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9 **UNITED STATES DISTRICT COURT**
 10 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

11 Mark E. Minarik d/b/a MINARIK
 12 GUITARS, a California individual

Case No.: 2:17- cv-07368-RJC

13
 14 Plaintiff,

**STIPULATED PROTECTIVE
 ORDER**

15 vs.

16
 17 S7G-USA, LLC d/b/a STRICTLY 7
 18 GUITARS, an Ohio Limited Liability
 19 Company, and JAMES LEWIS, an
 20 Ohio individual

21 Defendants
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1 WHEREAS, during the course of the above-captioned action (“Action”),
2 Plaintiff Mark E. Minarik, d/b/a MINARIK GUITARS (“Plaintiff”) and
3 Defendant S7G-USA, LLC d/b/a STRICTLY 7 GUITARS and Defendant James
4 Lewis (collectively “Defendants”), intend to produce, or seek the production of,
5 documents and data that may contain, without limitation, sensitive, non-public,
6 personal, proprietary, confidential, business or professional information, including
7 but not limited to trade secrets, customer and pricing lists and other valuable
8 research, development, designs, commercial, financial, or technical information for
9 which special protection from public disclosure and from use for any purpose other
10 than prosecution of this Action is warranted.

11 WHEREAS those documents and data normally would not be revealed to
12 third parties, and disclosure of documents and data containing this sort of
13 confidential, proprietary or sensitive information could be highly prejudicial to a
14 party disclosing these documents and data and/or to other third parties; and
15 WHEREAS this matter having come before the Court by stipulation of the Parties,
16 for the entry of a protective order limiting the review, copying, disclosure,
17 dissemination, and filing of Confidential and Highly Confidential Materials (as
18 defined herein) to be produced by either Plaintiff or Defendants and their
19 respective counsel or by any Non-Party in connection with this Action to the extent
20 set forth below; and the Parties, by, between, and among their respective counsel,
21 having stipulated and agreed to the terms set forth herein, and good cause having
22 been shown for a protective order which will expedite the flow of information,
23 facilitate the prompt resolution of disputes over confidentiality, protect information
24 the Parties are entitled to keep confidential, ensure that the Parties are permitted
25 reasonable necessary uses of such Material in preparation for and in the conduct of
26 trial, address their handling at the end of the litigation, and serve the ends of
27 justice.

28 Accordingly, IT IS hereby ORDERED that:

1 **1. Definitions.** As used herein, these terms shall have the following meanings:

- 2 a) Challenging Party: a Party or Non-Party that challenges the designation
3 of information or items under this Stipulation.
- 4 b) Counsel: Outside Counsel of Record and House Counsel (as well as their
5 respective support staffs and contract attorneys working with them), as
6 those terms are defined herein.
- 7 c) Designating Party: a Party or Non-Party that designates information or
8 items that it produces in the course of this Action as “Confidential” or
9 “Highly Confidential”, as those terms are defined herein.
- 10 d) Expert: a person with specialized knowledge or experience in a matter
11 pertinent to the litigation who has been retained by a Party or Counsel to
12 serve as an expert witness or as a consultant in this Action.
- 13 e) House Counsel: attorneys who are employees of a Party to this Action.
14 House Counsel does not include Outside Counsel of Record or any other
15 outside counsel.
- 16 f) Material: all items or information, including documents and data,
17 regardless of the medium or manner in which it is generated, stored, or
18 maintained (including, among other things, electronically stored
19 information, testimony, transcripts, and tangible things), that are
20 produced or generated in disclosures or responses to discovery in this
21 matter or otherwise produced or exchanged or disclosed in connection
22 with this Action.
- 23 g) Non-Party: any natural person, partnership, corporation, association or
24 other legal entity not named as a Party to this Action.
- 25 h) Outside Counsel of Record: attorneys who are not employees of a Party
26 to this Action but are retained to represent or advise a Party to this Action
27 and have appeared in this Action on behalf of that Party or are affiliated
28 with a law firm that has appeared on behalf of that Party, as well as any

1 clerical, paralegal and other staff, and any contract attorneys, all of whom
2 are working under the direct supervision of such attorneys.

