

1 RUSS, AUGUST & KABAT  
 Irene Y. Lee, State Bar No. 213625  
 2 E-mail: ilee@raklaw.com  
 Jean Y. Rhee, State Bar No. 234916  
 3 E-mail: jrhee@raklaw.com  
 Paul A. Kroeger, (SBN 229074)  
 4 E-mail: pkroeger@raklaw.com  
 5 12424 Wilshire Boulevard, 12<sup>th</sup> Floor  
 Los Angeles, California 90025  
 6 Telephone: (310) 826-7474  
 Facsimile: (310) 826-6991

7 Attorneys for Plaintiff  
 8 Galatea Jewelry Corporation

9 VEATCH CARLSON, LLP  
 KEVIN R. LUSSIER, State Bar No. 143821  
 10 *klussier@veatchfirm.com*  
 KIM DOROTHY ASHLEY, State Bar No. 253160  
 11 *kashley@veatchfirm.com*  
 1055 Wilshire Boulevard, 11th Floor  
 12 Los Angeles, California 90017  
 Telephone: (213) 381-2861  
 13 Facsimile: (213) 383-6370

14 FROSS ZELNICK LEHRMAN & ZISSU, P.C.  
 JOHN P. MARGIOTTA (*admitted pro hac vice*)  
 15 *jmargiotta@fzlz.com*  
 LAURA POPP-ROSENBERG (*admitted pro hac vice*)  
 16 *lpopp-rosenberg@fzlz.com*  
 4 Times Square, 17th Floor  
 17 New York, New York 10036  
 Telephone: (212) 813-5900  
 18 Facsimile: (212) 813-5901

19 Attorneys for Defendants Swarovski North  
 America Limited, Swarovski Retail Ventures  
 20 Ltd., and Swarovski Digital Business USA Inc.

21  
 22 **UNITED STATES DISTRICT COURT**  
 23 **CENTRAL DISTRICT OF CALIFORNIA**

24 GALATEA JEWELRY  
 25 CORPORATION, a California  
 26 corporation,

27 Plaintiff,

28 v.

**Case No.: 2:17-cv-08737-AB-JEM**  
 [Assigned to Hon. André Birotte Jr.]

**STIPULATION AND ~~PROPOSED~~  
 PROTECTIVE ORDER**

Complaint Filed: 12/4/17

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SWAROVSKI NORTH AMERICA  
LIMITED, a Rhode Island corporation;  
SWAROVSKI RETAIL VENTURES  
LTD., a Rhode Island corporation; and  
SWAROVSKI DIGITAL BUSINESS  
USA INC., a Rhode Island corporation,  
  
Defendants.

Trial Date: None Set

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, defending, or  
5     settling this litigation may be warranted. Accordingly, the parties hereby stipulate to  
6     and petition the Court to enter the following Protective Order (“Order”). The parties  
7     acknowledge that this Order does not confer blanket protections on all disclosures  
8     or responses to discovery and that the protection it affords from public disclosure  
9     and use extends only to the limited information or items that are entitled to  
10    confidential treatment under the applicable legal principles. The parties further  
11    acknowledge, as set forth in Section 12.3, below, that this Order does not entitle  
12    them 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 party  
14    seeks permission from the court to file material under seal.

15            B.     GOOD CAUSE STATEMENT

16            The parties to this Action 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 from  
19    public disclosure and from use for any purpose other than the prosecution, defense,  
20    or settlement of this Action is warranted. Such confidential and proprietary materials  
21    and information may consist of, among other things, confidential business or  
22    financial information, or other confidential research, development, or commercial  
23    information, information regarding confidential business practices, information  
24    otherwise generally unavailable to the public, or which may be privileged or  
25    otherwise protected from disclosure under state or federal statutes, court rules, case  
26    decisions, or common law, including specifically, customer lists, marketing/strategic  
27    plans, financial information, and product design documents. While such material  
28    may be relevant to this litigation, it may be damaging if competitors, licensees, or

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

12 2. DEFINITIONS

13 2.1 Action: this pending federal lawsuit.

