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NOTE: CHANGES MADE BY THE COURT

12 Attorneys for Plaintiff and Counter-Defendant  
13 SHEWAK LAJWANTI HOME FASHIONS, INC.

14  
15 **UNITED STATES DISTRICT COURT**  
16 **CENTRAL DISTRICT OF CALIFORNIA**

17  
18 SHEWAK LAJWANTI HOME  
19 FASHIONS, INC., a California  
20 corporation,

21 Plaintiff,

22 v.

23 MAVERICK INTERNATIONAL, LTD,  
24 a domestic Texas-based limited  
25 partnership; and PRISTEX MEDICAL,  
26 LLC, a Delaware limited liability  
27 company,

28 Defendants.

Case No. 2:21-cv-004717-FLA (JPRx)

**JOINT STIPULATED PROTECTIVE  
ORDER REGARDING PRODUCTION  
OF CONFIDENTIAL INFORMATION**

MAVERICK INTERNATIONAL, LTD,  
a Texas Domestic Limited Partnership,

Counter-Complainant,

v.  
SHEWAK LAJWANTI HOME  
FASHIONS, INC., a California  
corporation,

Counter-Defendant.

1 To facilitate the production and receipt of information during discovery in the  
2 above-captioned litigation, the parties agree and stipulate, through their respective  
3 counsel, to the entry of the following Stipulated Protective Order regarding the  
4 production of Confidential Information that may be produced or otherwise disclosed  
5 during the course of this litigation by any party or non-party.

6 **ORDER**

7 IT IS HEREBY ORDERED that the parties shall obey the following rules  
8 regarding the production of Confidential Information in the above-referenced matter:

9 **CONFIDENTIAL INFORMATION**

10 1. The parties acknowledge that discovery in this action may require the  
11 disclosure of documents and other materials that are trade secret, commercially  
12 sensitive, proprietary, private or otherwise confidential in nature. Such confidential  
13 material and proprietary materials and information may consist of, among other  
14 things, confidential business or personal financial information, information regarding  
15 confidential business practices, or other confidential, research development, or  
16 commercial information (including information implicating privacy rights of third  
17 parties), information otherwise generally unavailable to the public or which may be  
18 privileged or otherwise protected from disclosure under state or federal statutes, court  
19 rules, case decisions, or common law. To protect information the parties are entitled  
20 to keep confidential, to ensure that the parties are permitted reasonably necessary uses  
21 of such material in preparation for and in the conduct of trial, to address their handling  
22 at the end of the litigation, and serve the ends of justice, a protective order for such  
23 information is justified in this matter. It is the intent of the parties that information  
24 will not be designated as confidential for tactical reasons and that nothing be  
25 designated without a good faith belief that it has been maintained in a confidential,  
26 non-public manner, and there is good cause why it should not be part of the public  
27 record of this case.

28

1       2. The parties hereby agree that any party or non-party subject to discovery  
2 in this action may designate documents; deposition testimony, transcripts, and  
3 exhibits; responses to interrogatories; responses to requests for admission; and other  
4 written, recorded, or graphic information and materials produced by a party or non-  
5 party in the course of this action as “Confidential” (hereafter referred to as  
6 “Confidential Information”).

7       3. “Confidential Information” is information that has not been made public  
8 and that refers to, describes, or consists of the disclosure of confidential, proprietary,  
9 or otherwise non-public business, personal, technical, or financial information,  
10 employee personnel and earnings information, information protected by third-party  
11 privacy rights, or information which, if disclosed, will have the effect of causing harm  
12 to the parties’ competitive position. Confidential Information includes not only the  
13 information contained in documents and other materials designated as such pursuant  
14 to this Stipulated Protective Order, but also to any summaries, copies, abstracts,  
15 compilations, or other documents or material derived from Confidential Information.  
16 The parties acknowledge that the only information to be designated as Confidential  
17 Information is that which is properly subject to protection. The parties will not  
18 designate as “Confidential” any discovery material without first making a good faith  
19 determination that such protection is warranted.