- 3 i) Party: any named party to this Action, including all of its officers,
4 directors, employees, agents, consultants, retained experts, parents,
5 successors, affiliates and assigns, and Outside Counsel of Record, as that
6 term is defined herein.
- 7 j) Producing Party: a Party or Non-Party that produces Material in this
8 Action.
- 9 k) Professional Vendors: persons or entities that provide litigation support
10 services (e.g., photocopying, videotaping, translating, preparing exhibits
11 or demonstrations, and organizing, storing, or retrieving data in any form
12 or medium) and their employees and subcontractors.
- 13 l) Protected Material: any Material that is designated as “Confidential” or
14 “Highly Confidential” in accordance with the terms of this Order.
- 15 m) Receiving Party: a Party that receives Material from a Producing Party.
- 16 n) Stipulation: the instant Stipulated Protective Order so ordered by the
17 Court.

18 2. **Applicability of Order.** This Stipulation governs all Material produced or
19 generated or otherwise disclosed in connection with this Action by any of
20 the following: (i) the Parties; (ii) House Counsel; (iii) Outside Counsel of
21 Record; (iv) any other person, including but not limited to any Expert
22 retained by the Parties or Counsel, who agrees to be bound by the terms of
23 this Stipulation; (v) any person or entity who has been asked, or is otherwise
24 required, whether by operation of a subpoena or otherwise, to produce
25 documents and/or information in connection with this Action; and (vi) all
26 persons to whom Protected Material is shown.

27 3. **Exercise of Restraint and Care in Designating Material for Protection.**

28 Each Party or Non-Party that designates information or items for protection

1 under this Stipulation must take care to limit any such designation to specific
2 Material that qualifies under the appropriate standards. Mass,
3 indiscriminate, or routinized designations are prohibited.

4 **4. Designation of Material as “Confidential”.** Either Party may designate as
5 “Confidential” any Material produced, generated, disclosed or exchanged in
6 the course of this Action under any or all of the following circumstances: (i)
7 when the Party believes, in good faith, that the Material contains sensitive,
8 personal, or proprietary information, including but not limited to, trade
9 secrets, research, design, development, financial, technical, marketing,
10 planning, personal or commercial information; and/or (ii) when the Material
11 otherwise normally would not be revealed to third parties; and/or (iii) when
12 the Party in possession of the Material received or otherwise possesses the
13 Material subject to confidentiality obligations, including without limitation,
14 a confidentiality agreement; and/or (iv) when the Party in possession of the
15 Material otherwise believes in good faith that the Material is entitled to
16 protection under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure.

17 **5. Designation of Material as “Highly Confidential”.** Either Party may
18 designate as “Highly Confidential” any Material produced, generated or
19 exchanged in the course of this Action when such Party believes that such
20 Material contains trade secrets or other highly confidential, proprietary,
21 business, financial, regulatory or strategic information, including but not
22 limited to non-public product design and testing information, or other
23 strategic information or trade secrets, such as business plans, technical data,
24 and non-public designs, the disclosure of which would cause a substantial
25 risk of competitive harm or other business injury to the Designating Party.

26 **6. Use of Protected Material.** Protected Material may be used only for the
27 purpose of preparing for this Action and in connection with this Action,
28 including any appeals, and not for any other purpose whatsoever.

1 Confidential Material and Highly Confidential Material must not be given,
2 shown, made available, or communicated in any way to anyone except as
3 permitted or otherwise provided in this Order. For the avoidance of doubt,
4 Confidential Material and Highly Confidential Material may not be used in
5 connection with any other litigation, including, but not limited to, any
6 litigation brought by one Party against the other Party, unless expressly
7 authorized in writing by the Designating Party or such Party's Outside
8 Counsel of Record. Notwithstanding the foregoing, nothing contained in
9 this Stipulation shall prevent the use of Confidential Material or Highly
10 Confidential Material at any trial, conference, hearing or deposition in this
11 Action, subject always to the provisions of this Stipulation, nor shall it
12 prevent a Designating Party from disclosing that Material as that Party
13 deems appropriate.

