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9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11 MERIDIAN TEXTILES, INC., a
12 California Corporation,

13 Plaintiff,

14 v.

15 ONE STEP UP, LTD., *et al.*,

16 Defendants.
17
18

Case No.: 2:18-cv-03072-DMG-SK

STIPULATED PROTECTIVE ORDER

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

7 B. Good Cause Statement

8 This action is likely to involve trade secrets, customer and pricing lists and
9 other valuable research, development, commercial, financial, technical and/or
10 proprietary information for which special protection from public disclosure and from
11 use for any purpose other than prosecution of this action is warranted. Such
12 confidential and proprietary materials and information consist of, among other things,
13 confidential business or financial information, information regarding confidential
14 business practices, or other confidential research, development, or commercial
15 information (including information implicating privacy rights of third parties),
16 information otherwise generally unavailable to the public, or which may be
17 privileged or otherwise protected from disclosure under state or federal statutes, court
18 rules, case decisions, or common law.

19 Moreover, there is good cause for a two-tiered or attorneys-eyes-only
20 designation inclusion in this protective order as certain of the Parties are suppliers,
21 customers and/or competitors of one another and discovery will include sourcing
22 information, wholesale prices, product mark-up, overhead, customers, vendors,
23 manufacturing and other sourcing information and confidential and non-public
24 financial and business information that the parties would reasonably protect from
25 customers and/or competitors.

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

9
10 The parties acknowledge that this Stipulated Protective Order does not confer
11 blanket protections on all disclosures or responses to discovery and that the
12 protection it affords from public disclosure and use extends only to the limited
13 information or items that are entitled to confidential treatment under the applicable
14 legal principles. Nothing herein shall prevent any Party from withholding or
15 redacting any documents and/or information that the Party deems privileged,
16 irrelevant, or otherwise objectionable.

17 Nothing in this Stipulated Protective Order shall be deemed in any way to
18 restrict the use of documents or information which are lawfully obtained or publicly
19 available to a party independently of discovery in this Action, whether or not the
20 same material has been obtained during the course of discovery in the Action and
21 whether or not such documents or information have been designated hereunder.
22 However, in the event of a dispute regarding such independent acquisition, a party
23 wishing to use any independently acquired documents or information shall bear the
24 burden of proving independent acquisition.

25 2. DEFINITIONS

26 2.1 Action: *Meridian Textiles Inc v. One Step Up Ltd. et al.*, Case
27 No.: 2:18-cv-03072-DMG-SK.

1 2.2 Challenging Party: a Party or Non-Party that challenges the
2 designation of information or items under this Order.

3 2.3 “CONFIDENTIAL” Information or Items: information
4 (regardless of how it is generated, stored, or maintained) or tangible things that
5 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified
6 above in the Good Cause Statement.

7 2.4 “HIGHLY CONFIDENTIAL”—ATTORNEYS’ EYES ONLY”
8 Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items,
9 the disclosure of which to another Party or Non-Party would create a substantial risk
10 of serious harm that could not be avoided by less restrictive means.

11 2.5 Consultant: A person, including non-party expert and/or
12 consultant, retained or employed by Counsel to assist in the preparation of the case,
13 to the extent that they are reasonably necessary to render professional services in this
14 Action, and subject to the disclosure means requirements within this Stipulated
15 Protective Order.

16 2.6 Counsel: Outside Counsel of Record and House Counsel (as well
17 as their support staff).

18 2.7 Designating Party: a Party or Non-Party that designates
19 information or items that it produces in disclosures or in responses to discovery as
20 “CONFIDENTIAL or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES
21 ONLY.”

22 2.8 Disclosure or Discovery Material: all items or information,
23 regardless of the medium or manner in which it is generated, stored, or maintained
24 (including, among other things, testimony, transcripts, and tangible things), that are
25 produced or generated in disclosures or responses to discovery in this matter.

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

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

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

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

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

2.14 Producing Party: a Party or Non-party that produces Disclosure or Discovery Material in this Action.

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

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

2.17 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

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1 At trial, the party using Designated Material must request that the portion of
2 the proceeding where use is made be conducted so as to exclude persons not qualified
3 to receive such Designated Material.

4 Prior to the pretrial conference, the parties shall meet and confer concerning
5 appropriate methods for dealing with Designated Material at trial.

6 **5. DESIGNATING PROTECTED MATERIAL**

7 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

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

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

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

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

1 Designation in conformity with this order requires:

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

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

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

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

6 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
7 failure to designate qualified information or items does not, standing alone, waive the
8 Designating Party’s right to secure protection under this Order for such material.
9 Upon timely correction of a designation, the Receiving Party must make reasonable
10 efforts to assure that the material is treated in accordance with the provisions of this
11 Order. Within five (5) business days of receipt of the substitute copies, the receiving
12 party shall return the previously unmarked or mismarked items and all copies thereof.
13 If the parties do not collectively agree to replacement of the Designated Material, the
14 producing party shall comply with the procedure of Local Rule 37 in seeking
15 protection for the inadvertently produced material.

