



1 1. A. PURPOSES AND LIMITATIONS

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

11 B. GOOD CAUSE STATEMENT

12 This action is likely to involve trade secrets, customer and pricing lists and  
13 other valuable research, development, commercial, financial, technical and/or  
14 proprietary information for which special protection from public disclosure and  
15 from use for any purpose other than prosecution of this action is warranted. Such  
16 confidential and proprietary materials and information consist of, among other  
17 things, confidential business or financial information, information regarding  
18 confidential business practices, or other confidential research, development, or  
19 commercial information (including information implicating privacy rights of third  
20 parties), information otherwise generally unavailable to the public, or which may be  
21 privileged or otherwise protected from disclosure under state or federal statutes,  
22 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
23 information, to facilitate the prompt resolution of disputes over confidentiality of  
24 discovery materials, to adequately protect information the parties are entitled to keep  
25 confidential, to ensure that the parties are permitted reasonable necessary uses of  
26 such material in preparation for and in the conduct of trial, to address their handling  
27 at the end of the litigation, and serve the ends of justice, a protective order for such  
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1 information is justified in this matter. It is the intent of the parties that information  
2 will not be designated as confidential for tactical reasons and that nothing be so  
3 designated without a good faith belief that it has been maintained in a confidential,  
4 non-public manner, and there is good cause why it should not be part of the public  
5 record of this case.

6 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
7 SEAL

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

13 There is a strong presumption that the public has a right of access to judicial  
14 proceedings and records in civil cases. In connection with non-dispositive motions,  
15 good cause must be shown to support a filing under seal. See *Kamakana v. City and*  
16 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
17 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*  
18 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
19 require good cause showing), and a specific showing of good cause or compelling  
20 reasons with proper evidentiary support and legal justification, must be made with  
21 respect to Protected Material that a party seeks to file under seal. The parties' mere  
22 designation of Disclosure or Discovery Material as CONFIDENTIAL or HIGHLY  
23 CONFIDENTIAL – ATTORNEYS' EYES ONLY does not— without the  
24 submission of competent evidence by declaration, establishing that the material  
25 sought to be filed under seal qualifies as confidential, privileged, or otherwise  
26 protectable—constitute good cause.

27 Further, if a party requests sealing related to a dispositive motion or trial, then  
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1 compelling reasons, not only good cause, for the sealing must be shown, and the  
2 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
3 *See Pintos v. Pacific Creditors Ass’n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For  
4 each item or type of information, document, or thing sought to be filed or introduced  
5 under seal in connection with a dispositive motion or trial, the party seeking  
6 protection must articulate compelling reasons, supported by specific facts and legal  
7 justification, for the requested sealing order. Again, competent evidence supporting  
8 the application to file documents under seal must be provided by declaration.

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

## 15 2. DEFINITIONS

16 2.1 Action: *Fabric Selection, Inc. v. Topson Downs of California, Inc. et*  
17 *al.* - Case No.: 2:18-cv-04626-CAS-AFMx.

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

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

24 2.3(b) “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
25 Information or Items: information (regardless of how it is generated, stored or  
26 maintained) or documents produced in discovery, pursuant to legal process, or  
27 exchanged informally for purposes of settlement, if the person making the  
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1 designation reasonably believes, in good faith, that the material so designated  
2 contains or constitutes highly confidential information, such as: trade secrets as  
3 defined under California Civil Code § 3426.1; financial information including but  
4 not limited to accounting records, revenues, costs, profits, confidential pricing, and  
5 overhead; information relating to a Party's suppliers, distributors, or present or  
6 prospective customers including but not limited to names, addresses, phone  
7 numbers, and email addresses; business strategy including but not limited to future  
8 business plans; information of an extremely high degree of current commercial  
9 sensitivity and/or would provide a competitive advantage to its competitors if  
10 disclosed.

11       2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
12 their support staff).

13       2.5 Designating Party: a Party or Non-Party that designates information or  
14 items that it produces in disclosures or in responses to discovery as  
15 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
16 ONLY."

17       2.6 Disclosure or Discovery Material: all items or information, regardless  
18 of the medium or manner in which it is generated, stored, or maintained (including,  
19 among other things, testimony, transcripts, and tangible things), that are produced or  
20 generated in disclosures or responses to discovery in this matter.

