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

NS INT'L TEXTILES, a South Korea  
corporation;

Plaintiff,

vs.

VANILLA MONKEY LTD, a  
California corporation; SEOK EUN  
KANG, an Individual; ROWIE  
APPAREL, INC. d/b/a TYCHE, a  
California Corporation; PETER SUK  
LEE, an Individual; NAMO TEXTILE,  
INC., a California Corporation; HEE  
KYUNG CHUNG, an individual; and  
DOES 1-10, inclusive,

Defendants.

Case No.: 2:18-cv-00289-ODW-GJS

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action may be warranted, especially because the parties are engaged in the same or similar business. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, trade secrets, and matters protected under other intellectual property rights, confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such

1 material in preparation for and in the conduct of trial, to address their handling at the end  
2 of the litigation, and serve the ends of justice, a protective order for such information is  
3 justified in this matter. It is the intent of the parties that information will not be  
4 designated as confidential for tactical reasons and that nothing be so designated without  
5 a good faith belief that it has been maintained in a confidential, non-public manner, and  
6 there is good cause why it should not be part of the public record of this case.  
7

### 8 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

9 The parties further acknowledge, as set forth in Section 12.3, below, that this  
10 Stipulated Protective Order does not entitle them to file confidential information under  
11 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the  
12 standards that will be applied when a party seeks permission from the court to file  
13 material under seal.  
14

15 There is a strong presumption that the public has a right of access to judicial  
16 proceedings and records in civil cases. In connection with non-dispositive motions, good  
17 cause must be shown to support a filing under seal. See *Kamakana v. City and County*  
18 *of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*, 307  
19 *F.3d 1206, 1210-11* (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*, 187 F.R.D.  
20 *576, 577* (E.D. Wis. 1999) (even stipulated protective orders require good cause  
21 showing), and a specific showing of good cause or compelling reasons with proper  
22 evidentiary support and legal justification, must be made with respect to Protected  
23 Material that a party seeks to file under seal. The parties' mere designation of Disclosure  
24 or Discovery Material as CONFIDENTIAL does not—without the submission of  
25 competent evidence by declaration, establishing that the material sought to be filed under  
26 seal qualifies as confidential, privileged, or otherwise protectable—constitute good  
27 cause.  
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1 Further, if a party requests sealing related to a dispositive motion or trial, then  
2 compelling reasons, not only good cause, for the sealing must be shown, and the relief  
3 sought shall be narrowly tailored to serve the specific interest to be protected. See *Pintos*  
4 *v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type  
5 of information, document, or thing sought to be filed or introduced under seal in  
6 connection with a dispositive motion or trial, the party seeking protection must articulate  
7 compelling reasons, supported by specific facts and legal justification, for the requested  
8 sealing order. Again, competent evidence supporting the application to file documents  
9 under seal must be provided by declaration.

10 Any document that is not confidential, privileged, or otherwise protectable in its  
11 entirety will not be filed under seal if the confidential portions can be redacted. If  
12 documents can be redacted, then a redacted version for public viewing, omitting only  
13 the confidential, privileged, or otherwise protectable portions of the document, shall be  
14 filed. Any application that seeks to file documents under seal in their entirety should  
15 include an explanation of why redaction is not feasible.  
16

17  
18 **2. DEFINITIONS**

19 2.1 Action: this pending federal law suit entitled above.

20 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
21 information or items under this Order.

22 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how  
23 it is generated, stored or maintained) or tangible things that qualify for protection under  
24 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
25 Statement.

26 2.4 “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” Information or Items:  
27 “CONFIDENTIAL” information that is highly confidential or proprietary in nature that  
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1 qualifies for protection under Federal Rule of Civil Procedure 26(c), as specified above  
2 in the Good Cause Statement.

3 2.5 Counsel: Outside Counsel of Record and House Counsel, if applicable, (as  
4 well as their support staff).

5 2.6 Designating Party: a Party or Non-Party that designates information or  
6 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL”  
7 or “CONFIDENTIAL—ATTORNEYS’ EYES ONLY.”

8 2.7 Disclosure or Discovery Material: all items or information, regardless of  
9 the medium or manner in which it is generated, stored, or maintained (including, among  
10 other things, testimony, transcripts, and tangible things), that are produced or generated  
11 in disclosures or responses to discovery in this matter.