14 **7. Persons Authorized To Receive Confidential Material.** Confidential
15 Material may not be disclosed, shown, summarized, described, characterized
16 or otherwise communicated or made available in whole or in part to any
17 person or entity, directly or indirectly, other than to the following persons or
18 entities and only for the purposes stated above:

- 19 (a) Outside Counsel of Record;
20 (b) The Court (and any appellate court) including court personnel, jurors
21 and alternate jurors, and court reporters or stenographers to the extent
22 necessary to record the court proceedings and depositions in this Action;
23 (c) The Parties, including House Counsel, officers, directors, agents and
24 employees of the Parties, who are working directly on the litigation with or
25 under the direction of Outside Counsel of Record, and to whom it is
26 necessary that the Confidential Material be shown for purposes of this
27 Action only;
28

1 (d) Professional Vendors retained by Counsel in this Action, to the extent
2 reasonably necessary to prepare for discovery and trial in this Action;

3 (e) Experts, employed or engaged by the Parties or Counsel in this
4 Action, but solely for the purpose of assisting in the preparation of this
5 litigation for discovery and/or trial;

6 (f) Witnesses and/or Experts testifying at any deposition, hearing or the
7 trial of this Action, provided however, that: (i) the Confidential Material
8 may be disclosed to such persons only in preparation for, review of, or in the
9 course of his or her testimony; (ii) subject to the foregoing, the only
10 Confidential Material that may be disclosed to such persons is Confidential
11 Material that is relevant to such person's testimony; and (iii) such persons
12 may not retain the Confidential Material, whether before or after such
13 person's testimony has concluded; and

14 (g) Any other person as agreed to by the Parties or upon order of the
15 Court.

16 **8. Persons Authorized To Receive Highly Confidential Material.** Highly
17 Confidential Material may not be disclosed, shown, summarized, described,
18 characterized or otherwise communicated or made available in whole or in
19 part to any person or entity, directly or indirectly, other than to the following
20 persons or entities and only for the purposes stated above:

21 (a) Outside Counsel of Record;

22 (b) The Court (and any appellate court) including court personnel, jurors
23 and alternate jurors, and court reporters or stenographers to the extent
24 necessary to record the court proceedings and depositions in this Action;

25 (c) Professional Vendors retained by Counsel in this Action, to the extent
26 reasonably necessary to prepare for discovery and trial in this Action;

1 (d) Experts, employed or engaged by the Parties or Counsel in this
2 Action, but solely for the purpose of assisting in the preparation of this
3 litigation for discovery and/or trial in this Action;

4 (e) For purposes of preparing for testimony, witnesses at trial or
5 deponents in this Action who, on the face of the Highly Confidential
6 Material, appear to have authored or received the Material; provided,
7 however, that a person who may be shown Highly Confidential Material
8 solely by virtue of this subparagraph, shall not be permitted to retain copies
9 of such Highly Confidential Material;

10 (f) Any other person as agreed to by the Parties or upon order of the
11 Court.

12 **9. Agreement Must Be Signed Prior To Disclosure.** Counsel for a Producing
13 Party must advise each Receiving Party (other than the Court) that is given
14 access to Protected Material, in accordance with the terms of this Stipulation
15 that: (i) such Material is being disclosed subject to the terms of this
16 Stipulation; and (ii) unless otherwise permitted by this Stipulation, such
17 Protected Material may not, for any reason, be shown or provided to any
18 other person or entity or be used for any purpose other than for purposes of
19 this Action. Furthermore, before any person specified in Paragraphs 7(c)-(g)
20 and Paragraphs 8(c)-(f) is given access to Confidential Material or Highly
21 Confidential Material, such person must agree in writing (in the form set
22 forth in Exhibit A annexed hereto) to be bound by the provisions of this
23 Stipulation. Outside Counsel of Record for the Producing Party must retain
24 a copy of that executed writing.