20       4. Any Confidential Information shall be designated “Confidential” by the  
21 parties by so identifying the material with the appropriate legend. Whenever counsel  
22 for a party deems that any question or line of questioning calls for the disclosure of  
23 information that should be treated as Confidential Information, or when Confidential  
24 Information is used during or in connection with a deposition, counsel may: designate  
25 on the record prior to such disclosure that such information is being designated as  
26 “Confidential.” Only those portions of the transcript of the deposition designated  
27 “Confidential” shall be so treated.  
28

- 1       5.    Each party or non-party that designates information or items for
- 2 protection under this Stipulated Protective Order must take care to limit any such
- 3 designation to specific material that qualifies under the appropriate standards. The
- 4 designating party must designate for protection only those parts of material,
- 5 documents, items, or oral or written communications that qualify so that other
- 6 portions of the material, documents, items, or communications for which protection is
- 7 not warranted are not swept unjustifiably within the ambit of this Stipulated Protective
- 8 Order. Mass, indiscriminate, or routinized designations are prohibited. Designations
- 9 that are shown to be clearly unjustified or that have been made for an improper
- 10 purpose (e.g., to unnecessarily encumber the case development process or to impose
- 11 unnecessary expenses and burdens on other parties) may expose the designating party
- 12 to monetary or other sanctions. If it comes to a designating party's attention that
- 13 information or items that it designated for protection do not qualify for protection, that
- 14 designating party must promptly notify all other parties that it is withdrawing the
- 15 inapplicable designation.

## **AUTHORIZED USE AND DISCLOSURE**

17       6.     All Confidential Information produced, disclosed, or exchanged in the  
18 course of this litigation shall be used by the parties solely for the purpose of this  
19 litigation, and for no other purpose.

20       7. Any Confidential Information shall not be disclosed to any person  
21 without the written consent of counsel for the designating party, except that disclosure  
22 may be made to:

23                   a.        The parties' counsel in this litigation and their employees,  
24 secretaries, and paralegals, provided that each non-lawyer given access to Confidential  
25 Information shall be advised that such Confidential Information is being disclosed  
26 pursuant to, and is subject to, the terms of this Stipulated Protective Order and that the  
27 Confidential Information may not be disclosed other than pursuant to the terms of this  
28 Stipulated Protective Order;

- b. Outside consultants or experts retained to assist counsel in this action and their agents or employees;
- c. Mock jury participants;
- d. Any deposition or non-trial hearing witness in this litigation who previously had access to the Confidential Information, or who is currently or was previously an officer, director, partner, member, employee, or agent of an entity that had access to the Confidential Information, provided that each such witness given access to Confidential Information shall be advised that such Confidential Information is being disclosed pursuant to, and is subject to, the terms of this Stipulated Protective Order and that the Confidential Information may not be disclosed other than pursuant to the terms of this Stipulated Protective Order;
- e. Any other person the party designating the Confidential Information as confidential agrees to in writing;
- f. Court reporters/certified shorthand reporters in this litigation, even if not provided by the Court, whether at depositions, hearings, or any other proceeding; or,
- g. The Court, its personnel and its reporters.

8. Any party that seeks to make disclosure of Confidential Information permitted under this Stipulated Protective Order to a person listed in subparagraphs 7(a) - 7(f) above shall, prior to such disclosure, advise the recipient of such information of the contents of this Stipulated Protective Order and require each such person to whom such disclosure is made to execute an undertaking in the form attached hereto as **Exhibit A**. All such undertakings shall be retained by counsel for the party who discloses Confidential Information in this way. The Court, its personnel and its reporters do not have to sign the undertaking attached as **Exhibit A**.

9. The parties shall meet and confer regarding the procedures for use of Confidential Information at trial and shall move the Court for entry of an appropriate order, which may be done orally at the final pretrial conference. The extent and

1 manner in which any Confidential Information may be used at trial shall be decided by  
2 the Court after all parties have had an opportunity to be heard. Nothing herein shall  
3 be construed to affect in any manner the admissibility as evidence of any information  
4 or document.

5 **PROCEDURES FOR FILING WITH THE COURT**

6 10. Any Confidential Information that is filed with or submitted to the Court  
7 shall be accompanied by an application to file the papers or the portion thereof  
8 containing Confidential Information (if such portion may be segregated from the  
9 remainder of the document, transcript, pleading or other item containing Confidential  
10 Information) under seal. If any Confidential Information is submitted to the Court  
11 under seal, the party submitting the Confidential Information shall file a copy of the  
12 pleading containing the Confidential Information in redacted form. Central District  
13 Local Rule 79-5 sets forth the procedures that must be followed and reflects the  
14 standards that will be applied when a party seeks permission from the Court to file  
15 material under seal.

16 **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
17 **OTHER LITIGATION**

18 11. Nothing in this Stipulated Protective Order shall be construed as  
19 authorizing a party to disobey a lawful subpoena issued in another action.