12 2.8 Expert: a person with specialized knowledge or experience in a matter  
13 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
14 expert witness or as a consultant in this Action.

15 2.9 House Counsel: attorneys who are employees of a party to this Action.  
16 House Counsel does not include Outside Counsel of Record or any other outside counsel.

17 2.10 Non-Party: any natural person, partnership, corporation, association, or  
18 other legal entity not named as a Party to this action.

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

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

26 2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
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1 Discovery Material in this Action.

2 2.14 Professional Vendors: persons or entities that provide litigation support  
3 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
4 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
5 their employees and subcontractors.

6 2.15 Protected Material: any Disclosure or Discovery Material that is designated  
7 as “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES ONLY.”

8 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
9 from a Producing Party.

10  
11 3. SCOPE

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

17  
18 Any use of Protected Material at trial shall be governed by the orders of the trial  
19 judge. This Order does not govern the use of Protected Material at trial.

20  
21 4. DURATION

22 Once a case proceeds to trial, information that was designated as  
23 CONFIDENTIAL or maintained pursuant to this protective order used or introduced as  
24 an exhibit at trial becomes public and will be presumptively available to all members of  
25 the public, including the press, unless compelling reasons supported by specific factual  
26 findings to proceed otherwise are made to the trial judge in advance of the trial. *See*  
27 *Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing  
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1 documents produced in discovery from “compelling reasons” standard when merits-  
2 related documents are part of court record). Accordingly, the terms of this protective  
3 order do not extend beyond the commencement of the trial.

4  
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 qualifies  
9 under the appropriate standards. The Designating Party must designate for protection  
10 only those parts of material, documents, items, or oral or written communications that  
11 qualify so that other portions of the material, documents, items, or communications for  
12 which protection is not warranted are not swept unjustifiably within the ambit of this  
13 Order.

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

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

21  
22 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this  
23 Order (see, e.g., second paragraph of section 5.2(b) below), or as otherwise stipulated or  
24 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
25 must be clearly so designated before the material is disclosed or produced.

26 Designation in conformity with this Order requires:

27 (a) for information in documentary form (e.g., paper or electronic documents, but  
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1 excluding transcripts of depositions or other pretrial or trial proceedings), that the  
2 Producing Party affix at a minimum, the legend “CONFIDENTIAL” or  
3 “CONFIDENTIAL—ATTORNEYS EYES ONLY” to each page that contains protected  
4 material. If only a portion or portions of the material on a page qualifies for protection,  
5 the Producing Party also must clearly identify the protected portion(s) (e.g., by making  
6 appropriate markings in the margins).

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

18  
19 (b) for testimony given in depositions, that the Designating Party identifies the  
20 Disclosure or Discovery Material on the record, before the close of the deposition all  
21 protected testimony.

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

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
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1 to designate qualified information or items does not, standing alone, waive the  
2 Designating Party's right to secure protection under this Order for such material. Upon  
3 timely correction of a designation, the Receiving Party must make reasonable efforts to  
4 assure that the material is treated in accordance with the provisions of this Order.  
5

## 6 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
10 process under Local Rule 37.1 et seq.

11 6.3 The burden of persuasion in any such challenge proceeding shall be on the  
12 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
13 to harass or impose unnecessary expenses and burdens on other parties) may expose the  
14 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
15 the confidentiality designation, all parties shall continue to afford the material in  
16 question the level of protection to which it is entitled under the Producing Party's  
17 designation until the Court rules on the challenge.  
18

## 19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

20 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
21 disclosed or produced by another Party or by a Non-Party in connection with this Action  
22 only for prosecuting, defending, or attempting to settle this Action. Such Protected  
23 Material may be disclosed only to the categories of persons and under the conditions  
24 described in this Order. When the Action has been terminated, a Receiving Party must  
25 comply with the provisions of section 13 below (FINAL DISPOSITION).  
26

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

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

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

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

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

14 (d) the court and its personnel;

15 (e) court reporters and their staff;

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

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

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

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

6  
7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
8 OTHER LITIGATION

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

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

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

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

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

2  
3 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
4 IN THIS LITIGATION

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

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

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

17 (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
18 Order in this Action, the relevant discovery request(s), and a reasonably specific  
19 description of the information requested; and  
20