25 **10. Notice to Non-Parties.** Any Party issuing a subpoena to a Non-Party shall
26 enclose a copy of this Stipulation with a request that, within ten (10)
27 calendar days, the Non-Party either request the protection of this Stipulation
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1 or notify the issuing Party that the Non-Party does not need the protection of
2 this Stipulation or wishes to seek different protection.

3 **11. Usage of Confidential or Highly Confidential Material At Depositions.**

4 This Stipulation shall not preclude Counsel from using during any
5 deposition in this Action any Protected Material, designated as such, under
6 the terms hereof. Any court reporter and deposition witness who is given
7 access to Protected Material shall, prior thereto, be provided with a copy of
8 this Stipulation and shall execute the certificate annexed hereto as Exhibit A.
9 Counsel for the Party obtaining the certificate shall supply a copy to Counsel
10 for the other Party. Notwithstanding the foregoing, Counsel for any
11 Producing Party shall have the right to exclude from depositions any person
12 who is not authorized by this Stipulation to receive Protected Material, but
13 only during periods of examination or testimony directed to or comprising or
14 discussing information that is Confidential or Highly Confidential.

15 **12. Designating Confidential Material or Highly Confidential Material.**

16 Confidential Material or Highly Confidential Material may be designated as
17 follows:

18 (a) **Documents:** With respect to documents or other materials (apart from
19 depositions or other pre-trial testimony), a Producing Party may designate
20 them in accordance with this Stipulation by affixing the legend
21 “Confidential” or “Highly Confidential” on each page preceding the
22 document, or if not practicable, on the first page of the document. Instead of
23 marking originals of documents, the Parties may mark the copies that are
24 produced. If only a portion of the Material on a page qualifies for
25 protection, the Producing Party also must clearly identify the protected
26 portion(s) (e.g., by making appropriate markings in the margins). In the case
27 of documents produced by a Non-Party to this Action, Counsel may
28 designate them as “Confidential” or “Highly Confidential” by notifying all

1 Outside Counsel of Record in writing of those documents which are to be
2 stamped and treated as “Confidential” and/or “Highly Confidential” at any
3 time up to thirty (30) days after actual receipt of those documents by
4 Counsel for the Designating Party.

5 (b) **Deposition and Other Pre-Trial Testimony:** With respect to
6 depositions or other pre-trial testimony, designations of those portions of the
7 transcript (including exhibits) that contains or relates to Confidential
8 Material or Highly Confidential Material may be made by indicating on the
9 record at the deposition or other proceeding that the testimony is subject to
10 the provisions of the Stipulation. Either Party also may designate
11 information or testimony revealed or disclosed at a deposition or other
12 proceeding “Confidential” or “Highly Confidential” by notifying Outside
13 Counsel of Record for the other Party in writing no later than twenty-one
14 (21) days after receipt of the draft transcript, of the specific pages and lines
15 of the transcript that are to be designated “Confidential” or “Highly
16 Confidential”. All deposition testimony (including notes of the testimony)
17 must be treated as “Highly Confidential” during such twenty-one (21) day
18 period. The Parties may stipulate, at their option, that the entire transcript
19 and exhibits be marked and treated as “Confidential” or “Highly
20 Confidential”.

21 (c) **Written Discovery Responses.** With respect to written discovery
22 responses, designation of such responses that contain or relate to
23 Confidential Material or Highly Confidential Material may be made by
24 indicating in the response that the information is “Confidential” or “Highly
25 Confidential” and is subject to the provisions of this Stipulation.

26 (d) **Non-Written Materials.** Any non-written Confidential Material or
27 Highly Confidential Material (e.g., videotape, audio tape, computer or
28 computer disk or other digital Material, etc.) may be designated as such by

1 labeling the outside of such non-written Material designated as
2 “Confidential” or “Highly Confidential.” In the event a Receiving Party
3 generates any “hard copy” transcription or printout from any such
4 designated non-written Materials, the Party who generates such “hard copy”
5 transcription shall be responsible for maintaining the confidentiality of such
6 Materials.

