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NOTE: CHANGES MADE BY THE COURT

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 12 Brio Water Technology, Inc. f/k/a
 Down Town Wholesalers, Inc. and
 13 Organize.com, Inc.

14 UNITED STATES DISTRICT COURT
 15 CENTRAL DISTRICT OF CALIFORNIA

16 GOLDWELL ENTERPRISES, INC.,
 17 Plaintiff,

18 v.

19 DOWN TOWN WHOLESALERS,
 INC.; ORGANIZE.COM, INC. and
 20 DOES 1-10

21 Defendants.

CASE NO. 2:20-cv-01689-AB-JPR

AMENDED STIPULATED
PROTECTIVE ORDER

DISCOVERY MATTER

22 BRIO WATER TECHNOLOGY, INC.
 F/K/A DOWN TOWN
 23 WHOLESALERS, INC.

24 Counterclaimant,

25 v.

26 GOLDWELL ENTERPRISES, INC.,

27 Counterclaim Defendant.

28

AMENDED STIPULATED PROTECTIVE ORDER

1 1. INTRODUCTION

2 1.1 PURPOSES AND LIMITATIONS

3 Discovery in this action may involve production of confidential, proprietary,
4 or private information for which special protection from public disclosure and from
5 use for any purpose other than prosecuting this litigation may be warranted.
6 Accordingly, the Parties hereby stipulate to and petition the Court to enter the
7 following Stipulated Protective Order. The Parties acknowledge that this Order
8 does not confer blanket protections on all disclosures or responses to discovery and
9 that the protection it affords from public disclosure and use extends only to the
10 limited information or items that are entitled to confidential or treatment under the
11 applicable legal principles. The Parties further acknowledge, as set forth in Section
12 12.3 below, that this Order does not entitle them to file Confidential or Highly
13 Confidential Information under seal; Civil Local Rule 79-5 sets forth the procedures
14 that must be followed and the standards that will be applied when a Party seeks to
15 file materials designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
16 ATTORNEY’S EYES ONLY,” which require seeking permission from the Court
17 to file material under seal (unless otherwise agreed by the parties per Civil Local
18 Rule 79-5), and to file material under seal, unless as otherwise provided in Civil
19 Local Rule 79-5.

20 1.2 GOOD CAUSE STATEMENT

21 This proceeding involves the litigation of claims related to alleged patent
22 infringement, in addition to interference with economic relations, unfair business
23 practices, and trade libel. Plaintiff/Counterclaim Defendant Goldwell Enterprises,
24 Inc. (“Plaintiff” or “Goldwell”) and Defendant(s)/Counterclaimant Brio Water
25 Technologies, Inc. f/k/a Down Town Wholesalers, Inc. (“Defendant” or Brio”) are
26 competitors in Southern California’s retail water distribution market.

27 The parties anticipate discovery in this case will call for the production of
28 confidential records, and in order to expedite the flow of information, to facilitate

1 the prompt resolution of disputes over confidentiality of discovery materials, to
2 adequately protect information the parties are entitled to keep confidential, to
3 ensure that the parties are permitted reasonable necessary uses of such material in
4 connection with this action, to address their handling of such material at the end of
5 the litigation, and to serve the ends of justice, a protective order for such
6 information is justified in this matter.

7 Specifically, seeking to establish its damages, Goldwell has propounded
8 discovery requests upon Brio calling for the production of information including
9 but not limited to the identities of Defendant's customers and customer lists,
10 Defendant's pricing structures, Defendant's marketing and advertising strategies,
11 and Defendant's financial records, including those which demonstrate its profits,
12 losses, and profit margins.

13 Brio contends that information sought by Goldwell's discovery requests,
14 including but not limited to pricing and customer information, supplier lists, and
15 sales, revenue, and other internal financial information qualifies as confidential
16 commercial information and trade secret information justifying the entry of a
17 protective order pursuant to Fed. R. Civ. Proc. 26(c)(1)(G), (7). *See Nutratech, Inc.*
18 *v. Syntech (SSPF) Int'l, Inc.*, No. CV-06-03709-GAF, 242 F.R.D. 552, 555, fn. 4
19 (C.D. Cal. 2007); *GreenCycle Paint, Inc. v. PaintCare, Inc.*, No. 15-CV-04059-
20 MEJ, 2018 U.S. Dist. LEXIS 44735, at *10-12 (N.D. Cal. Mar. 19, 2018); *see*
21 *also Sweeten v. Cooper Tire & Rubber Co.*, No. 2:16-CV-2132, 2017 U.S. Dist.
22 LEXIS 229998, at *5-7 (W.D. Ark. Aug. 23, 2017) (entering protective order with
23 regard to "consumer and dealer information, "financial (or pricing) formation,"
24 and "product design (research and development)," upon showing that the resisting
25 party's competitors would gain significant competitive advantage if they
26 gained access to the company's trade secrets and confidential business
27 information).