21       2.7 Expert: a person with specialized knowledge or experience in a matter  
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
23 an expert witness or as a consultant in this Action.

24       2.8 House Counsel: attorneys who are employees of a party to this Action.  
25 House Counsel does not include Outside Counsel of Record or any other outside  
26 counsel.

27       2.9 Non-Party: any natural person, partnership, corporation, association or  
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1 other legal entity not named as a Party to this action.

2       2.10 Outside Counsel of Record: attorneys who are not employees of a party  
3 to this Action but are retained to represent or advise a party to this Action and have  
4 appeared in this Action on behalf of that party or are affiliated with a law firm that  
5 has appeared on behalf of that party, and includes support staff.

6       2.11 Party: any party to this Action, including all of its officers, directors,  
7 employees, consultants, retained experts, and Outside Counsel of Record (and their  
8 support staffs).

9       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
10 Discovery Material in this Action.

11       2.13 Professional Vendors: persons or entities that provide litigation support  
12 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
13 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
14 and their employees and subcontractors.

15       2.14 Protected Material: any Disclosure or Discovery Material that is  
16 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
17 ATTORNEYS’ EYES ONLY.”

18       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
19 from a Producing Party.

### 20 3. SCOPE

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

26       Any use of Protected Material at trial shall be governed by the orders of the  
27 trial judge. This Order does not govern the use of Protected Material at trial.  
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1 4. DURATION

2 The obligations of this Protective Order shall survive the termination of this  
3 action. To the extent that Confidential or Highly Confidential – Attorneys’ Eyes  
4 Only Information becomes known to the public through no fault of the Discovering  
5 Party, such Confidential or Highly Confidential – Attorneys’ Eyes Only Information  
6 shall no longer be subject to the terms of this Protective Order.

7 5. DESIGNATING PROTECTED MATERIAL

8 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

2 Designation in conformity with this Order requires:

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

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

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

27 (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" or "HIGHLY CONFIDENTIAL." If only a portion or  
4 portions of the information warrants protection, the Producing Party, to the extent  
5 practicable, shall identify the protected 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  
8 the Designating Party's right to secure protection under this Order for such material  
9 provided that the Designating Party notifies all other Parties that such material is  
10 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY  
11 within ten (10) days from when the failure to designate first becomes known to the  
12 Designating Party. Upon timely correction of a designation, the Receiving Party  
13 must make reasonable efforts to assure that the material is treated in accordance  
14 with the provisions of this Order.

## 15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
17 designation of confidentiality at any time that is consistent with the Court's  
18 Scheduling Order.

19 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
20 resolution process under Local Rule 37-1 et seq.

21 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
22 joint stipulation pursuant to Local Rule 37-2.

23 6.4 The burden of persuasion in any such challenge proceeding shall be on  
24 the Designating Party. Frivolous challenges, and those made for an improper  
25 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
26 parties) may expose the Challenging Party to sanctions. Unless the Designating  
27 Party has waived or withdrawn the confidentiality designation, all parties shall  
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1 continue to afford the material in question the level of protection to which it is  
2 entitled under the Producing Party's designation until the Court rules on the  
3 challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
6 disclosed or produced by another Party or by a Non-Party in connection with this  
7 Action only for prosecuting, defending or attempting to settle this Action. Such  
8 Protected Material may be disclosed only to the categories of persons and under the  
9 conditions described in this Order. When the Action has been terminated, a  
10 Receiving Party must comply with the provisions of section 13 below (FINAL  
11 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 The parties in the herein matter of *Fabric Selection, Inc. v. Topson Downs of*  
16 *California, Inc.*, United States District Case No.: 2:18-cv-04626-CAS-AFMx  
17 (hereinafter "**Topson 2**") may use in connection with proceedings in Topson 2 all  
18 documents which were produced, or testimony elicited, subject to the Protective  
19 Order dated April 26, 2018 [Docket No. 34] in the matter of *Fabric Selection, Inc. v.*  
20 *Topson Downs of California, Inc.*, United States District Case No. 2:17-cv-05721-  
21 CAS-AFM (hereinafter "**Topson 1**"). Said documents and testimony shall be  
22 utilized subject to the same terms and conditions of the Protective Order in Topson  
23 1. Conversely, all documents and testimony produced, elicited or otherwise  
24 available for use pursuant to the terms of the herein Topson 2 Protective Order may  
25 also be used in accordance with such terms in Topson 1.