7 (e) **Oral Arguments or Representations.** Should the need arise for any
8 of the Parties or Counsel to disclose Confidential Material or Highly
9 Confidential Material during any hearing or trial before the Court, including
10 through argument or the presentation of evidence, such Party may do so only
11 after taking such steps as the Court, upon motion of the Producing Party,
12 shall deem necessary to preserve the confidentiality of such Confidential
13 Material or Highly Confidential Material. In the event that any Confidential
14 Material or Highly Confidential Material is used in any court proceeding in
15 connection with this Action, it does not lose its Confidential or Highly
16 Confidential designation through that use, and the Parties must take all steps
17 reasonably required to protect its confidentiality during that use.

18 **13. Filing of Confidential Material or Highly Confidential Material.**

19 Without written permission from the Producing Party or a court order, a
20 Party may not file in the public record in this Action any Confidential
21 Material or Highly Confidential Material. The Parties shall comply with
22 Local Rule 79-5 when seeking to file Protected Material under seal. The
23 Party desiring to place any Protected Material before the Court shall lodge
24 the information in a sealed envelope along with an application to file the
25 papers or the portion thereof containing Confidential or Highly Confidential
26 Material under seal and a copy of a Proposed Order Sealing Documents.
27 Said envelope shall be endorsed with the title of the Action, an indication of
28 the nature of the contents of such sealed envelope, the identity of the Party

1 filing the Materials, the phrase “Confidential Material” or “Highly
2 Confidential Material,” and a statement substantially in the following form:

3
4 THIS ENVELOPE CONTAINS MATERIAL SUBJECT TO A
5 PROTECTIVE ORDER ENTERED IN THIS ACTION. IT IS NOT TO BE
6 OPENED NOR ARE ITS CONTENTS TO BE DISPLAYED, REVEALED
7 OR MADE PUBLIC, EXCEPT BY ORDER OF THE COURT, UNLESS
8 THE COURT ORDERS THAT IT NOT BE FILED, IT SHALL BE FILED
9 UNDER SEAL.

10
11 Additionally, within seven (7) days from the date that the papers (or portions
12 thereof) were filed under seal consistent with the above procedures, the
13 Party who filed the papers under seal also shall file in the public record a
14 version of the papers that has been redacted to omit the Confidential
15 Material or Highly Confidential Material (or any references thereto).

16 **14. Application of Designations To Derivative Materials.** Designation of
17 Material as “Confidential” or “Highly Confidential” applies with equal force
18 to the information contained in such Material, as well as to any copies,
19 excerpts, summaries, extracts, quotations, paraphrases, notes, lists,
20 memoranda, indices, or compilations prepared or based on an examination
21 of Confidential Material or Highly Confidential Material.

22 **15. Inadvertent Disclosure.** The inadvertent failure to designate Material as
23 Confidential or Highly Confidential does not constitute a waiver of such
24 claim and may be remedied by prompt supplemental written notice upon
25 discovery of the inadvertent disclosure. Any document or information or
26 other Material that may contain Confidential Material or Highly Confidential
27 Material that has been inadvertently produced without the appropriate
28 designation as provided for in this Stipulation, may be so designated by the

1 Party asserting the Confidentiality or Highly Confidential privilege by
2 written notice to Outside Counsel of Record for the Receiving Party, that
3 identifies the Material as “Confidential Material” or “Highly Confidential
4 Material” within a reasonable time following the discovery that the Material
5 has been inadvertently produced without such designation. Once identified,
6 the designation of any such Material as “Confidential” or “Highly
7 Confidential” shall apply with equal force and effect as if the Material
8 always carried such a designation and the Receiving Party shall exercise
9 good faith efforts to ensure that copies it makes of Material produced to it,
10 and copies made by others who obtained such Material directly or indirectly
11 from the Receiving Party, include the appropriate confidentiality legend, and
12 treat the Material in accordance with the terms of this Stipulation for
13 Material so designated. Furthermore, the unintentional disclosure by a
14 Producing Party of Confidential Material or Highly Confidential Material,
15 regardless of whether the Material was designated as “Confidential” or
16 “Highly Confidential” at the time of production, is not a waiver of that
17 Party’s claim of confidentiality, either as to the specific information
18 disclosed or as to any other related information.