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1 Various information and documents requested by Goldwell have been
2 developed by Brio over numerous years through substantial investment and
3 monetary costs. Should the information described above and other confidential
4 information be disclosed publicly or to the Parties themselves (outside of their
5 counsel of record and those individuals designated in Sections 7.2 and 7.3 below),
6 Brio contends that it stands to lose its competitive advantages in a highly
7 competitive marketplace, potentially resulting in a substantial loss of business, and
8 misappropriation of its trade secrets. For this reason, Brio specifically proposed
9 (and Goldwell agrees) to include a “HIGHLY CONFIDENTIAL – ATTORNEYS’
10 EYES ONLY” designation under this protective order, while allowing Goldwell to
11 preserve its right to object to any designations made by Brio in its document
12 production.

13 2. DEFINITIONS

14 2.1 Action: This pending federal lawsuit, styled *Goldwell Enterprises, Inc.*
15 *v. Down Town Wholesalers, Inc. et al.*, U.S District Court, Central District of
16 California Case Number 2:20-cv-01689-AB-JPR.

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

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

23 2.4 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”
24 Information or Items: extremely sensitive “CONFIDENTIAL” Information or
25 Items, the disclosure of which to another Party or Non-Party would create a
26 substantial risk of serious harm that could not be avoided by less restrictive means.

27 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
28 their support staff).

1 2.6 Designating Party: a Party or Nonparty that designates information or
2 items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
4 ONLY.”

5 2.7 Disclosure or Discovery Material: all items or information, regardless
6 of the medium or manner in which it is generated, stored, or maintained (including,
7 among other things, testimony, transcripts, and tangible things), that are produced
8 or generated in disclosures or responses to discovery in this matter.

9 2.8 Expert: a person with specialized knowledge or experience in a matter
10 pertinent to the litigation who has been retained by a Party or its counsel to serve as
11 an expert witness or as a consultant in this action.

12 2.9 House Counsel: attorneys who are employees of a Party to this
13 Action. House Counsel does not include Outside Counsel of Record or any other
14 outside counsel.

15 2.10 Nonparty: any natural person, partnership, corporation, association, or
16 other legal entity not named as a Party to this action.

17 2.11 Outside Counsel of Record: attorneys who are not employees of a
18 Party to this Action but are retained to represent or advise a Party and have
19 appeared in this Action on behalf of that Party or are affiliated with a law firm that
20 has appeared on behalf of that Party, including support staff.

21 2.12 Party: any Party to this Action, including all of its officers, directors,
22 employees, consultants, retained experts, and Outside Counsel of Record (and their
23 support staffs).

24 2.13 Producing Party: a Party or Nonparty that produces Disclosure or
25 Discovery Material in this Action.

26 2.14 Professional Vendors: persons or entities that provide litigation
27 support services (for example, photocopying, videotaping, translating, preparing

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1 exhibits or demonstrations, and organizing, storing, or retrieving data in any form
2 or medium) and their employees and subcontractors.

3 2.15 Protected Material: any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
5 ATTORNEYS’ EYES ONLY.”

6 2.16 Receiving Party: a Party that receives Disclosure or Discovery
7 Material from a Producing Party.

8 3. SCOPE

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

14 Any use of Protected Material at trial will be governed by the orders of the
15 trial judge. This Order does not govern the use of Protected Material at trial.

16 4. DURATION

17 Even after final disposition of this litigation, the confidentiality obligations
18 imposed by this Order will remain in effect until a Designating Party agrees
19 otherwise in writing or a court order otherwise directs. Final disposition is the later
20 of (1) dismissal of all claims and defenses in this Action, with or without prejudice,
21 or (2) final judgment after the completion and exhaustion of all appeals, rehearings,
22 remands, trials, or reviews of this Action, including the time limits for filing any
23 motions or applications for extension of time under applicable law.

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Each Party or Nonparty that designates information or items for
26 protection under this Order must take care to limit any such designation to specific
27 material that qualifies under the appropriate standards. The Designating Party must
28 designate for protection only those parts of material, documents, items, or oral or

1 written communications that qualify so that other portions of the material,
2 documents, items, or communications for which protection is not warranted are not
3 swept unjustifiably within the ambit of this Order.

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

9 If it comes to a Designating Party's attention that information or items it
10 designated for protection do not qualify for that level of protection, that Designating
11 Party must promptly notify all other Parties that it is withdrawing the inapplicable
12 designation.

13 5.2 Except as otherwise provided in this Order, Disclosure or Discovery
14 Material that qualifies for protection under this Order must be clearly so designated
15 before the material is disclosed or produced.

