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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

ONE TWO COSMETICS, LLC,

Plaintiff,

vs.

AMERICAN INTERNATIONAL  
INDUSTRIES, INC., a California  
corporation; ARDELL  
INTERNATIONAL, INC., a California  
corporation; GLAMOUR  
INDUSTRIES, CO., a California  
corporation; and DOES 1-5, inclusive;

Defendants.

CASE NO. 2:20-CV-00988-JAK-KS

*[Assigned to the Hon. John A. Kronstadt  
for all purposes and to the Hon. Karen  
L. Stevenson for discovery]*

~~[PROPOSED]~~ STIPULATED  
PROTECTIVE ORDER

Trial Date: None Set

1. A. PURPOSES AND LIMITATIONS

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

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

6 B. GOOD CAUSE STATEMENT

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

1     2.     DEFINITIONS

2             2.1     Action: *One Two Cosmetics, LLC v. American International Industries,*  
3 *Inc. et al.*, Case No. 2:20-CV-00988-JAK-KS.

4             2.2     Challenging Party: a Party or Non-Party that challenges the designation  
5 of information or items under this Order.

6             2.3     “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’  
7 EYES ONLY” Information or Items: information (regardless of how it is generated,  
8 stored or maintained) or tangible things that qualify for protection under Federal Rule  
9 of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

10            2.4     Counsel: Outside Counsel of Record and House Counsel (as well as their  
11 support staff).

12            2.5     Designating Party: a Party or Non-Party that designates information or  
13 items that it produces in disclosures or in responses to discovery as  
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES  
15 ONLY.”

16            2.6     Disclosure or Discovery Material: all items or information, regardless  
17 of the medium or manner in which it is generated, stored, or maintained (including,  
18 among other things, testimony, transcripts, and tangible things), that are produced or  
19 generated in disclosures or responses to discovery in this matter.

20            2.7     Expert: a person with specialized knowledge or experience in a matter  
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
22 an expert witness or as a consultant in this Action.

23            2.8     House Counsel: attorneys who are employees of a party to this Action.  
24 House Counsel does not include Outside Counsel of Record or any other outside  
25 counsel.

26            2.9     Non-Party: any natural person, partnership, corporation, association, or  
27 other legal entity not named as a Party to this action.

28

1           2.10 Outside Counsel of Record: attorneys who are not employees of a party  
2 to this Action but are retained to represent or advise a party to this Action and have  
3 appeared in this Action on behalf of that party or are affiliated with a law firm which  
4 has appeared on behalf of that party, and includes support staff.

5           2.11 Party: any party to this Action, including all of its officers, directors,  
6 employees, consultants, retained experts, and Outside Counsel of Record (and their  
7 support staffs).

8           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
9 Discovery Material in this Action.

10          2.13 Professional Vendors: persons or entities that provide litigation support  
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
13 and their employees and subcontractors.

14          2.14 Protected Material: any Disclosure or Discovery Material that is  
15 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’  
16 EYES ONLY.”

17          2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
18 from a Producing Party.

19

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 extracted  
23 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
24 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
25 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.

28 \\\

1 4. DURATION

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

10

11 5. DESIGNATING PROTECTED MATERIAL

12 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

28

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

6           Designation in conformity with this Order requires:

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

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

27           (b) for testimony given in depositions: that a party designating any portions  
28 of the transcript and/or exhibits make appropriate Confidentiality designations either

1 on the record or by written notice to the other party within 14 days of receipt of the  
2 final (i.e., non-draft/non-“rough”) transcript.

3 Unless otherwise agreed, the entirety of depositions shall be treated as  
4 “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” until 14 days after  
5 receipt by all parties of the final (i.e., non-draft/non-“rough”) transcript. The portions  
6 of a deposition of any witness (or any portion of such deposition) that includes  
7 Protected Material shall be taken only in the presence of persons who are qualified to  
8 have access to such information pursuant to this Order. Failure to so exclude  
9 attendance at a portion of a deposition by a person not qualified to have access to  
10 Protected Material shall not, of itself, be construed as a waiver of the right of a party  
11 (or non-party) to designate those parts of the transcript as “HIGHLY  
12 CONFIDENTIAL - ATTORNEYS’ EYES ONLY”.

13 (c) for information produced in some form other than documentary and for  
14 any other tangible items: that the Producing Party affix in a prominent place on the  
15 exterior of the container or containers in which the information is stored the legend  
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES  
17 ONLY.” If only a portion or portions of the information warrants protection, the  
18 Producing Party, to the extent practicable, shall identify the protected portion(s).

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

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1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court’s  
4 Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process under Local Rule 37.1 et seq.

7 6.3 The burden of persuasion in any such challenge proceeding shall be on  
8 the Designating Party. Frivolous challenges, and those made for an improper purpose  
9 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
10 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
11 or withdrawn the confidentiality designation, all parties shall continue to afford the  
12 material in question the level of protection to which it is entitled under the Producing  
13 Party’s designation until the Court rules on the challenge.