19 **16. Protected Materials Ordered Subpoenaed or Ordered Produced in**

20 **Other Actions.** Should a Party in possession of Protected Material receive a
21 subpoena or judicial or administrative demand from a Non-Party to this
22 Action (hereinafter “Demand”), whether from a governmental authority or
23 otherwise, seeking production or other disclosure of such Protected Material,
24 such Party shall immediately, and not later than ten (10) days from the date
25 of receipt of the subpoena or demand, give written notice to Counsel for the
26 Party or Non-Party who produced the Protected Material, identifying the
27 Materials sought and enclosing a copy of the subpoena or demand. Upon
28 such notification, it shall be the duty of the Party who designated the

1 Material as “Confidential Material” or “Highly Confidential Material” to
2 seek relief from the appropriate court or other adjudicative body to prevent
3 disclosure of the Material or obtain any other protection desired with respect
4 to such Protected Material. Unless the Party who originally designated the
5 Material as “Confidential” or “Highly Confidential” obtains an order
6 directing that the Demand not be complied with, and serves such order upon
7 the Party receiving the Demand prior to the time production is due pursuant
8 to the Demand, the Party receiving the Demand shall be permitted to
9 produce Materials responsive to the Demand on the Demand response date.
10 Compliance by the Party receiving any such Demand with any order
11 directing production pursuant to the Demand of any Confidential Material or
12 Highly Confidential Material shall not constitute a violation of this
13 Stipulation. Nothing in this Stipulation shall be construed as authorizing a
14 Party to disobey a lawful subpoena issued in another action or proceeding.

15 **17. Challenging Designation of Materials.** Neither Party concedes that any
16 Material designated by the other has been properly designated. In the event
17 that either Party disagrees at any stage of these proceedings with the
18 designation by the other Party of any Material as “Confidential” or “Highly
19 Confidential”, a Receiving Party may challenge the propriety of the
20 designation by providing to the Designating Party a writing which briefly: (i)
21 identifies with reasonable particularity the Materials which are the subject of
22 the challenge; and (ii) describes the basic legal or factual grounds for the
23 challenge, and the Parties shall attempt in good faith to settle the dispute
24 without Court intervention. Once a challenge is made and this writing is
25 received by a Designating Party, the Designating Party will bear the burden
26 of initiating and conducting a sufficient meet and confer in accordance with
27 Local Rule 37-1. If the dispute cannot be resolved by the Parties, the
28 Challenging Party may seek appropriate relief from the Court. The Material

1 at issue shall continue to be treated as “Confidential” or “Highly
2 Confidential” until the issue has been finally adjudicated by the Court.

3 **18.No Prejudice.** Agreeing to be bound by this Stipulation, agreeing to and/or
4 producing or receiving Confidential Material or Highly Confidential
5 Material or otherwise complying with the terms of this Stipulation shall not:
6 (i) prejudice in any way the rights of the Parties to object to the production
7 of documents they consider not subject to discovery, or operate as an
8 admission by any Party that the restrictions and procedures set forth herein
9 constitute adequate protection for any particular information deemed by any
10 Party to be Confidential Material or Highly Confidential Material; (ii)
11 prejudice in any way the rights of any Party to object to the authenticity or
12 admissibility into evidence of any document, testimony or other evidence
13 subject to this Stipulation; (iii) prejudice in any way the rights of a Party to
14 seek a determination by the Court whether any Confidential Material or
15 Highly Confidential Material should be subject to the terms of this
16 Stipulation; (iv) prejudice in any way the rights of a Party to petition the
17 Court for a protective order relating to any purportedly confidential
18 information; (v) prevent a Producing Party from authorizing disclosure of its
19 own Confidential Material or Highly Confidential Material to any party; or
20 (vi) prevent a Party from stating additional objections to the production of
21 documents or information, or asserting any other grounds that may exist to
22 prevent disclosure of documents or information.