16 Designation in conformity with this Order requires the following:

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

24 A Party or Nonparty that makes original documents available for inspection
25 need not designate them for protection until after the inspecting Party has indicated
26 which documents it would like copied and produced. During the inspection and
27 before the designation, all material made available for inspection must be treated as
28 "CONFIDENTIAL." After the inspecting Party has identified the documents it

1 wants copied and produced, the Producing Party must determine which documents,
2 or portions thereof, qualify for protection under this Order. Then, before producing
3 the specified documents, the Producing Party must affix the “CONFIDENTIAL”,
4 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend to each
5 page that contains Protected Material. If only a portion or portions of the material
6 on a page qualify for protection, the Producing Party also must clearly identify the
7 protected portion(s) (for example, by making appropriate markings in the margins).

8 (b) for testimony given in depositions, the Designating Party must identify
9 the Disclosure or Discovery Material that is protected on the record, before the
10 close of the deposition.

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

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

22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 6.1 Any Party or Nonparty may challenge a designation of confidentiality
24 at any time consistent with the Court’s scheduling order.

25 6.2 The Challenging Party must initiate the dispute-resolution process
26 (and, if necessary, file a discovery motion) under Local Rule 37.

27 6.3 The burden of persuasion in any such proceeding is on the Designating
28 Party. Frivolous challenges, and those made for an improper purpose (for example,

1 to harass or impose unnecessary expenses and burdens on other parties), may
2 expose the Challenging Party to sanctions. Unless the Designating Party has
3 waived or withdrawn the confidentiality designation, all parties must continue to
4 afford the material in question the level of protection to which it is entitled under
5 the Producing Party’s designation until the Court rules on the challenge.

6 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7 7.1 A Receiving Party may use Protected Material that is disclosed or
8 produced by another Party or by a Nonparty in connection with this Action only for
9 prosecuting, defending, or attempting to settle this Action. Such Protected Material
10 may be disclosed only to the categories of people and under the conditions
11 described in this Order. When the Action has been terminated, a Receiving Party
12 must comply with the provisions of Section 13 below (FINAL DISPOSITION).
13 Protected Material must be stored and maintained by a Receiving Party at a location
14 and in a manner sufficiently secure to ensure that access is limited to the people
15 authorized under this Order.

16 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
17 otherwise ordered by the Court or permitted in writing by the Designating Party, a
18 Receiving Party may disclose any information or item designated
19 “CONFIDENTIAL” only to the following people:

20 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
21 as employees of that Outside Counsel of Record to whom it is reasonably necessary
22 to disclose the information for this Action;

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

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

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1 (d) the Court and its personnel, provided that if a Party seeks to file
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” materials, the Party shall
3 follow the procedure outlined in Local Civil Rule 79-5;

4 (e) court reporters and their staff;

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

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

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

18 (i) any mediator or settlement officer, and their supporting personnel,
19 mutually agreed on by any of the Parties engaged in settlement discussions or
20 appointed by the Court.

21 7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
22 ONLY” Information or Items. Unless otherwise ordered by the court or permitted
23 in writing by the Designating Party, a Receiving Party may disclose any
24 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
25 EYES ONLY” to:

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

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

4 (c) the court and its personnel, provided that if a Party seeks to file
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” materials, the Party shall
6 follow the procedure outlined in Local Civil Rule 79-5;

7 (d) private court reporters and their staff to whom disclosure is reasonably
8 necessary for this Action and who have signed the “Acknowledgment and
9 Agreement to Be Bound” (Exhibit A);

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

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

15 (g) any mediator or settlement officer, and their supporting personnel,
16 mutually agreed upon by any of the parties engaged in settlement discussions or
17 appointed by the Court.

18 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
19 IN OTHER LITIGATION

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

24 (a) promptly notify in writing the Designating Party. Such notification must
25 include a copy of the subpoena or court order unless prohibited by law;

26 (b) promptly notify in writing the party who caused the subpoena or order to
27 issue in the other litigation that some or all of the material covered by the subpoena
28

1 or order is subject to this Protective Order. Such notification must include a copy
2 of this Order; and

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

5 If the Designating Party timely seeks a protective order, the Party served with
6 the subpoena or court order should not produce any information designated in this
7 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
8 EYES ONLY,” before a determination on the protective-order request by the
9 relevant court unless the Party has obtained the Designating Party’s permission.
10 The Designating Party bears the burden and expense of seeking protection of its
11 Confidential Material, and nothing in these provisions should be construed as
12 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
13 directive from another court.

14 9. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE
15 PRODUCED IN THIS LITIGATION

16 (a) The terms of this Order are applicable to information produced by a
17 Nonparty in this Action and designated as “CONFIDENTIAL” or “HIGHLY
18 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information is protected
19 by the remedies and relief provided by this Order. Nothing in these provisions
20 should be construed as prohibiting a Nonparty from seeking additional protections.