20 12. If a party is served with a subpoena or a court order issued in other  
21 litigation that compels disclosure of any information or items designated in this action  
22 as "Confidential," that party must:

23 a. promptly notify in writing the designating party, and such  
24 notification shall include a copy of the subpoena or court order unless prohibited by  
25 law;

26 b. promptly notify in writing the party who caused the subpoena or  
27 order to issue in the other litigation that some or all of the material covered by the  
28 subpoena or order is subject to this Protective Order, and such notification shall

1 include a copy of this Stipulated Protective Order; and

2                   c.     cooperate with respect to all reasonable procedures sought to be  
3 pursued by the designating party whose Confidential Information may be affected.  
4 If the designating party timely seeks a protective order, the party served with the  
5 subpoena or court order shall not produce any information designated in this action as  
6 “CONFIDENTIAL” before a determination by the court from which the subpoena or  
7 order issued, unless the party has obtained the designating party’s permission. The  
8 designating party shall bear the burden and expense of seeking protection in that court  
9 of its confidential material and nothing in these provisions should be construed as  
10 authorizing or encouraging a receiving party in this action to disobey a lawful  
11 directive from another court.

#### **MISCELLANEOUS PROVISIONS**

13           13. Entering into, agreeing to, or producing or receiving Confidential  
14 Information or otherwise complying with the terms of this Stipulated Protective Order  
15 shall not:

16           a.     prejudice in any way the rights of the parties to object to the  
17 authenticity or admissibility into evidence of any Confidential Information;

18           b.     prejudice in any way the rights of the parties (or any other person  
19 subject to the terms of this Stipulated Protective Order) to seek a determination by the  
20 Court of whether any particular Confidential Information should be subject to  
21 protection as “Confidential” under the terms of this Stipulated Protective Order;

22           c.     prejudice in any way the rights of the parties (or any other person  
23 subject to the terms of this Stipulated Protective Order) to seek relief from the Court,  
24 on appropriate notice to all other parties to this litigation, from any provision(s) of this  
25 Stipulated Protective Order, either generally or as to any particular document,  
26 material, or information;

27           d.     prejudice in any way the rights of the parties to petition the Court  
28 for a further protective order relating to any purportedly Confidential Information;

1                   e. prevent the parties to this Stipulated Protective Order from  
2 agreeing in writing or on the record during a deposition or hearing in this action to  
3 alter or waive the provisions or protections provided for herein with respect to any  
4 particular information or material;

5                   f. limit a party's ability to grant non-parties access to its own  
6 Confidential Information;

7                   g. prejudice in any way the rights of the parties (or any other person  
8 subject to the terms of this Stipulated Protective Order) to seek relief from the Court,  
9 on appropriate notice to all other parties to this action, from any provision(s) of this  
10 Stipulated Protective Order, either generally or as to any particular document,  
11 material, or information;

12                  h. prevent a party or third party from objecting to discovery which it  
13 believes to be improper, including objections based upon the privileged, confidential,  
14 or proprietary nature of the Confidential Information requested.

15                  14. If material is appropriately designated as "CONFIDENTIAL" after the  
16 material was initially produced, the parties must make reasonable efforts to assure that  
17 the material is treated in accordance with the provisions of this Stipulated Protective  
18 Order. No action taken in compliance with it shall operate as an admission by the  
19 parties that any particular document or information is or is not confidential.

20                  15. If either party objects to the claims that information should be deemed  
21 Confidential, that party's counsel shall inform opposing counsel in writing within  
22 thirty (30) days of receipt of the Confidential Information or Confidential materials  
23 that the information should not be so deemed, and the parties shall attempt first to  
24 dispose of such disputes in good faith. If the parties are unable to resolve their dispute  
25 informally, the producing party may present a motion to the Court, pursuant to Central  
26 District Local Rules 37-1 through 37-4. The producing party shall have the burden on  
27 any designation motion of establishing the applicability of its "CONFIDENTIAL"  
28 designation. The information shall continue to have Confidential status until the

1 Court issues a decision on the motion.

2       16. The entry of this Stipulated Protective Order shall not be construed as a  
3 waiver of any right to object to the furnishing of information in response to discovery  
4 or to object to a requested inspection of documents or things.

5       17. Any party may consent to have any documents or other materials it  
6 previously designated as “CONFIDENTIAL” removed from the scope of this  
7 Stipulated Protective Order by so notifying counsel for the other parties in writing or  
8 by so stating on the record at any hearing or deposition. Nothing contained in this  
9 Stipulated Protective Order shall prevent any party from disclosing its own  
10 Confidential Information as it deems appropriate.