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

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
17 how it is generated, stored or maintained) or tangible things that the Producing Party  
18 believes in good faith to qualify for protection under Federal Rule of Civil Procedure  
19 26(c).

20 2.4 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” Information or  
21 Items: information (regardless of how it is generated, stored or maintained) or  
22 tangible things that the Producing Party believes in good faith to include private,  
23 proprietary, personal, or trade secret (as such term is defined in California Civil Code  
24 § 3426.1<sup>1</sup>) information that has not been made generally available to the public, and  
25

26  
27 <sup>1</sup> California Civil Code § 3426.1 provides that trade secret “means information,  
28 including a formula, pattern, compilation, program, device, method, technique, or  
process, that: (1) Derives independent economic value, actual or potential, from not  
being generally known to the public or to other persons who can obtain economic

1 is highly sensitive such that its disclosure would harm a Party's competitive position  
2 and give the other Party or a Non-Party an unfair competitive advantage over that  
3 Party.

4       2.5 Counsel: Outside Counsel of Record and In-House Counsel (as well as  
5 the respective support staffs thereof).

6       2.6 Designating Party: a Party or Non-Party that designates information or  
7 items that it produces in disclosures or in responses to discovery as  
8 "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS' EYES ONLY."

9       2.7 Disclosure or Discovery Material: all items or information, regardless  
10 of the medium or manner in which it is generated, stored, or maintained (including,  
11 among other things, testimony, transcripts, and tangible things), that are produced or  
12 generated in disclosures or responses to discovery in this matter.

13       2.8 Expert: a person with specialized knowledge or experience in a matter  
14 pertinent to the litigation who has been retained by a Party or its Counsel to serve as  
15 an expert witness or as a consultant in this Action and who is not employed by, was  
16 not employed by, is not anticipated to be employed in the next twelve (12) months  
17 by, and is not otherwise affiliated with any Party.

18       2.9 In-House Counsel: attorneys who are employees of a party to this  
19 Action. In-House Counsel does not include Outside Counsel of Record or any other  
20 outside counsel.

21       2.10 Non-Party: any natural person, partnership, corporation, association, or  
22 other legal entity not named as a Party to this action.

23       2.11 Outside Counsel of Record: attorneys who are not employees of a party  
24 to this Action but are retained to represent or advise a party to this Action and have  
25 appeared in this Action on behalf of that party or are affiliated with a law firm which  
26 has appeared on behalf of that party, and includes support staff.

27 \_\_\_\_\_  
28 value from its disclosure or use; and (2) Is the subject of efforts that are reasonable  
under the circumstances to maintain its secrecy."

1           2.12 Party: any party to this Action, including all of its officers, directors,  
2 employees (including In-House Counsel), consultants, Experts, and Outside Counsel  
3 of Record (and the respective support staffs thereof).

4           2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
5 Discovery Material in this Action.

6           2.14 Professional Vendors: persons or entities that provide litigation support  
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
9 and their employees and subcontractors.

10          2.15 Protected Material: any Disclosure or Discovery Material that is  
11 designated as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES  
12 ONLY.”

13          2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
14 from a Producing Party.

15        3.    SCOPE

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

21           Notwithstanding the foregoing, this order does not govern the use of Protected  
22 Material at trial, and any use of Protected Material at trial shall be governed by the  
23 orders of the trial judge.

24        4.    DURATION

25           Even after final disposition of this litigation, the confidentiality obligations  
26 imposed by this Order shall remain in effect until a Designating Party agrees  
27 otherwise in writing or a court order otherwise directs. Final disposition shall be  
28 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with

1 or without prejudice; and (2) final judgment herein after the completion and  
2 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
3 including the time limits for filing any motions or applications for extension of time  
4 pursuant to applicable law.

