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14 **UNITED STATES DISTRICT COURT**
 15 **CENTRAL DISTRICT OF CALIFORNIA**
 16

17
 18 THE HONEST COMPANY, INC. a
 Delaware corporation,
 19
 20 Plaintiff,

21 vs.

22 JAKKS PACIFIC, INC., a Delaware
 corporation,
 23
 24 Defendant.

Case No. 2:17-cv-08072-PSG (AGR)
 [Assigned to Hon. Philip S. Gutierrez]

**STIPULATED PROTECTIVE
 ORDER**

Original Complaint Filed:
 November 3, 2017

1 1. A. PURPOSES AND LIMITATIONS

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

15 B. GOOD CAUSE STATEMENT

16 The parties to this case may need to produce sensitive trade secrets,
 17 customer and pricing lists and other valuable research, development, commercial,
 18 financial, technical and/or proprietary information for which special protection
 19 from public disclosure and from use for any purpose other than prosecution of this
 20 action is warranted. Such confidential and proprietary materials and information
 21 consist of, among other things, confidential business or financial information,
 22 including marketing/strategic plans and sales information, information regarding
 23 confidential business practices, or other confidential research, development, or
 24 commercial information, information otherwise generally unavailable to the public,
 25 or which may be privileged or otherwise protected from disclosure under state or
 26 federal statutes, court rules, case decisions, or common law. While such material
 27 may be relevant to this litigation, it may be damaging if competitors, licensees, or
 28 others have full access to it. Accordingly, to expedite the flow of information, to

1 facilitate the prompt resolution of disputes over confidentiality of discovery
 2 materials, to adequately protect information the parties are entitled to keep
 3 confidential, to ensure that the parties are permitted reasonable necessary uses of
 4 such material in preparation for and in the conduct of trial, to address their
 5 handling at the end of the litigation, and serve the ends of justice, a protective order
 6 for such information is justified in this matter. It is the intent of the parties that
 7 information will not be designated as confidential for tactical reasons and that
 8 nothing be so designated without a good faith belief that it has been maintained in
 9 a confidential, non-public manner, and there is good cause why it should not be
 10 part of the public record of this case.

11 2. DEFINITIONS

12 2.1 Action: this pending federal lawsuit.

13 2.2 Challenging Party: a Party or Non-Party that challenges the
 14 designation of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
 16 how it is generated, stored or maintained) or tangible things that the Producing
 17 Party believes in good faith to qualify for protection under Federal Rule of Civil
 18 Procedure 26(c).

19 2.4 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” Information or
 20 Items: information (regardless of how it is generated, stored or maintained) or
 21 tangible things that the Producing Party believes in good faith to include private,
 22 proprietary, or personal information that has not been made generally available to
 23 the public, and is highly sensitive such that its disclosure would harm a Party’s
 24 competitive position and give the other Party or a Non-Party an unfair competitive
 25 advantage over that Party.

26 2.5 Counsel: Outside Counsel of Record and In-House Counsel (as well
 27 as their support staff).

28 2.6 Designating Party: a Party or Non-Party that designates information or

1 items that it produces in disclosures or in responses to discovery as
2 “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”

3 2.7 Disclosure or Discovery Material: all items or information, regardless
4 of the medium or manner in which it is generated, stored, or maintained (including,
5 among other things, testimony, transcripts, and tangible things), that are produced
6 or generated in disclosures or responses to discovery in this matter.

7 2.8 Expert: a person with specialized knowledge or experience in a matter
8 pertinent to the litigation who has been retained by a Party or its counsel to serve
9 as an expert witness or as a consultant in this Action. Prior to the disclosure of any
10 Protected Material to an Expert, the Party seeking to make such disclosure must
11 provide the Designating Party with a writing that (a) identifies the Expert, (b)
12 attaches a copy of the Expert’s current curriculum vitae, (c) lists the Expert’s
13 current business or consulting affiliations, (d) lists each person or entity from
14 whom the Expert has received compensation or funding for work in his or her
15 areas of expertise or to whom the expert has provided professional services,
16 including in connection with a litigation, at any time during the preceding five (5)
17 years, and (e) identifies (by name and number of the case, filing date, and location
18 of court) any litigation in connection with which the Expert has offered expert
19 testimony, including through a declaration, report, or testimony at a deposition or
20 trial, during the preceding five (5) years (“Identification”).

21 The Designating Party shall have five (5) business days from receipt of the
22 Identification to object to the disclosure of its Protected Material to the identified
23 Expert. The objection must be made for good cause and in writing, stating with
24 particularity the reasons for the objection. Failure to provide such a written
25 objection within the five (5) business day period constitutes agreement as to
26 disclosure.