23 **19.No Admission.** The designation of Material as “Confidential” or “Highly
24 Confidential”, including the decision whether to so designate Material,
25 cannot be used against the Designating Party as an admission of any issue in
26 this Action or in any other action.

27 **20.No Waiver of Privilege.** If a Producing Party discovers that it inadvertently
28 disclosed Materials that are protected from disclosure under the attorney-

1 client privilege, work product doctrine, and/or any other applicable privilege
2 or immunity from disclosure (collectively, the “Inadvertently Disclosed
3 Material”) and promptly notifies any Receiving Party of such inadvertent
4 disclosure, the inadvertent disclosure shall not be deemed a waiver of the
5 applicable privilege or protection, and the Receiving Party shall not use any
6 such Inadvertently Disclosed Material for any purpose unless so ordered by
7 the Court. Upon receipt of such notification of an inadvertent disclosure, the
8 Receiving Party shall promptly return all Inadvertently Disclosed Material to
9 such Producing Party, or destroy all copies of such Inadvertently Disclosed
10 Material, and shall provide a certification to counsel for the Producing Party
11 acknowledging that all Inadvertently Disclosed Materials have been returned
12 and all copies of any such Inadvertently Disclosed Material have been
13 destroyed. If any Party disputes the privilege claim (an “Objecting Party”),
14 that Objecting Party shall notify the Producing Party of the dispute and the
15 basis therefore in writing within thirty (30) days of receipt of the request for
16 the return of the Inadvertently Disclosed Material. The Parties thereafter
17 shall meet and confer in good faith regarding the disputed claim within thirty
18 (30) days. In the event that the Parties do not resolve their dispute, the
19 Producing Party may bring a motion for a determination of whether a
20 privilege applies. If such motion is made, the Producing Party shall submit
21 to the Court for *in camera* review under seal a copy of the disputed
22 Materials in connection with its motion papers. The submission to the Court
23 shall not constitute a waiver of any privilege or protection. The Producing
24 Party must preserve the Materials claimed to be privileged or otherwise
25 protected until the claim is resolved.

26 **21. Conclusion of Litigation.** Upon final conclusion of this Action, each Party
27 or other individual subject to the terms of this Stipulation shall be under an
28 obligation to either: (i) assemble and return to Counsel for a Designating

1 Party all originals and unmarked copies of Protected Materials; or (ii)
2 destroy all aforementioned items, at Outside Counsel of Record for the
3 Designating Party's election. In the event that the Designating Party elects
4 for the destruction of all physical objects and documents, a Receiving Party
5 shall certify in writing within sixty (60) days of the final termination of this
6 Action that it has undertaken its best efforts to destroy such physical objects
7 and documents, and that such physical objects and documents have been
8 destroyed to the best of its knowledge. Notwithstanding anything to the
9 contrary, Outside Counsel of Record for the Parties may retain one copy of
10 documents constituting work product, a copy of pleadings, motion papers,
11 discovery responses, deposition transcripts and deposition and trial exhibits.

12 **22. Advice Based On Discovery Material Allowed.** Nothing in this
13 Stipulation shall bar or otherwise restrict Counsel from rendering advice to
14 his or her client with respect to this Action and, in the course of rendering
15 advice, referring to or relying generally on the examination of Confidential
16 Material or Highly Confidential Material; provided, however, that, in
17 rendering such advice and in otherwise communicating with his or her
18 client, Counsel shall not disclose the contents of any Confidential Material
19 or Highly Confidential Material produced by another Party if that disclosure
20 would be contrary to the terms or spirit of this Stipulation.

21 **23. Redaction Allowed.** Any Producing Party may redact, from the Materials it
22 produced, matter that the Producing Party claims is subject to attorney-client
23 privilege, work product immunity, a legal prohibition against disclosure, or
24 any other privilege or immunity. The Producing Party shall mark each thing
25 where matter has been redacted with a legend stating "REDACTED," as
26 appropriate, or a comparable notice. Where a document consists of more
27 than one page, at least each page on which information has been redacted
28

1 shall be so marked. The Producing Party shall preserve an unredacted
2 version of each such document.

