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19 UNITED STATES DISTRICT COURT  
 20 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

21 Thai Nippon Rubber Industry Public  
 22 Limited Company,  
 23 Plaintiff,  
 24 vs.  
 25 Playboy Enterprises International, Inc.,  
 26 Products Licensing, LLC, and Nicholai  
 Allen  
 27 Defendants.

Case No. 2:21-cv-9749-JFW-PD  
**STIPULATION AND  
 PROTECTIVE ORDER  
 [DISCOVERY MATTER:  
 REFERRED TO MAGISTRATE  
 JUDGE HON. PATRICIA  
 DONAHUE]**  
 Judge: Hon. John F. Walter  
 Trial Date: September 26, 2023

1 **1. 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 1.1 **GOOD CAUSE STATEMENT**

12 This action is likely to involve confidential, financial, and/or proprietary  
13 information for which special protection from public disclosure and from use for  
14 any purpose other than prosecution of this action is warranted. Such confidential and  
15 proprietary materials and information consist of, among other things, confidential  
16 business or financial information, information relating to the parties' international  
17 distribution practices, information regarding customers and prices, information  
18 regarding confidential business practices, or other confidential, commercial  
19 information (including information implicating privacy rights of third parties),  
20 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  
28 information is justified in this matter. It is the intent of the parties that information

1 will not be designated as confidential for tactical reasons and that nothing be so  
2 designated without a good faith belief that it has been maintained in a confidential,  
3 non-public manner, and there is good cause why it should not be part of the public  
4 record of this case.

5 1.2 ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
6 SEAL

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

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

24 Further, if a party requests sealing related to a dispositive motion or trial, then  
25 compelling reasons, not only good cause, for the sealing must be shown, and the  
26 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
27 *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For  
28 each item or type of information, document, or thing sought to be filed or introduced

1 under seal in connection with a dispositive motion or trial, the party seeking  
2 protection must articulate compelling reasons, supported by specific facts and legal  
3 justification, for the requested sealing order. Again, competent evidence supporting  
4 the application to file documents under seal must be provided by declaration.

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

## 11 **2. DEFINITIONS**

12 2.1 Action: the above-captioned case.

13 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
14 of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
16 how it is generated, stored or maintained) or tangible things that qualify for  
17 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
18 the Good Cause Statement.

19 2.4 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY (AEO)” Information  
20 or Items: extremely sensitive “Confidential Information or Items,” that qualify for  
21 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
22 the Good Cause Statement that are believed to contain highly sensitive or  
23 proprietary information, such as trade secrets and non-public, commercially  
24 sensitive financial data, business information, or research that would harm the  
25 Designating Party’s competitive standing if disclosed directly to a Party to this  
26 action or to the public.

27  
28

1           2.5    Counsel (without qualifier): Outside Counsel of Record and House  
2 Counsel (as well as their support staff, including regular or temporary employees  
3 and service vendors of such Counsel).

4           2.6    Designating Party: a Party or Non-Party that designates information or  
5 items produced in disclosures or in responses to discovery as “CONFIDENTIAL” or  
6 “CONFIDENTIAL-AEO.”

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

11          2.8    Expert: a person with specialized knowledge or experience in a matter  
12 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
13 an expert witness or as a consultant in this Action (as well as the Expert’s support  
14 staff).

15          2.9    House Counsel: attorneys who are employees of a party to this Action.  
16 House Counsel does not include Outside Counsel of Record or any other outside  
17 counsel.

18          2.10   Non-Party: any natural person, partnership, corporation, association or  
19 other legal entity not named as a Party to this action.

20          2.11   Outside Counsel of Record: attorneys who are not employees of a  
21 party to this action but are retained to represent or advise a party to this Action and  
22 have appeared in this action on behalf of that party or are affiliated with a law firm  
23 which has appeared on behalf of that party, and includes support staff, including  
24 regular or temporary employees and service vendors.

25          2.12   Party: any named party to this action, including all of its officers,  
26 directors, employees, consultants or advisors assisting the party in this action,  
27 retained experts, and Outside Counsel of Record (and their support staffs).

28

1           2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
2 Discovery Material in this action.

3           2.14 Professional Vendors: persons or entities engaged by a Party (through  
4 Outside Counsel of Record or otherwise) that provide litigation support services in  
5 this Action (*e.g.*, photocopying, videotaping, translating, preparing exhibits or  
6 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
7 and their employees and subcontractors.

8           2.15 Protected Material: any Disclosure or Discovery Material that is  
9 designated as “CONFIDENTIAL” or “CONFIDENTIAL-AEO.”

10          2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
11 from a Producing Party.

12 **3. SCOPE**

13          The protections conferred by this Stipulation and Order cover not only  
14 Disclosure and Discovery Material and Protected Material (as defined above), but  
15 also (1) any information copied or extracted from Protected Material; (2) all copies,  
16 excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
17 conversations, or presentations by Parties or their Counsel that might reveal  
18 Protected Material.

19          This Stipulation and Order also applies to all non-Parties that are served with  
20 subpoenas or who otherwise produce documents or are noticed for depositions in the  
21 Action, and all such non-Parties are entitled to the protections afforded hereby and  
22 subject to the obligations herein upon signing a Declaration in the form provided as  
23 Exhibit A. Any Party or its counsel serving a subpoena, after the date this  
24 Protective Order is entered, which requires the production of documents or  
25 testimony upon a non-Party shall serve a copy of this Order along with such  
26 subpoena.

