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

C&SM INT’L, a South Korea  
Corporation;  
  
Plaintiff,  
  
vs.  
  
BURLINGTON STORES INC., a New  
Jersey Corporation; SHAZDEH  
FASHIONS INC., a New York  
Corporation d/b/a SANDRA DARREN;  
MANSOUR ZAR, an individual; and  
DOES 1-10, inclusive,  
  
Defendants.

Case No.: 2:18-cv-02106-ODW (ASx)

~~[PROPOSED]~~ PROTECTIVE ORDER

1 1. A. PURPOSES AND LIMITATIONS

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

16  
17 B. GOOD CAUSE STATEMENT

18  
19 This action is likely to involve trade secrets, customer and pricing lists and  
20 other valuable research, development, commercial, financial technical and/or  
21 proprietary information for which special protection from public disclosure and from  
22 use for any purpose other than prosecution of this action is warranted. Such  
23 confidential and proprietary materials and information consist of, among other  
24 things, confidential business or financial information, information regarding  
25 purchase and sale prices of fabric or garments by suppliers, manufacturers,  
26 importers, distributors or fashion retailers, information regarding business practices,  
27 information regarding the creation, purchase or sale of graphics used on textiles and  
28 garments, or other confidential commercial information (including information

1 implicating privacy rights of third parties), information generally unavailable to the  
2 public, or which may be privileged or otherwise protected from disclosure under  
3 state or federal rules, court rules, case decisions, or common law. Accordingly, to  
4 expedite the flow of information, to facilitate the prompt resolution of disputes over  
5 confidentiality of discovery materials, to adequately protect information the parties  
6 are entitled to keep confidential, to ensure that the parties are permitted reasonable  
7 necessary uses of such material in preparation for and in the conduct of trial, to  
8 address their handling at the end of the litigation, and serve the ends of justice, a  
9 protective order for such information is justified in this matter. It is the intent of the  
10 parties that information will not be designated as confidential for tactical reasons and  
11 that nothing be so designated without a good faith belief that it has been maintained  
12 in a confidential, non-public manner, and there is good cause why it should not be  
13 part of the public record of this case.

14  
15 2. DEFINITIONS

16 2.1 Action: This pending federal law suit.

17 2.2 Challenging Party: a Party or Non-Party that challenges the  
18 designation of information or items under this Order.

19 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
20 how it is generated, stored or maintained) or tangible things that qualify for  
21 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
22 the Good Cause Statement.

23 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
24 their support staff).

25 2.5 Designating Party: a Party or Non-Party that designates information or  
26 items that it produces in disclosures or in responses to discovery as  
27 “CONFIDENTIAL.”

28 2.6 Disclosure or Discovery Material: all items or information, regardless

1 of the medium or manner in which it is generated, stored, or maintained (including,  
2 among other things, testimony, transcripts, and tangible things), that are produced  
3 or generated in disclosures or responses to discovery in this matter.

4 2.7 Expert: a person with specialized knowledge or experience in a matter  
5 pertinent to the litigation who has been retained by a Party or its counsel to serve  
6 as an expert witness or as a consultant in this Action.

7 2.8 House Counsel: attorneys who are employees of a party to this Action.  
8 House Counsel does not include Outside Counsel of Record or any other outside  
9 counsel.

10 2.9 Non-Party: any natural person, partnership, corporation, association, or  
11 other legal entity not named as a Party to this action.

12 2.10 Outside Counsel of Record: attorneys who are not employees of a  
13 party to this Action but are retained to represent or advise a party to this Action  
14 and have appeared in this Action on behalf of that party or are affiliated with a law  
15 firm which has appeared on behalf of that party, and includes support staff.

16 2.11 Party: any party to this Action, including all of its officers, directors,  
17 employees, consultants, retained experts, and Outside Counsel of Record (and their  
18 support staffs).

19 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
20 Discovery Material in this Action.

21 2.13 Professional Vendors: persons or entities that provide litigation  
22 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
23 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
24 and their employees and subcontractors.

25 2.14 Protected Material: any Disclosure or Discovery Material that is  
26 designated as “CONFIDENTIAL.”

27 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
28 from a Producing Party.

1 3. SCOPE

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

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

9  
10 4. DURATION

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

19  
20 5. DESIGNATING PROTECTED MATERIAL

21 5.1 Exercise of Restraint and Care in Designating Material for Protection.

22 Each Party or Non-Party that designates information or items for protection under  
23 this Order must take care to limit any such designation to specific material that  
24 qualifies under the appropriate standards. The Designating Party must designate for  
25 protection only those parts of material, documents, items, or oral or written  
26 communications that qualify so that other portions of the material, documents,  
27 items, or communications for which protection is not warranted are not swept  
28 unjustifiably within the ambit of this Order.

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

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

9 5.2 Manner and Timing of Designations. Except as otherwise provided in  
10 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
12 under this Order must be clearly so designated before the material is disclosed or  
13 produced.

14 Designation in conformity with this Order requires:

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

22 A Party or Non-Party that makes original documents available for inspection  
23 need not designate them for protection until after the inspecting Party has indicated  
24 which documents it would like copied and produced. During the inspection and  
25 before the designation, all of the material made available for inspection shall be  
26 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
27 documents it wants copied and produced, the Producing Party must determine  
28 which documents, or portions thereof, qualify for protection under this Order.

1 Then, before producing the specified documents, the Producing Party must affix  
2 the “CONFIDENTIAL legend” to each page that contains Protected Material. If  
3 only a portion or portions of the material on a page qualifies for protection, the  
4 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
5 appropriate markings in the margins).

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

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

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

21  
22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
27 resolution process under Local Rule 37.1 et seq.