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

23 (c) If the Non-Party fails to seek a protective order from this court within fourteen  
24 (14) days of receiving the notice and accompanying information, the Receiving Party  
25 may produce the Non-Party’s confidential information responsive to the discovery  
26 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not  
27 produce any information in its possession or control that is subject to the confidentiality  
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1 agreement with the Non-Party before a determination by the court. Absent a court order  
2 to the contrary, the Non-Party shall bear the burden and expense of seeking protection  
3 in this court of its Protected Material.  
4

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

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

15 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
16 **PROTECTED MATERIAL**

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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, the  
20 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure  
21 26(b)(5)(B). This provision is not intended to modify whatever procedure may be  
22 established in an e-discovery order that provides for production without prior privilege  
23 review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach  
24 an agreement on the effect of disclosure of a communication or information covered by  
25 the attorney-client privilege or work product protection, the parties may incorporate their  
26 agreement in the stipulated protective order submitted to the court.  
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1 12. MISCELLANEOUS

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

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

9 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
10 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
11 under seal pursuant to a court order authorizing the sealing of the specific Protected  
12 Material at issue. If a Party's request to file Protected Material under seal is denied by  
13 the court, then the Receiving Party may file the information in the public record unless  
14 otherwise instructed by the court.  
15

16  
17 13. FINAL DISPOSITION

18 After the final disposition of this Action, as defined in section 4, within 60 days  
19 of a written request by the Designating Party, each Receiving Party must return all  
20 Protected Material to the Producing Party or destroy such material. As used in this  
21 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
22 summaries, and any other format reproducing or capturing any of the Protected Material.  
23 Whether the Protected Material is returned or destroyed, the Receiving Party must  
24 submit a written certification to the Producing Party (and, if not the same person or  
25 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,  
26 where appropriate) all the Protected Material that was returned or destroyed and (2)  
27 affirms that the Receiving Party has not retained any copies, abstracts, compilations,  
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1 summaries or any other format reproducing or capturing any of the Protected Material.  
2 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
3 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
4 correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
5 consultant and expert work product, even if such materials contain Protected Material.  
6 Any such archival copies that contain or constitute Protected Material remain subject to  
7 this Protective Order as set forth in Section 4 (DURATION).  
8

9 **14. VIOLATION**

10 Any violation of this Order may be punished by any and all appropriate measures  
11 including, without limitation, contempt proceedings and/or monetary sanctions.  
12

13 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**  
14

15 **DATED: July 11, 2018**  
16

17  
18 **JEONG & LIKENS, L.C.**  
19 **By: /s/ C. Yong Jeong**  
20 **C. Yong Jeong**  
21 **jeong@jeonglikens.com**  
22 **JEONG & LIKENS, L.C.**  
23 **222 South Oxford Avenue**  
24 **Los Angeles, CA 90004**  
25 **Tel: 213-688-2001**  
26 **Fax: 213-315-5035**  
27 **Attorney for Plaintiff**  
28 **NS INT'L TEXTILES**

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**Facsimile: 626.795.8836**  
**Attorney for Defendants**  
**VANILLA MONKEY LTD.**  
**SEOK EUN KANG**

1  
2 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

3  
4 DATED: July 12, 2018

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8 GAIL J. STANDISH  
9 UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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2  
3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
5 have read in its entirety and understand the Stipulated Protective Order that was issued  
6 by the United States District Court for the Central District of California on [date] in the  
7 case of *NS Intl Textiles v. Vanila Monkey Ltd., Case No. Case No.: 2:18-cv-00289-ODW-*  
8 *GJS*. I agree to comply with and to be bound by all the terms of this Stipulation for  
9 Protective Order and I understand and acknowledge that failure to so comply could expose  
10 me to sanctions and punishment in the nature of contempt. I solemnly promise that I will  
11 not disclose in any manner any information or item that is subject to this Stipulated  
12 Protective Order to any person or entity except in strict compliance with the provisions  
13 of this Order.

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

22 Date: \_\_\_\_\_

23 City and State where sworn and signed: \_\_\_\_\_

24 Printed name: \_\_\_\_\_

25 Signature: \_\_\_\_\_  
26  
27  
28