16 6 Copies. All complete or partial copies of a document that disclose
17 Designated Materials shall be subject to the terms of this Stipulated Protective Order.
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19 7 Unless and until otherwise ordered by the Court or agreed to in writing
20 by the parties, all Designated Materials designated under this Stipulated Protective
21 Order shall be used by the parties and persons receiving such Designated Materials
22 solely for conducting the above-captioned litigation and any appellate proceeding
23 relating thereto. Designated Material shall not be used by any party or person
24 receiving them for any business or any other purpose. No party or person shall
25 disclose Designated Material to any other party or person not entitled to receive such
26 Designated Material under the specific terms of this Stipulated Protective Order. For
27 purposes of this Stipulated Protective Order, “disclose” or “disclosed” means to
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show, furnish, reveal or provide, indirectly or directly, any portion of the Designated Material or its contents, orally or in writing, including the original or any copy of the Designated Material.

8 CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

8.2 Meet & Confer. The Challenging Party will initiate the dispute resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1 et seq.

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

9 ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

1 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
2 otherwise ordered by the Court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated
4 “CONFIDENTIAL” only to:

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

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

10 (c) 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);

13 (d) The Court and its personnel;

14 (e) Court reporters and their staff;

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

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

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

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

6 9.3 Disclosure of “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES
7 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in
8 writing by the Designating Party, a Receiving Party may disclose any information or
9 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY” only
10 to:

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

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

17 (c) The Court and its personnel;

18 (d) Court reporters and their staff;

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

22 (f) The Author or recipient of a document containing the information
23 or a custodian or other person who otherwise possessed or knew the information;

24 (g) Any mediator or settlement officer, and their supporting
25 personnel, mutually agreed upon by any of the parties engaged in settlement
26 discussions.

1 9.4 Use of Designated Materials by Designating Party. Nothing in this
2 Stipulated Protective Order shall limit a Designating Party's use of its own
3 information or materials, or prevent a Designating Party from disclosing its own
4 information or materials to any person. Such disclosure shall not affect any
5 designations made pursuant to the terms of this Stipulated Protective Order, so long
6 as the disclosure is made in a manner that is reasonably calculated to maintain the
7 confidentiality of the information.

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9 10 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 as
13 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES
14 ONLY," that Party must:

- 15 (a) promptly notify in writing the Designating Party. Such notification shall
16 include a copy of the subpoena or court order;
- 17 (b) promptly notify in writing the party who caused the subpoena or order to
18 issue in the other litigation that some or all of the material covered by the subpoena
19 or order is subject to this Protective Order. Such notification will include a copy of
20 this Stipulated Protective Order; and
- 21 (c) cooperate with respect to all reasonable procedures sought to be pursued
22 by the Designating Party whose Protected Material may be affected.

23 If the Designating Party timely seeks a protective order, the Party served with
24 the subpoena or court order will not produce any information designated in this
25 action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—ATTORNEYS'
26 EYES ONLY" before a determination by the court from which the subpoena or order
27 issued, unless the Party has obtained the Designating Party's permission. The
28 Designating Party will bear the burden and expense of seeking protection in that

1 court of its confidential material and nothing in these provisions should be construed
2 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
3 directive from another court.

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5 11 A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
6 PRODUCED IN THIS LITIGATION

7 11.1 The terms of this Order are applicable to information produced by
8 a Non-Party in this Action and designated as "CONFIDENTIAL." Such information
9 produced by Non-Parties in connection with this litigation is protected by the
10 remedies and relief provided by this Order. Nothing in these provisions should be
11 construed as prohibiting a Non-Party from seeking additional protections.

12 11.2 In the Event that a Party is required, by a valid discovery request,
13 to produce a Non-Party's confidential information in its possession, and the Party is
14 subject to an agreement with the Non-Party not to produce the Non-Party's
15 confidential information, then the Party shall:

16 (a) Promptly notify in writing the Requesting Party and the Non-
17 Party that some or all of the information requested is subject to a confidentiality
18 agreement with a Non-Party;

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

22 (c) Make the information requested available for inspection by the
23 Non-Party, if requested.

24 11.3 If the Non-Party fails to seek a protective order from this Court
25 within 14 days of receiving the notice and accompanying information, the Receiving
26 Party may produce the Non-Party's confidential information responsive to the
27 discovery request. If the Non-Party timely seeks a protective order, the Receiving
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1 Party will not produce any information in its possession or control that is subject to
2 the confidentiality agreement with the Non-Party before a determination by the
3 Court. Absent a court order to the contrary, the Non-Party shall bear the burden and
4 expense of seeking protection in this Court of its Protected Material.

