4 pertinent to the litigation who has been retained by a Party or its Counsel to serve as an
5 expert witness or consultant in this Action.

6 2.9 House Counsel: attorneys who are employees of a Party to this Action.
7 House Counsel does not include Outside Counsel of Record or any other outside
8 counsel.

9 2.10 Non-Party: any natural person, partnership, corporation, association, or
10 other legal entity not named as a Party to this action.

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

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

18 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

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

24 2.15 Protected Material: any Disclosure or Discovery Material that is
25 designated as “CONFIDENTIAL” and/or “HIGHLY CONFIDENTIAL –
26 ATTORNEYS EYES ONLY.”

27 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
28 from a Producing Party.

1 **3. SCOPE**

2 The protections conferred by this Stipulated Protective Order cover not only
3 Protected Material (as defined above), but also (a) any information copied or extracted
4 from Protected Material; (b) all copies, excerpts, summaries, or compilations of
5 Protected Material; and (c) any testimony, conversations, or presentations by Parties or
6 their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the trial
8 judge. This Stipulate Protective Order does not govern the use of Protected Material at
9 trial.

10 **4. DURATION**

11 Once a case proceeds to trial, information that was designated as
12 CONFIDENTIAL or HIGHLY CONFIDENTIAL, or maintained pursuant to this
13 Stipulated Protective Order which is used or introduced as an exhibit at trial becomes
14 public and will be presumptively available to all members of the public, including the
15 press, unless compelling reasons supported by specific factual findings to proceed
16 otherwise are made to the trial judge in advance of the trial. *See Kamakana v. City and*
17 *County of Honolulu*, 447 F.3d at 1172, 1180-81 (9th Cir. 2006) (distinguishing “good
18 cause” showing for sealing documents produced in discovery from “compelling
19 reasons” standard when merits-related documents are part of court record).

20 Accordingly, the terms of this Stipulated Protective Order do not extend beyond the
21 commencement of the trial.

22 **5. DESIGNATING PROTECTED MATERIAL**

23 5.1 Exercise of Restraint and Care in Designating Material for Protection.

24 Each Party or Non-Party that designates information or items for protection under this
25 Stipulated Protective Order must take care to limit any such designation to specific
26 material that qualifies under the appropriate standards. The Designating Party must
27 designate for protection only those parts of material, documents, items, or oral or
28 written communications that qualify so that other portions of the material, documents,

1 items, or communications for which protection is not warranted are not swept
2 unjustifiably within the ambit of this Stipulated Protective Order.

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

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

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

16 Designation in conformity with this Order requires:

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

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

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

9 (b) for testimony given in depositions that the Designating Party
10 identify the Disclosure or Discovery Material on the record, before the close of the
11 deposition all protected testimony. Failure of counsel to designate testimony or
12 exhibits at a deposition, however, shall not waive the protected status of the testimony
13 or exhibits. Counsel may designate specific testimony or exhibits as Protected
14 Material within fifteen (15) calendar days after receiving the transcript of the
15 deposition or fifteen (15) calendar days after the date on which this Stipulated
16 Protective Order becomes effective, whichever occurs later. If Counsel for the
17 deponent or Party fails to designate the transcript or exhibits as Protected Material
18 within the above-described fifteen (15) calendar day period, any Party shall be entitled
19 to treat the transcript or exhibits as non-Confidential Material. For purposes of this
20 Paragraph, this Stipulated Protective Order shall be deemed effective on the date this
21 stipulation is filed with the court.

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

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
28 failure to designate qualified information or items does not, standing alone, waive the

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

5 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
10 resolution process under Local Rule 37-1 *et seq.*

11 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
12 joint stipulation pursuant to Local Rule 37-2.

13 6.4 The burden of persuasion in any such challenge proceeding shall be on the
14 Designating Party. Frivolous challenges, and those made for an improper purpose
15 (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may
16 expose the Challenging Party to sanctions. Unless the Designating Party has waived or
17 withdrawn the confidentiality designation, all parties shall continue to afford the
18 material in question the level of protection to which it is entitled under the Producing
19 Party's designation until the Court rules on the challenge.

20 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

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

28

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

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

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

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

13 (c) Experts (as defined in this Stipulated Protective Order) of the
14 Receiving Party to whom disclosure is reasonably necessary for this Action and who
15 have signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A);

16 (d) the court and its personnel;

17 (e) court reporters and their staff;

18 (f) Professional vendors;

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

22 (h) the author or recipient of a document containing the information or
23 a custodian or other person who otherwise possessed or knew the information;

24 (i) during their depositions, witnesses, and attorneys for witnesses, in
25 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
26 party requests that the witness sign the “Acknowledgement and Agreement to Be
27 Bound” (Exhibit A); and (2) they will not be permitted to keep any confidential
28 information unless they sign the “Acknowledgment and Agreement to Be Bound”

1 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.
2 Pages of transcribed deposition testimony or exhibits to depositions that reveal
3 Protected Material may be separately bound by the court reporter and may not be
4 disclosed to anyone except as permitted under this Stipulated Protective Order; and
5 (j) any mediator or settlement officer, and their supporting personnel,
6 mutually agreed upon by any of the Parties engaged in settlement discussions.