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

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

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

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

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

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

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

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

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

5 (j) photocopy service personnel who photocopied or assisted in the  
6 photocopying or delivering of documents in this litigation;

7 (k) any person who the Parties agree in writing may receive  
8 CONFIDENTIAL Information.

9 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
10 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
11 writing by the Designating Party, a Receiving Party may disclose any information or  
12 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only  
13 to:

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

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

20 (c) the court and its personnel;

21 (d) court reporters and their staff;

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

26 (f) the author or recipient of a document containing the information;

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

3 (h) photocopy service personnel who photocopied or assisted in the  
4 photocopying or delivering of documents in this litigation.

5 Notwithstanding the foregoing restrictions on the disclosure of information  
6 designated as “Highly Confidential” or “Attorney’s Eyes Only,” counsel for  
7 Plaintiff may disclose to representatives of Plaintiff the following information: (1)  
8 the number of units purchased and sold (at wholesale and/or retail level); (2)  
9 claimed gross revenue; (3) the per unit cost of goods (at wholesale and/or retail  
10 level); (4) claimed gross profit or loss; and (5) claimed deductions beyond cost of  
11 goods attributable to the sale of the challenged goods (at wholesale and/or retail  
12 level).

13 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
14 IN OTHER LITIGATION

15 If a Party is served with a subpoena or a court order issued in other litigation  
16 that compels disclosure of any information or items designated in this Action as  
17 Protected Material that Party must:

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

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

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

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

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

10 (a) The terms of this Order are applicable to information produced by a  
11 Non-Party in this Action and designated as Protected Material. Such information  
12 produced by Non-Parties in connection with this litigation is protected by the  
13 remedies and relief provided by this Order. Nothing in these provisions should be  
14 construed as 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-Party’s  
18 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 the Stipulated  
23 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
24 specific description of the 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  
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1 within 14 days of receiving the notice and accompanying information, the Receiving  
2 Party may produce the Non-Party's confidential information responsive to the  
3 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
4 Party shall not produce any information in its possession or control that is subject to  
5 the confidentiality agreement with the Non-Party before a determination by the  
6 court.

7 Absent a court order to the contrary, the Non-Party shall bear the burden and  
8 expense of seeking protection in this court of its Protected Material.

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

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

18 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
19 **PROTECTED MATERIAL**

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

3 12. MISCELLANEOUS

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
5 person to seek its modification by the Court in the future.

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

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

17 13. FINAL DISPOSITION

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

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10 14. VIOLATION

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

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14 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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16 DATED: 10/22/2018

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ALEXANDER F. MacKINNON  
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 \_\_\_\_\_, 2018 in the case of *Fabric Selection, Inc. v. Topson Downs of  
California, Inc. et al.* - Case No. 2:18-cv-04626-CAS-AFMx. 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 enforcing the terms of this Stipulated Protective  
Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

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

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

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

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**PROOF OF SERVICE**

**Fabric Selection, Inc. v Topson Downs of California, Inc., et al.**  
**Case No. 2:18-cv-04626-CAS-AFMx**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 1840 Century Park East, 17th Floor, Los Angeles, CA 90067.

On October 19, 2018, I served true copies of the following document(s) described as **[PROPOSED] STIPULATED PROTECTIVE ORDER** on the interested parties in this action as follows:

Erica J. Van Loon	Attorneys for Defendants Topson
<a href="mailto:evanloon@lathropgagelaw.com">evanloon@lathropgagelaw.com</a>	Downs of California, Inc., Daniel
Joshua J. Pollack	Abramovitch, and Wal-Mart Stores,
<a href="mailto:jpollack@lathropgagelaw.com">jpollack@lathropgagelaw.com</a>	Inc.
LATHROP GAGE LLP	
1888 Century Park East, Suite 1000	
Los Angeles, CA 90067	

**BY CM/ECF NOTICE OF ELECTRONIC FILING:** I electronically filed the document(s) with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on October 19, 2018, at Los Angeles, California.

\_\_\_\_\_  
/s/ Nazia Rahman  
Nazia Rahman