5 **5. DESIGNATING PROTECTED MATERIAL**

6 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

7 Each Party or Non-Party that designates information or items for protection under  
8 this Order must take care to limit any such designation to specific material that  
9 qualifies under the appropriate standards. The Designating Party must designate for  
10 protection only those parts of material, documents, items, or oral or written  
11 communications that qualify so that other portions of the material, documents, items,  
12 or communications for which protection is not warranted are not swept unjustifiably  
13 within the ambit of this Order.

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

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

22 **5.2 Manner and Timing of Designations.** Except as otherwise provided in  
23 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise  
24 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
25 under this Order must be clearly so designated before the material is disclosed or  
26 produced.

27 Designation in conformity with this Order requires:

28 (a) for information in documentary form (e.g., paper or electronic

1 documents, but excluding transcripts of depositions or other pretrial or trial  
2 proceedings), that the Producing Party affix at a minimum, the legend  
3 “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” as  
4 appropriate (hereinafter “CONFIDENTIALITY Legend”), to each page that  
5 contains Protected Material. If only a portion or portions of the material on a page  
6 qualifies for protection, the Producing Party also must clearly identify the protected  
7 portion(s) (e.g., by making appropriate markings in the margins).

8 A Party or Non-Party that makes original documents available for  
9 inspection need not designate them for protection until after the inspecting Party has  
10 indicated which documents it would like copied and produced. During the inspection  
11 and before the designation, all of the material made available for inspection shall be  
12 deemed “CONFIDENTIAL-ATTORNEYS’ EYES ONLY.” After the inspecting  
13 Party has identified the documents it wants copied and produced, the Producing  
14 Party must determine which documents, or portions thereof, qualify for protection  
15 under this Order. Then, before producing the specified documents, the Producing  
16 Party must affix the appropriate CONFIDENTIALITY Legend to each page that  
17 contains Protected Material. Disclosure of original documents for inspection shall  
18 not constitute a waiver of the attorney-client privilege or work product immunity  
19 with respect to any document so inspected.

20 (b) for testimony given in depositions, that the Producing Party: (i)  
21 identify the Disclosure or Discovery Material on the record during the deposition;  
22 or (ii) send a written notice to counsel for all other Parties within thirty (30) days of  
23 receiving a copy of the transcript thereof. All depositions in this Action shall be  
24 deemed “CONFIDENTIAL” during the course of the deposition, unless a  
25 Designating Party states on the record that a portion of the deposition is designated  
26 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” during a deposition pursuant to  
27 Paragraph 5.2(b), in which case all persons not identified in Paragraph 7.3 below  
28 shall be excluded from the deposition and shall not re-enter until the Designating



1 Party agrees that the testimony is no longer of a “CONFIDENTIAL-ATTORNEYS’  
2 EYES ONLY” nature. All deposition transcripts prepared in this Action shall be  
3 deemed “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” in their entirety until  
4 thirty (30) days after the Producing Party’s receipt of the transcript. Thereafter, only  
5 those portions that have been designated “CONFIDENTIAL” or  
6 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” will be treated as such pursuant  
7 to this Order.

8 (c) for information produced in some form other than documentary and  
9 for any other tangible items, that the Producing Party affix in a prominent place on  
10 the exterior of the container or containers in which the information is stored, or, if  
11 the information consists of an electronic file, as part of the file name thereof, the  
12 appropriate CONFIDENTIALITY Legend. If only a portion or portions of the  
13 information warrants protection, the Producing Party, to the extent practicable, shall  
14 identify the protected portion(s).

15 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate  
16 qualified information or items does not, standing alone, waive the Designating  
17 Party’s right to secure protection under this Order for such material. Upon correction  
18 of a designation, the Receiving Party must make reasonable efforts to assure that the  
19 material is treated in accordance with the provisions of this Order.

## 20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
22 designation of confidentiality at any time that is consistent with the Court’s  
23 Scheduling Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
25 resolution process under Local Civil Rule 37-1 et seq.