28 6.3 The burden of persuasion in any such challenge proceeding shall be on

1 the Designating Party. Frivolous challenges, and those made for an improper  
2 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
3 parties) may expose the Challenging Party to sanctions. Unless the Designating  
4 Party has waived or withdrawn the confidentiality designation, all parties shall  
5 continue to afford the material in question the level of protection to which it is  
6 entitled under the Producing Party’s designation until the Court rules on the  
7 challenge.

8  
9 7. ACCESS TO AND USE OF PROTECTED MATERIAL

10 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
11 disclosed or produced by another Party or by a Non-Party in connection with this  
12 Action only for prosecuting, defending, or attempting to settle this Action. Such  
13 Protected Material may be disclosed only to the categories of persons and under  
14 the conditions described in this Order. When the Action has been terminated, a  
15 Receiving Party must comply with the provisions of section 13 below (FINAL  
16 DISPOSITION).

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

20 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
21 otherwise ordered by the court or permitted in writing by the Designating Party, a  
22 Receiving Party may disclose any information or item designated  
23 “CONFIDENTIAL” only to:

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

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



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

4 (d) the court and its personnel;

5 (e) court reporters and their staff;

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

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

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

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

22  
23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
24 IN OTHER LITIGATION

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

28 (a) promptly notify in writing the Designating Party. Such notification

1 shall include a copy of the subpoena or court order;

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

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

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

16  
17 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
18 PRODUCED IN THIS LITIGATION

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

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

28 (1) promptly notify in writing the Requesting Party and the Non-Party

1 that some or all of the information requested is subject to a confidentiality  
2 agreement with a Non-Party;

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

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

8 (c) If the Non-Party fails to seek a protective order from this court within  
9 14 days of receiving the notice and accompanying information, the Receiving  
10 Party may produce the Non-Party's confidential information responsive to the  
11 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
12 Party shall not produce any information in its possession or control that is subject  
13 to the confidentiality agreement with the Non-Party before a determination by the  
14 court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
15 expense of seeking protection in this court of its Protected Material.

16  
17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a Receiving Party learns that, by inadvertence or otherwise, it has  
19 disclosed Protected Material to any person or in any circumstance not authorized  
20 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
21 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
22 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
23 the person or persons to whom unauthorized disclosures were made of all the terms  
24 of this Order, and (d) request such person or persons to execute the  
25 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit

26 A.

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1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain  
4 inadvertently produced material is subject to a claim of privilege or other  
5 protection, the obligations of the Receiving Parties are those set forth in Federal  
6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
7 whatever procedure may be established in an e-discovery order that provides for  
8 production without prior privilege review. Pursuant to Federal Rule of Evidence  
9 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
10 of a communication or information covered by the attorney-client privilege or  
11 work product protection, the parties may incorporate their agreement in the  
12 stipulated protective order submitted to the court.

13  
14 12. MISCELLANEOUS

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
16 person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
18 Protective Order no Party waives any right it otherwise would have to object to  
19 disclosing or producing any information or item on any ground not addressed in  
20 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
21 any ground to use in evidence of any of the material covered by this Protective  
22 Order.

23 12.3 Filing Protected Material. A Party that seeks to file under seal any  
24 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
25 may only be filed under seal pursuant to a court order authorizing the sealing of the  
26 specific Protected Material at issue. If a Party's request to file Protected Material  
27 under seal is denied by the court, then the Receiving Party may file the information  
28 in the public record unless otherwise instructed by the court.

1 13. FINAL DISPOSITION

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

20  
21 14. Any violation of this Order may be punished by any and all appropriate  
22 measures including, without limitation, contempt proceedings and/or monetary  
23 sanctions.  
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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2  
3 DATED: August 10, 2018

4 /s/ C. Yong Jeong  
5 C. Yong Jeong, Esq.  
6 Regina S. Zernay, Esq.  
7 Attorneys for Plaintiff

8  
9 DATED: August 10, 2018

10 /s/ Reid E Dammann  
11 Reid E Dammann  
12 Timothy Conor McElroy  
13 Richard P Sybert  
14 Attorneys for Defendants

15 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. DATED.

16  
17 DATED: August 13, 2018

18  
19 / s /  
20 Honorable Alka Sagar  
21 United States District/Magistrate Judge

1  
2  
3 EXHIBIT A

4 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

5 I, \_\_\_\_\_ [print or type full name], of  
6 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
7 that I have read in its entirety and understand the Stipulated Protective Order that  
8 was issued by the United States District Court for the Central District of California  
9 on [date] in the case of \_\_\_\_\_ *C and SM Intl v. Burlington Stores Inc. et al*  
10 *2:18-cv-02106-ODW (ASx)*. I agree to comply with and to be bound by all the  
11 terms of this Stipulated Protective Order and I understand and acknowledge that  
12 failure to so comply could expose me to sanctions and punishment in the nature of  
13 contempt. I solemnly promise that I will not disclose in any manner any  
14 information or item that is subject to this Stipulated Protective Order to any person  
15 or entity except in strict compliance with the provisions of this Order.  
16 I further agree to submit to the jurisdiction of the United States District Court for  
17 the Central District of California for the purpose of enforcing the terms of this  
18 Stipulated Protective Order, even if such enforcement proceedings occur after  
19 termination of this action. I hereby appoint \_\_\_\_\_ [print  
20 or type full name] of \_\_\_\_\_ [print or  
21 type full address and telephone number] as my California agent for service of  
22 process in connection with this action or any proceedings related to enforcement of  
23 this Stipulated Protective Order.

24 Date: \_\_\_\_\_

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

26  
27 Printed name: \_\_\_\_\_

28 Signature: \_\_\_\_\_