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6 **12 UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

15 **13 INADVERTANT PRODUCTION OF PRIVILEGED OR OTHERWISE**
16 **PROTECTED MATERIAL**

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18 Any inadvertent production of documents containing privileged information
19 shall not be deemed to be a waiver of the attorney-client privilege, work product
20 doctrine, or any other applicable privilege or doctrines. All parties specifically
21 reserve the right to demand the return of any privileged documents that it may
22 produce inadvertently during discovery if the producing party determines that such
23 documents contain privileged information. After receiving notice of such inadvertent
24 production by the producing party, the receiving party, within five (5) business days
25 of receiving any such notice, agrees to locate and return to the producing party all
26 such inadvertently produced documents, or certify the destruction thereof.

1 14 MISCELLANEOUS

2 14.1 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 14.2 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
8 ground to use in evidence of any of the material covered by this Protective Order.

9 14.3 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 may
11 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. . If a filing party fails to
15 seek to file under seal items which a party in good faith believes to have been
16 designated as or to constitute "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
17 ATTORNEYS' EYES ONLY" material, such party may move the Court to file said
18 information under seal within four (4) days of service of the original filing. Notice of
19 such designation shall be given to all parties. Nothing in this provision relieves a
20 party of liability for damages caused by failure to properly seek the filing of
21 Designated Material under seal in accordance with Local Rule 79-5.2.2. Filing the
22 document under seal shall not bar any party from unrestricted use or dissemination of
23 those portions of the document that do not contain material designated
24 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
25 ONLY."

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27 14.4 Unless the parties stipulate otherwise, evidence of the existence or
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1 nonexistence of a designation under this Stipulated Protective Order shall not be
2 admissible for any purpose during any proceeding on the merits of this Action.

3 14.5 By stipulating to the entry of this Stipulated Protective Order no
4 Party waives any right it otherwise would have to object to disclosing or producing
5 any information or item on any ground not addressed in this Stipulated Protective
6 Order. Similarly, no Party waives any right to object on any ground to use in
7 evidence any of the material covered by this Stipulated Protective Order. Moreover,
8 this Stipulated Protective Order shall not preclude or limit any Party's right to seek
9 further and additional protection against or limitation upon production of documents
10 produced in response to discovery. The parties reserve their rights to object to, redact
11 or withhold any information, including confidential, proprietary, or private
12 information, on any other applicable grounds permitted by law, including third-party
13 rights and relevancy.

14 15 FINAL DISPOSITION

15 After the final disposition of this Action, as defined in paragraph 4, within 60
16 days of a written request by the Designating Party, each Receiving Party must return
17 all Protected Material to the Producing Party or destroy such material provided that
18 no party will be required to expunge any system back-up media such as copies of any
19 computer records or files containing Protected Material which have been created
20 pursuant to automatic archiving or back-up procedures on secured central storage
21 servers and which cannot reasonably be expunged, and further provided that any
22 destruction does not destroy or affect the destroying party's computer programs,
23 hardware, software, servers, or the like. As used in this subdivision, "all Protected
24 Material" includes all copies, abstracts, compilations, summaries, and any other
25 format reproducing or capturing any of the Protected Material. Whether the Protected
26 Material is returned or destroyed, the Receiving Party must submit a written
27 certification to the Producing Party (and, if not the same person or entity, to the
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1 Designating Party) by the 60 day deadline that (1) identifies (by category, where
2 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
3 that the Receiving Party has not retained any copies, abstracts, compilations,
4 summaries or any other format reproducing or capturing any of the Protected
5 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
6 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
7 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
8 work product, and consultant and expert work product, even if such materials contain
9 Protected Material. Any such archival copies that contain or constitute Protected
10 Material remain subject to this Protective Order as set forth in Section 4
11 (DURATION).

12 16 Any violation of this Order may be punished by any and all appropriate
13 measures including, without limitation, contempt proceedings and/or monetary
14 sanctions.
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1 IT IS SO STIPLULATED, THROUGH COUNSEL OF RECORD.

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3 DATED: October 25, 2018

/s/ Frank Gregory Casella
Frank Gregory Casella, Esq.
Stephen M. Doniger, Esq.
Attorneys for Plaintiff
Meridian Textiles, Inc.

7 DATED: October 25, 2018

/s/ Todd Lander
Todd M. Lander, Esq.
Yvette J. Sutton, Esq.
Attorneys for Defendant
One Step Up, Ltd.

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13 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

14 DATED: October 26, 2018

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17 Honorable Steve Kim
18 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
Meridian Textiles Inc v. One Step Up Ltd. et al., Case No.: 2:18-cv-03072-DMG-SK.
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 signed: _____

Printed name: _____

Signature: _____