27 A Party seeking to disclose Protected Material to an Expert that receives a
28 timely written objection pursuant to this section shall meet and confer with the

1 Designating Party (through direct voice to voice dialogue, whether carried out
2 telephonically or in person) to try and resolve the matter by agreement within five
3 (5) business days. If no agreement is reached, the Party seeking to disclose
4 Protected Material to the Expert may move the Court to resolve the matter. There
5 shall be no disclosure of Protected Material to an Expert unless the Designating
6 Party agrees to such disclosure (including by failing to timely object as set forth
7 herein), or the Court has ordered such disclosure.

8 This section does not alter or affect the disclosure requirements governing
9 the use of testifying experts as provided in the Federal Rules of Civil Procedure,
10 and the Parties hereby affirm that they will fully comply with all such
11 requirements.

12 2.9 In-House Counsel: attorneys who are employees of a party to this
13 Action. In-House Counsel does not include Outside Counsel of Record or any
14 other outside counsel.

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

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

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

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

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

1 and their employees and subcontractors.

2 2.15 Protected Material: any Disclosure or Discovery Material that is
 3 designated as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES
 4 ONLY.”

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

7 3. SCOPE

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

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

15 4. DURATION

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

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Exercise of Restraint and Care in Designating Material for Protection.
 26 Each Party or Non-Party that designates information or items for protection under
 27 this Order must take care to limit any such designation to specific material that
 28 qualifies under the appropriate standards. The Designating Party must designate for

1 protection only those parts of material, documents, items, or oral or written
2 communications that qualify so that other portions of the material,
3 documents, items, or communications for which protection is not warranted are not
4 swept unjustifiably within the ambit of this Order.

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

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

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

19 Designation in conformity with this Order requires:

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

28 A Party or Non-Party that makes original documents available for

1 inspection need not designate them for protection until after the inspecting Party
2 has indicated which documents it would like copied and produced. During the
3 inspection and before the designation, all of the material made available for
4 inspection shall be deemed “CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”
5 After the inspecting Party has identified the documents it wants copied and
6 produced, the Producing Party must determine which documents, or portions
7 thereof, qualify for protection under this Order. Then, before producing the
8 specified documents, the Producing Party must affix the appropriate
9 “CONFIDENTIALITY Legend” to each page that contains Protected Material. If
10 only a portion or portions of the material on a page qualifies for protection, the
11 Producing Party also must clearly identify the protected portion(s) (e.g., by making
12 appropriate markings in the margins).

13 (b) for testimony given in depositions that the Designating Party
14 identify the Disclosure or Discovery Material on the record, before the close of the
15 deposition all protected testimony.

16 (c) for information produced in some form other than documentary
17 and for any other tangible items, that the Producing Party affix in a prominent
18 place on the exterior of the container or containers in which the information is
19 stored the appropriate “CONFIDENTIALITY Legend.” If only a portion or
20 portions of the information warrants protection, the Producing Party, to the extent
21 practicable, shall identify the protected portion(s).

22 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
23 failure to designate qualified information or items does not, standing alone, waive
24 the Designating Party’s right to secure protection under this Order for such
25 material. Upon timely correction of a designation, the Receiving Party must make
26 reasonable efforts to assure that the material is treated in accordance with the
27 provisions of this Order.

28 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

1 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 2 designation of confidentiality at any time that is consistent with the Court’s
 3 Scheduling Order.

4 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 5 resolution process under Civil Local Rule 37-1 et seq.

6 6.3 The burden of persuasion in any such challenge proceeding shall be
 7 on the Designating Party. Frivolous challenges, and those made for an improper
 8 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
 9 parties) may expose the Challenging Party to sanctions. Unless the Designating
 10 Party has waived or withdrawn the confidentiality designation, all parties shall
 11 continue to afford the material in question the level of protection to which it is
 12 entitled under the Producing Party’s designation until the Court rules on the
 13 challenge.

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

15 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 16 disclosed or produced by another Party or by a Non-Party in connection with this
 17 Action only for prosecuting, defending, or attempting to settle this Action. Such
 18 Protected Material may be disclosed only to the categories of persons and under
 19 the conditions described in this Order. When the Action has been terminated, a
 20 Receiving Party must comply with the provisions of Section 13 below (FINAL
 21 DISPOSITION).

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

25 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
 26 otherwise ordered by the court or permitted in writing by the Designating Party, a
 27 Receiving Party may disclose any information or item designated
 28 “CONFIDENTIAL” only to:

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

4 (b) the officers, directors, and employees (including In-House
 5 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
 6 this Action;

7 (c) Experts (as defined in this Order) of the Receiving Party to whom
 8 disclosure is reasonably necessary for this Action and who have signed the
 9 “Acknowledgment and Agreement to Be Bound” (Exhibit A), subject to the
 10 procedure regarding disclosure of Protected Material set forth in Section 2.8
 11 herein;

12 (d) the court and its personnel;

13 (e) court reporters and their staff;

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

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

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

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

3 7.3 Disclosure of “CONFIDENTIAL-ATTORNEYS’ EYES ONLY”
 4 Information or Items. Unless otherwise ordered by the court or permitted in writing
 5 by the Designating Party, a Receiving Party may disclose any information or item
 6 designated “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” only to:

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

10 (b) Experts (as defined in this Order) of the Receiving Party to whom
 11 disclosure is reasonably necessary for this Action and who have signed the
 12 “Acknowledgment and Agreement to Be Bound” (Exhibit A), subject to the
 13 procedure regarding disclosure of Protected Material set forth in Section 2.8
 14 herein;

15 (c) the court and its personnel;

16 (d) court reporters and their staff;

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

20 (f) the author or recipient of a document containing the information or
 21 a custodian or other person who otherwise possessed or knew the information;

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

1 be separately bound by the court reporter and may not be disclosed to anyone
 2 except as permitted under this Stipulated Protective Order; and

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

5 Notwithstanding the foregoing, the Parties may mutually agree in writing to
 6 allow one or more identified employees of the Receiving Party to access
 7 information or items designated “CONFIDENTIAL-ATTORNEYS’ EYES
 8 ONLY” subject to the conditions, restrictions, and obligations set forth in this
 9 Protective Order and any other agreed upon conditions, restrictions, and
 10 obligations on a case by case basis without having to seek leave of court.

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

13 If a Party is served with a subpoena or a court order issued in other litigation
 14 that compels disclosure of any information or items designated in this Action
 15 as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY,” that
 16 Party must:

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

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

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

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

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

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

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

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

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

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

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

26 (c) If the Non-Party fails to seek a protective order from this court
 27 within 14 days of receiving the notice and accompanying information, the
 28 Receiving Party may produce the Non-Party’s confidential information responsive

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

7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

17 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
18 PROTECTED MATERIAL

19 When a Producing Party gives notice to Receiving Parties that certain
20 inadvertently produced material is subject to a claim of privilege or other
21 protection, the obligations of the Receiving Parties are those set forth in Federal
22 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
23 whatever procedure may be established in an e-discovery order that provides for
24 production without prior privilege review. Pursuant to Federal Rule of Evidence
25 502(d) and (e), the inadvertent disclosure of a communication or information
26 covered by the attorney-client privilege or work product protection does not effect
27 a waiver in connection with the Action or any other federal or state proceeding.

28 12. MISCELLANEOUS

1 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
2 person to seek its modification by the Court in the future.

3 12.2 Right to Assert Other Objections. By stipulating to the entry of this
4 Protective Order no Party waives any right it otherwise would have to object to
5 disclosing or producing any information or item on any ground not addressed in
6 this Stipulated Protective Order. Similarly, no Party waives any right to object on
7 any ground to use in evidence of any of the material covered by this Protective
8 Order.

9 12.3 Filing Protected Material. A Party that seeks to file under seal any
10 Protected Material must comply with Civil Local Rule 79-5. Protected Material
11 may only be filed under seal pursuant to a court order authorizing the sealing of the
12 specific Protected Material at issue. If a Party's request to file Protected Material
13 under seal is denied by the court, then the Receiving Party may file the information
14 in the public record unless otherwise instructed by the court.

15 13. FINAL DISPOSITION

16 After the final disposition of this Action, as defined in Section 4
17 (DURATION), each Receiving Party must return all Protected Material to the
18 Producing Party or destroy such material. As used in this subdivision, "all
19 Protected Material" includes all copies, abstracts, compilations, summaries, and
20 any other format reproducing or capturing any of the Protected Material. Whether
21 the Protected Material is returned or destroyed, the Receiving Party must submit a
22 written certification to the Producing Party (and, if not the same person or entity, to
23 the Designating Party) by the 60th day after the final disposition of this Action that
24 (1) identifies (by category, where appropriate) all the Protected Material that was
25 returned or destroyed and (2) affirms that the Receiving Party has not retained any
26 copies, abstracts, compilations, summaries or any other format reproducing or
27 capturing any of the Protected Material. Notwithstanding this provision, Counsel
28 are entitled to retain an archival copy of all pleadings, motion papers, trial,

1 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
2 and trial exhibits, expert reports, attorney work product, and consultant and expert
3 work product, even if such materials contain Protected Material. Any such archival
4 copies that contain or constitute Protected Material remain subject to this
5 Protective Order as set forth in Section 4 (DURATION).

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

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10 DATED: January 17, 2018

RUSS, AUGUST & KABAT
Irene Y. Lee
Jean Y. Rhee

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13

By: /s/ Irene Y. Lee
Irene Y. Lee
Attorneys for Plaintiff The Honest
Company, Inc.

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16 DATED: January __, 2018

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By: _____
Michael Dwyer, SVP, Legal
Attorney for Defendant JAKKS
Pacific, Inc.

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22 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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25 DATED: January 22, 2018

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Alicia G. Rosenberg
Hon. Alicia G. Rosenberg
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *The Honest Company, Inc. v. Jakks Pacific, Inc.*, 2:17-cv-08072-PSG (AGR). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____