26 6.3 The burden of persuasion in any such challenge proceeding shall be on  
27 the Designating Party. Frivolous challenges, and those made for an improper  
28 purpose (e.g., to harass or impose unnecessary expenses and burdens on other

1 parties) may expose the Challenging Party to sanctions. Unless the Designating Party  
2 has waived or withdrawn the confidentiality designation, all parties shall continue to  
3 afford the material in question the level of protection to which it is entitled under the  
4 Producing Party's designation until the Court rules on the challenge.

5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

6 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
7 disclosed or produced by a Producing Party only for purposes of prosecuting,  
8 defending, or attempting to settle this Action. Such Protected Material may be  
9 disclosed only to the categories of persons and under the conditions described in this  
10 Order. When the Action has been terminated, a Receiving Party must comply with  
11 the provisions of Section 13 below (FINAL DISPOSITION).

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

15 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
16 otherwise ordered by the court or permitted in writing by the Designating Party, a  
17 Receiving Party may disclose any information or item designated  
18 "CONFIDENTIAL" only to:

19 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
20 well as employees of said Outside Counsel of Record to whom it is reasonably  
21 necessary to disclose the information for this Action;

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

24 (c) Experts (as defined in this Order) of the Receiving Party to whom  
25 disclosure is reasonably necessary for this Action and who have signed the  
26 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

27 (d) the court and its personnel;

28 (e) court reporters (other than those employed by the court) and their

1 staff who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
2 A);

3 (f) Professional Vendors who have signed the “Acknowledgment and  
4 Agreement to Be Bound” (Exhibit A);

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

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

10 (i) during their depositions, witnesses (not falling into any of the  
11 foregoing categories), and attorneys for witnesses (not falling into any of the  
12 foregoing categories), in the Action to whom disclosure is reasonably necessary  
13 provided: (1) the deposing party requests that the witness and his or her attorney sign  
14 the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) they will  
15 not be permitted to keep any confidential information unless otherwise agreed by the  
16 Designating Party or ordered by the court. Pages of transcribed deposition testimony  
17 or exhibits to depositions that reveal Protected Material may be separately bound by  
18 the court reporter and may not be disclosed to anyone except as permitted under this  
19 Order; and

20 (j) any mediator or settlement officer, and their supporting personnel,  
21 mutually agreed upon by any of the parties engaged in settlement discussions and  
22 who, if not members or employees of the court, have signed the “Acknowledgment  
23 and Agreement to Be Bound” (Exhibit A).

24 7.3 Disclosure of “CONFIDENTIAL-ATTORNEYS’ EYES ONLY”  
25 Information or Items. Unless otherwise ordered by the court or permitted in writing  
26 by the Designating Party, a Receiving Party may disclose any information or item  
27 designated “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” only to:

28 (a) the Receiving Party’s Outside Counsel of Record in this Action, as

1 well as employees of said Outside Counsel of Record to whom it is reasonably  
2 necessary to disclose the information for this Action;

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

6 (c) the court and its personnel;

7 (d) court reporters (other than those employed by the court) and their  
8 staff who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
9 A);

10 (e) Professional Vendors who have signed the “Acknowledgment and  
11 Agreement to Be Bound” (Exhibit A);

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

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

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

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

1 who, if not members or employees of the court, have signed the “Acknowledgment  
2 and Agreement to Be Bound” (Exhibit A).

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

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

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

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

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

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

23 If the Designating Party fails to timely seek a protective order from an  
24 appropriate court after receiving the notice and accompanying information, the  
25 Receiving Party may produce the Designating Party’s Protected Material responsive  
26 to the discovery request or subpoena. If the Designating Party timely seeks a  
27 protective order, the Party served with the subpoena or court order shall not produce  
28 any information designated in this action as “CONFIDENTIAL” or

1 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” before a determination by the  
2 court from which the subpoena or order issued, unless the Party has obtained the  
3 Designating Party’s permission. The Designating Party shall bear the burden and  
4 expense of seeking protection in that court of its confidential material and nothing  
5 in these provisions should be construed as authorizing or encouraging a Receiving  
6 Party in this Action to disobey a lawful directive from another court.