11       18. The receiving party will maintain the documents received and marked  
12 confidential in its secure litigation files which are destroyed after five (5) years. Any  
13 copies made during the litigation will be destroyed at the end of litigation.

14       19. The inadvertent production or disclosure of any privileged or otherwise  
15 protected information by any party shall not constitute, or be considered as a factor  
16 suggesting, a waiver or impairment of any claims of privilege or protection, including  
17 but not limited to, the attorney-client privilege and the protection afforded to work  
18 product materials.

19       20. If any privileged or otherwise protected information is inadvertently  
20 produced, the producing party must provide written notice to any other parties that  
21 such information, or discovery material containing such information, has been  
22 inadvertently produced or disclosed. Within three (3) business days of the receipt of  
23 such notice, each other party shall return to the producing party all such discovery  
24 material and copies thereof identified in the notice in its possession, and shall make  
25 reasonable efforts to reclaim and return any such discovery material and information.  
26 The party that has inadvertently produced or disclosed such information shall, within  
27 ten (10) business days after such material is returned to it, provide a privilege log  
28 identifying the discovery material and the copies returned to the producing party such

1 that the non-producing party is able to challenge the producing party's claim that the  
2 discovery materials are privileged or otherwise protected.

3       21. This Stipulated Protective Order may be modified by agreement of the  
4 parties, subject to the approval of the Court.

5       22. Any person who signs the Agreement attached as **Exhibit A** shall also  
6 obey the provisions of the Stipulated Protective Order.

7       23. Failure to comply with the Stipulated Protective Order may subject the  
8 non-compliant individual to sanctions and punishment in the nature of contempt.

9       **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

10      Dated: November 16, 2022

STEVEN T. GUBNER  
THEODORE G. SPANOS  
BG LAW LLP

14      By: /s/ Steven T. Gubner

15           Steven T. Gubner  
16           Theodore G. Spanos  
17           Talin Keshishian  
18           Attorneys for Plaintiff and Counter-  
19           Defendant  
20           SHEWAK LAJWANTI HOME  
21           FASHIONS, INC.

20      Dated: November 16, 2022

ANDRE CRONTHALL  
SHEPPARD MULLIN

23      By: /s/ Andre Cronthall

24           Andre Cronthall  
25           Attorneys for Defendant and Counter-  
26           Complainant  
27           MAVERICK INTERNATIONAL LTD.

27      Dated: November 16, 2022

JOSH I. KEANE  
BLAU | KEANE LAW GROUP, P.C

1  
2 Bv: /s/ Josh I. Keane  
3  
4

Josh I. Keane  
Attorneys for Defendant  
PRISTEX MEDICAL, LLC

5  
6  
7  
8 Dated: November 18, 2022  
9

  
By: JEAN P. ROSENBLUTH

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14 U.S. MAGISTRATE JUDGE  
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**EXHIBIT A**

**CONSENT TO BE BOUND**

I, \_\_\_\_\_, declare:

1. My address is \_\_\_\_\_ . My present occupation is \_\_\_\_\_ .

2. I have received a copy of the ORDER GRANTING JOINT  
STIPULATED PROTECTIVE ORDER OF CONFIDENTIAL INFORMATION  
("Stipulated Protective Order") in this action entitled *Shewak Lajwanti vs. Maverick  
Int'l, et al*, United States District Court Case No. 2:21-cv-04717-FLA (JPRx).

10       3. I certify that I understand that the Confidential Information is provided to  
11 me subject to the terms and restrictions of the Stipulated Protective Order.

12       4. I will comply with all of the provisions of the Stipulated Protective  
13 Order. I will hold in confidence and will not copy or use except for purposes of this  
14 action any information designated as “Confidential” that I receive or view in this  
15 action. I further understand that I am to retain in a secure manner all copies of all  
16 Confidential Information provided to me and that all copies of such Confidential  
17 Information are to remain in my personal custody until termination of my participation  
18 in this action, whereupon I will return the copies of such Confidential Information to  
19 the attorney who provided me with such Confidential Information.

5. I further irrevocably consent to the jurisdiction of the United States District Court, Central District of California, for the limited purposes of any proceeding to enforce or to secure compliance with the terms of the Stipulated Protective Order or to punish the breach of any terms of the Stipulated Protective Order.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
*[Signature]*

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### Signature