21 (b) In the event that a Party is required by a valid discovery request to
22 produce a Nonparty’s Confidential Information in its possession and the Party is
23 subject to an agreement with the Nonparty not to produce the Nonparty’s
24 Confidential Information, then the Party must

25 (1) promptly notify in writing the Requesting Party and the Nonparty that
26 some or all of the information requested is subject to a confidentiality agreement
27 with a Nonparty;

28

1 (2) promptly provide the Nonparty with a copy of this Order, the relevant
2 discovery request(s), and a reasonably specific description of the information
3 requested; and

4 (3) make the information requested available for inspection by the
5 Nonparty, if requested.

6 (c) If the Nonparty fails to seek a protective order within 21 days of
7 receiving the notice and accompanying information, the Receiving Party may
8 produce the Nonparty's Confidential Information responsive to the discovery
9 request. If the Nonparty timely seeks a protective order, the Receiving Party must
10 not produce any information in its possession or control that is subject to the
11 confidentiality agreement with the Nonparty before a ruling on the protective-order
12 request. Absent a court order to the contrary, the Nonparty must bear the burden
13 and expense of seeking protection of its Protected Material.

14 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

23 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
24 PROTECTED MATERIAL

25 When a Producing Party gives notice to Receiving Parties that certain
26 inadvertently produced material is subject to a claim of privilege or other
27 protection, the obligations of the Receiving Parties are those set forth in Federal
28 Rule of Civil Procedure 26(b)(5)(B).

1 12. MISCELLANEOUS

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

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

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

15 13. FINAL DISPOSITION

16 After the final disposition of this Action, as defined in paragraph 4, within 60
17 days of a written request by the Designating Party, each Receiving Party must
18 return all Protected Material to the Producing Party or destroy such material. As
19 used in this subdivision, "all Protected Material" includes all copies, abstracts,
20 compilations, summaries, and any other format reproducing or capturing any of the
21 Protected Material. Whether the Protected Material is returned or destroyed, the
22 Receiving Party must submit a written certification to the Producing Party (and, if
23 not the same person or entity, to the Designating Party) by the 60-day deadline that
24 identifies (by category, when appropriate) all the Protected Material that was
25 returned or destroyed and affirms that the Receiving Party has not retained any
26 copies, abstracts, compilations, summaries, or any other format reproducing or
27 capturing any of the Protected Material. Notwithstanding this provision, Counsel
28 are entitled to retain an archival copy of all pleadings; motion papers; trial,

1 deposition, and hearing transcripts; legal memoranda; correspondence; deposition
2 and trial exhibits; expert reports; attorney work product; and consultant and expert
3 work product even if such materials contain Protected Material. Any such archival
4 copies that contain or constitute Protected Material remain subject to this Order as
5 set forth in Section 4 (DURATION).

6 14. SANCTIONS

7 Any willful violation of this Order may be punished by civil or criminal
8 contempt, financial or evidentiary sanctions, reference to disciplinary authorities, or
9 other appropriate action at the discretion of the Court.

10
11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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13
14 Dated: January 6, 2021

LOZA & LOZA, LLP

15
16 By: /s/ Lena N. Bacani
Lena N. Bacani (SBN 213556)

17 *Attorneys for*
18 *Plaintiff/Counterdefendant*
19 *Goldwell Enterprises, Inc.*

1 Dated: January 6, 2021

CSREEDER, PC

2
3 By: /s/ Christopher S. Reeder
4 Christopher S. Reeder (SBN
5 193041)
6 Benjamin S. Tragish (SBN 292188)

7 *Attorneys for*
8 *Defendant/Counterclaimant, Brio*
9 *Water Technology, Inc. F/K/A Down*
10 *Town Wholesalers, Inc. and Defendant*
11 *Organize.com., Inc.*

12 **IT IS SO ORDERED.**

13 DATED: January 7, 2021

14 By: 
15 Hon. Jean P. Rosenbluth

16 EXHIBIT A

17 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

18 I, _____ [full name], of _____
19 [full address], declare under penalty of perjury that I have read in its entirety and
20 understand the Stipulated Protective Order that was issued by the U.S. District
21 Court for the Central District of California on [date] in the case of _____
22 [insert case name and number]. I agree to comply with and to be bound by all
23 terms of this Stipulated Protective Order, and I understand and acknowledge that
24 failure to so comply could expose me to sanctions and punishment, including
25 contempt. I solemnly promise that I will not disclose in any manner any
26 information or item that is subject to this Stipulated Protective Order to any person
27 or entity except in strict compliance with the provisions of this Order.

28 I further agree to submit to the jurisdiction of the U.S. 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 _____ [full

1 **name]** of _____ **[full address and**
2 **telephone number]** as my California agent for service of process in connection
3 with this action or any proceedings related to enforcement of this Stipulated
4 Protective Order.

5 Date: _____

6 City and State where signed: _____

7
8 Printed name: _____

9
10 Signature: _____

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