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

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

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

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

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

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

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

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

7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

18 When a Producing Party gives notice to Receiving Parties that certain  
19 inadvertently produced material is subject to a claim of privilege or other protection  
20 against disclosure, the obligations of the Receiving Parties are those set forth in  
21 Federal Rule of Civil Procedure 26(b)(5)(B). Pursuant to Federal Rule of Evidence  
22 502(d) and (e), the inadvertent disclosure of a communication or information  
23 covered by the attorney-client privilege or work product protection does not effect a  
24 waiver in connection with the Action or any other federal or state proceeding.

25 12. MISCELLANEOUS

26 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
27 person to seek its modification by the Court in the future.

28 12.2 Right to Assert Other Objections. By stipulating to the entry of this

1 Order, no Party waives any right it otherwise would have to object to disclosing or  
2 producing any information or item on any ground not addressed in this Order.  
3 Similarly, no Party waives any right to object on any ground to use in evidence of  
4 any of the material covered by this Order.

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

11 12.4 Binding on Signature. To facilitate the prompt exchange of documents,  
12 the Parties will be bound by the terms of this Order immediately upon signing it.  
13 When and if this Order is entered by the Court, such entry shall be deemed  
14 retroactive to the date of execution of this Order by representatives for all Parties.

15 13. FINAL DISPOSITION

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



1 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
2 deposition and trial exhibits, expert reports, attorney work product, and consultant  
3 and expert work product, even if such materials contain Protected Material. Any  
4 such archival copies that contain or constitute Protected Material remain subject to  
5 this 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: May 24, 2018

**RUSS, AUGUST & KABAT**

11

12

13

By:   
Jean Y. Rhee  
Attorneys for Plaintiff Galatea  
Jewelry Corporation

14

15

16

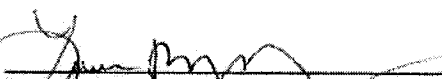
17 DATED: May 15, 2018

**Fross Zelnick Lehrman & Zissu, P.C.**

18

19

20

By:   
John P. Margiotta (admitted pro  
hac) (jm@fzlj.com)  
Laura Popp-Rosenberg (admitted  
pro hac)  
(lpopp-rosenberg@fzlj.com)  
4 Times Square, 17<sup>th</sup> Floor  
New York, NY 10036  
Telephone: (212) 813-5900  
Facsimile: (212) 813-5901

21

22

23

24

25

26

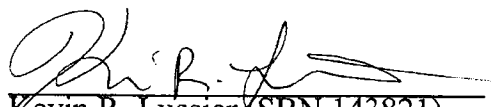
27

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28


DATED: May 25, 2018

VEATCH CARLSON, LLP

By:   
Kevin R. Lussier (SBN 143821)  
(klussier@veatchfirm.com)  
Kim D. Ashley (SBN 253160)  
(kashley@veatchfirm.com)  
1055 Wilshire Boulevard  
11th Floor  
Los Angeles, CA 90017  
Tel.: (213) 383-6370

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 5/29/2018

  
Hon. John E. McDermott  
United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
5 that I have read in its entirety and understand the Stipulated Protective Order  
6 (“Order”) that was issued by the United States District Court for the Central  
7 District of California on [date] in the case of *Galatea Jewelry Corporation. v.*  
8 *Swarovski North America Limited, et al.*, 2:17-cv-08737-AB-JEM. I agree to  
9 comply with and to be bound by all the terms of this Order, and I understand and  
10 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 Order to any person or  
13 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  
15 Court for the Central District of California for the purpose of enforcing the terms  
16 of this Order, even if such enforcement proceedings occur after termination of this  
17 action.

18  
19 Date: \_\_\_\_\_

20  
21 City and State where sworn and signed: \_\_\_\_\_

22  
23 Printed name: \_\_\_\_\_

24  
25 Signature: \_\_\_\_\_