14  
15 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

25 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
26 otherwise ordered by the court or permitted in writing by the Designating Party, a  
27 Receiving Party may disclose any information or item designated  
28 “CONFIDENTIAL” only to:



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

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

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

9 (d) the court and its personnel;

10 (e) court reporters and their staff;

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

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

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

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

27 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
28 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in

1 writing by the Designating Party, a Receiving Party may disclose any information or  
2 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY ” only  
3 to the persons or category of persons described above in paragraphs 7.2(a) and 7.2(c)  
4 through (i).

5         7.4 The Designating Party’s counsel shall be notified at least 7 days prior to  
6 disclosure pursuant to paragraphs 7.2 (c), 7.2(f), and 7.2(h) to a person who is known  
7 to be an employee of any competitor of the party whose designated documents are  
8 sought to be disclosed. Such notice shall provide a reasonable description of the  
9 outside independent person to whom disclosure is sought sufficient to permit  
10 objection to be made. If a party objects in writing to such disclosure within 5 days  
11 after receipt of notice, no disclosure shall be made until the party seeking disclosure  
12 obtains the prior approval of the Court or the objecting party.

13

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

16         If a Party is served with a subpoena or a court order issued in other litigation  
17 that compels disclosure of any information or items designated in this Action as  
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
19 ONLY” that Party must:

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

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

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

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

10

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

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

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

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

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

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

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

11  
12 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

21  
22 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
23 PROTECTED MATERIAL

24 When a Producing Party gives notice to Receiving Parties that certain  
25 inadvertently produced material is subject to a claim of privilege or other protection,  
26 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
27 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
28

1 may be established in an e-discovery order that provides for production without prior  
2 privilege review.

3 Pursuant to Federal Rule of Evidence 502(d) and (e), the production or  
4 disclosure of any discovery material made in connection with this action that a party  
5 claims was inadvertent and should not have been produced or disclosed for any  
6 reason, including but not limited to attorney-client privilege, work-product, or  
7 confidentiality (“Inadvertently Produced Material”) will not be deemed to be a waiver  
8 in whole or in part of privilege, confidentiality, and any other protections o which the  
9 party would have been entitled had the Inadvertently Produced Material not  
10 inadvertently been disclosed, either as to the specific information and/or documents  
11 disclosed or as to any other related information and/or documents in this case and in  
12 any other federal or state proceeding. In the event of such claimed inadvertent  
13 disclosure, the following procedures shall be followed:

14 (a) The party producing the document (the “Producing Party”) shall notify  
15 lead counsel for the receiving parties in writing within a reasonable period of time  
16 from the discovery of the inadvertent production by specifically identifying the  
17 affected material;

18 (b) If the Producing Party requests the return of any such Inadvertently  
19 Produced Material, those to whom the request is made shall either return to the  
20 producing party immediately all copies of the affected material within their  
21 possession, custody, or control-including all copies in the possession of experts,  
22 consultants, or others to whom the Inadvertently Produced Material was provided or  
23 destroy all such material;

24 (c) In addition, all notes or other work product of the receiving party reflecting  
25 the contents of such Inadvertently Produced Material shall be destroyed, and such  
26 returned or destroyed material shall be deleted from any litigation-support or other  
27 database;

28

1 (d) The receiving party shall confirm in writing within 5 business days of being  
2 notified of the inadvertent production that all copies of the Inadvertently Produced  
3 Material have been returned or destroyed; and

4 (e) The party returning such Inadvertently Produced Material may thereafter  
5 seek reproduction of any such documents pursuant to applicable law.

6

7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
9 person to seek its modification by the Court in the future.

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

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

21

22 13. FINAL DISPOSITION

23 After the final disposition of this Action, as defined in paragraph 4, within 60  
24 days of a written request by the Designating Party, each Receiving Party must return  
25 all Protected Material to the Producing Party or destroy such material. As used in this  
26 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
27 summaries, and any other format reproducing or capturing any of the Protected  
28 Material. Whether the Protected Material is returned or destroyed, the Receiving Party

1 must submit a written certification to the Producing Party (and, if not the same person  
2 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
3 category, where appropriate) all the Protected Material that was returned or destroyed  
4 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
5 compilations, summaries or any other format reproducing or capturing any of the  
6 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
7 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
8 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
9 reports, attorney work product, and consultant and expert work product, even if such  
10 materials contain Protected Material. Any such archival copies that contain or  
11 constitute Protected Material remain subject to this Protective Order as set forth in  
12 Section 4 (DURATION).

13

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

17

18 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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20 DATED: August 10, 2020

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KAREN L. STEVENSON

UNITED STATES MAGISTRATE JUDGE



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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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 August 10,  
2020 in the case of *One Two Cosmetics, LLC v. American International Industries,  
Inc. et al.*, Case No. 2:20-CV-00988-JAK-KS. 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 agent for service of process and agree to accept service by  
mail 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: \_\_\_\_\_

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