3 **24.Modifications Permissible With Permission.** Either Party, on reasonable
4 notice to the others, may ask the Court to modify or supplement the terms of
5 this Stipulation for good cause.

6 **25.Protective Order Remains In Force.**This Stipulation shall survive the
7 termination of and shall continue to be binding after the conclusion of this
8 Action except that a Party may seek the written permission of the Producing
9 Party or further order of the Court with respect to dissolution or modification
10 of the Stipulation.

11 **26.Violations of Stipulated Protective Order.** In the event that any person or
12 Party should violate the terms of this Stipulation, the aggrieved Producing
13 Party should apply to the Court to obtain relief against any such person or
14 Party violating or threatening to violate any of the terms of this Stipulation.
15 In the event that the aggrieved Producing Party seeks injunctive relief, it
16 must petition the district judge for such relief, which may be granted at the
17 sole discretion of the district judge. The Parties and any other person subject
18 to the terms of this Stipulation agree that this Court shall retain jurisdiction
19 over it and them for the purpose of enforcing this Stipulation. In addition to
20 an injunction, any violation of this Stipulation may be punished by
21 appropriate measures including, without limitation, contempt proceedings
22 and/or monetary sanctions and/or any other remedy that the Court deems just
23 and proper.

24 PURSUANT TO STIPULATION, IT IS SO ORDERED.

25
26 DATED: May 16, 2018



27
28 _____
Hon. Judge Manuel L. Real

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

3 DATED: May 15, 2018
4

5 /s/ Rolando J. Tong

6 Rolando J. Tong, CSB # 216836

7 roland@rtlawoffices.com

8 Law Offices of Roland Tong, PC

9 7700 Irvine Center Drive, Suite 800

10 Irvine, CA 92618

11 Telephone: 949-298-4081

12 *Attorneys for Plaintiff*
13

14 DATED: May 15, 2018
15

16 /s/ Brian K. Brookey

17 Brian K. Brookey, CSB #149522

18 brian.brookey@tuckerellis.com

19 Steven E. Lauridsen, CSB # 246364

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21 Tucker Ellis LLP

22 515 South Flower Street, Forty-Second Floor

23 Los Angeles, CA 90071

24 Telephone: 213.430.3400

25 *Attorneys for Defendants*
26

27 Attestation Under Local Rule 5-4.34(a)(2)(i)
28

All signatories listed above, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

EXHIBIT A

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

Mark E. Minarik d/b/a MINARIK
GUITARS, a California individual

Plaintiff,

vs.

S7G-USA, LLC d/b/a STRICTLY 7
GUITARS, an Ohio Limited Liability
Company, and JAMES LEWIS, an
Ohio individual
Defendants

Case No.: 2:17- cv-07368-RJC

**ACKNOWLEDGEMENT AND
AGREEMENT TO BE BOUND**

1 I, _____, state that:

2 1. My address is

3 _____.

4 2. I have received a copy of the Stipulated Protective Order (the “Stipulation”)
5 entered in the above-entitled action on _____, 2018.

6 3. I have carefully read the Stipulation and understand the terms contained
7 therein.

8 4. I will comply with all of the provisions of the Stipulation.

9 5. I will hold in confidence and will not disclose to anyone not qualified under
10 the Stipulation, and will use only for purposes of this action, any
11 Confidential Material or Highly Confidential Material that is disclosed to
12 me.

13 6. I will return all Confidential Material or Highly Confidential Material that
14 comes into my possession, and documents or things that I have prepared
15 relating thereto, to counsel for the party by whom I am employed or
16 retained, or to counsel from whom I received the Material.

17 7. I hereby submit to the jurisdiction of this Court for the purpose of
18 enforcement of the Stipulation in the above-captioned action.

19
20 City and State Where Sworn and Signed: _____

21
22 Dated: _____

23
24 By: _____