7 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS EYES
8 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
9 writing by the Designating Party, a Receiving Party may disclose any information or
10 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY” only to:

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

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

17 (c) the court and its personnel;

18 (d) court reporters and their staff;

19 (e) Professional Vendors;

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

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

25 (h) during their depositions, witnesses, and attorneys for witnesses, in
26 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
27 party requests that the witness sign the “Acknowledgment and Agreement to Be
28 Bound” (Exhibit A); and (2) they will not be permitted to keep any confidential

1 information unless they sign the “Acknowledgment and Agreement to Be Bound”
2 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.
3 Pages of transcribed deposition testimony or exhibits to depositions that reveal
4 Protected Material may be separately bound by the court reporter and may not be
5 disclosed to anyone except as permitted under this Stipulated Protective Order; and
6 any mediator or settlement officer, and their supporting personnel, mutually agreed
7 upon by any of the parties engaged in settlement discussions.

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

10 If a Party is served with a subpoena or a court order issued in other litigation that
11 compels disclosure of any Protected Material that Party must:

12 (a) promptly notify in writing the Designating Party, and such
13 notification shall include a copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the subpoena or
15 order to issue in the other litigation that some or all of the material covered by the
16 subpoena or order is subject to this Stipulated Protective Order, and such notification
17 shall include a copy of this Stipulated Protected Order; and

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

20 If the Designating Party timely seeks a protective order, the Party served with
21 the subpoena or court order shall not produce any Protected Material before a
22 determination by the court from which the subpoena or order issued, unless the Party
23 has obtained the Designating Party’s permission. The Designating Party shall bear the
24 burden and expense of seeking protection in the court of its confidential material and
25 nothing in these provisions should be construed as authorizing or encouraging a
26 Receiving Party in this Action to disobey lawful directive from another court.

27 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
28 **PRODUCED IN THIS LITIGATION**

1 (a) The terms of this Stipulated Protective Order are applicable to
2 information produced by a Non-Party in this Action and designated as Protected
3 Material. Such information produced by Non-Parties in connection with this litigation
4 is protected by the remedies and relief provided by this Order. Nothing in these
5 provisions should be construed as prohibiting a Non-Party from seeking additional
6 protections.

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

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

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

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

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

27 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

28 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed

1 Protected Material to any person or in any circumstance not authorized under this
2 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
3 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to
4 retrieve all unauthorized copies of the Protected Material, (c) inform the person or
5 persons to whom unauthorized disclosures were made of all the terms of this Order,
6 and (d) request such person or persons to execute the “Acknowledgment and
7 Agreement to Be Bound” that is attached hereto as Exhibit A.

8 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
9 **PROTECTED MATERIAL**

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

20 **12. MISCELLANEOUS**

21 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
22 person to seek its modification by the Court in the future.

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

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

7 **13. FINAL DISPOSITION**

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

26 **14. VIOLATION**

27 Any violation of this Stipulated Protective Order may be punished by
28 appropriate measures including, without limitation, contempt proceedings and/or

1 monetary sanctions.

2 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

3
4 DATED: April 10, 2018

BLAKELY LAW GROUP

5
6 By: /s/ Jessica C. Covington
7 Brent H. Blakely
8 Jessica C. Covington
Attorneys for Plaintiff
Deckers Outdoor Corporation

9 DATED: April 10, 2018

GRANT, GENOVESE & BARATTA, LLP

10
11 By: /s/ Jason S. Roberts
12 Jason S. Roberts
13 *Attorneys for Defendant*
Forever Link International, Inc.

14 DATED: April 10, 2018

INHOUSE CO.

15
16 By: /s/ Theodore S. Lee
17 Alexander Chen
18 Theodore S. Lee
Attorneys for Defendants
Step Up International, Inc., Shoe
Whatever LLC, and JJF Shoes

19
20
21 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

22
23 DATED: April 10, 2018

24 

25
26 HON. STEVE KIM
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [print or type full name], of _____
5 [print or type full address], declare under penalty of perjury that I have read in its
6 entirety and understand the Stipulated Protective Order that was issued by the United
7 States District Court for the Central District of California in the case of *Deckers*
8 *Outdoor Corporation et al.*, No. 2:17-cv-07146-RGK (SKx). I agree to comply with
9 and to 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 Protective Order to any
13 person or entity except in strict compliance with the provisions of this Order.

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

22
23 Date: _____

24 City and State where sworn and signed: _____

25
26 _____
27 Printed Name

26 _____
27 Signature