27          However, the protections conferred by this Stipulation and Order do not cover  
28 the following information: (a) any information that is in the public domain at the

1 time of disclosure to a Receiving Party or becomes part of the public domain after  
2 its disclosure to a Receiving Party as a result of publication not involving a violation  
3 of this Order, including becoming part of the public record through trial or  
4 otherwise; and (b) any information known to the Receiving Party prior to the  
5 disclosure or obtained by the Receiving Party after the disclosure from a source who  
6 obtained the information lawfully and under no obligation of confidentiality to the  
7 Designating Party.

8 Any use of Protected Material at trial shall be governed by the orders of the  
9 trial judge. This Order does not govern the use of Protected Material at trial.

10 **4. DURATION**

11 Final Disposition of the action is defined as the later of (1) dismissal of all  
12 claims and defenses in this action, with or without prejudice; and (2) final judgment  
13 herein after the completion and exhaustion of all appeals, rehearings, remands,  
14 trials, or reviews of this action, including the time limits for filing any motions or  
15 applications for extension of time pursuant to applicable law. The terms of this  
16 protective order shall survive Final Disposition of the action for any retained  
17 Protected Material. The parties may stipulate that they will be contractually bound  
18 by the terms of this agreement beyond Final Disposition, but will have to file a  
19 separate action for enforcement of the agreement once all proceedings in this case  
20 are complete.

21 Once a case proceeds to trial, information that was designated as  
22 CONFIDENTIAL, CONFIDENTIAL-AEO or maintained pursuant to this  
23 protective order that is used or introduced as an exhibit at trial becomes public and  
24 will be presumptively available to all members of the public, including the press,  
25 unless compelling reasons supported by specific factual findings to proceed  
26 otherwise are made to the trial judge in advance of the trial. *See Kamakana*,  
27 447 F.3d at 1180–81 (distinguishing “good cause” showing for sealing documents  
28

1 produced in discovery from “compelling reasons” standard when merits–related  
2 documents are part of court record).

3 **5. DESIGNATING PROTECTED MATERIAL**

4 5.1 Exercise of Restraint and Care in Designating Material for Protection.

5 Each Party or Non–Party that designates information or items for protection under  
6 this Order must take care to limit any such designation to specific material that  
7 qualifies under the appropriate standards. The Designating Party must designate for  
8 protection only the material, documents, items or oral or written communications  
9 that qualify so that other material, documents, items or communications for which  
10 protection is not warranted are not swept unjustifiably within the ambit of this  
11 Order. Mass, indiscriminate or routinized designations are prohibited. Designations  
12 that are shown to be clearly unjustified or that have been made for an improper  
13 purpose (*e.g.*, to unnecessarily encumber the case development process or to impose  
14 unnecessary expenses and burdens on other parties) may expose the Designating  
15 Party to sanctions.

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

19 5.2 Manner and Timing of Designations. Except as otherwise provided in  
20 this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material  
21 that qualifies for protection under this Order must be clearly so designated at the  
22 time the material is disclosed or produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (*e.g.*, paper or electronic documents,  
25 but excluding transcripts of depositions or other pretrial or trial proceedings), that  
26 the Producing Party affix at a minimum, the legend “CONFIDENTIAL” or  
27 “CONFIDENTIAL-AEO,” as the case may be, to each page that contains protected  
28 material.

1 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
2 that the Designating Party identify it as “CONFIDENTIAL” or “CONFIDENTIAL-  
3 AEO” within thirty (30) days of the receipt of the final transcript of the deposition,  
4 hearing, or other proceeding. Until expiration of the 30-day period, the entire  
5 deposition or hearing transcript shall be treated as “CONFIDENTIAL-AEO.”

6 (c) for information produced in some form other than documentary and for  
7 any other tangible items, that the Producing Party affix in a prominent place on the  
8 exterior of the container or containers in which the information is stored the legend  
9 “CONFIDENTIAL” or “CONFIDENTIAL-AEO,” as the case may be.

10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
11 failure to designate qualified information or items does not, standing alone, waive  
12 the Designating Party’s right to secure protection under this Order for such material.

13 In the event that any Disclosure or Discovery Material is inadvertently  
14 produced without a “CONFIDENTIAL” or “CONFIDENTIAL-AEO” designation,  
15 the Party that inadvertently produced the document shall give written notice of such  
16 inadvertent production within twenty (20) days of discovery of the inadvertent  
17 production, together with a further copy of the subject Disclosure or Discovery  
18 Material designated as “CONFIDENTIAL” or “CONFIDENTIAL-AEO,” as the  
19 case may be (the “Inadvertent Production Notice”). Upon receipt of such Inadvertent  
20 Production Notice, the Party that received the inadvertently produced Disclosure or  
21 Discovery Material shall promptly destroy the inadvertently produced Disclosure or  
22 Discovery Material and all copies thereof, or, at the expense of the Producing Party,  
23 return such together with all copies of such Disclosure or Discovery Material to  
24 counsel for the Producing Party and shall retain only the “CONFIDENTIAL” or  
25 “CONFIDENTIAL-AEO” materials. Should the Receiving Party choose to destroy  
26 such inadvertently produced Disclosure or Discovery Material, the Receiving Party  
27 shall notify the Producing Party in writing of such destruction within ten (10) days  
28 of receipt of written notice of the inadvertent production. This provision is not

1 intended to apply to any inadvertent production of any Disclosure or Discovery  
2 Material protected by attorney-client or work product privileges, which is addressed  
3 specifically in Section 11 below. In the event that this provision conflicts with any  
4 applicable law regarding waiver of confidentiality through the inadvertent  
5 production of Documents, Testimony or Information, such law shall govern.

6 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
8 designation of confidentiality at any time that is consistent with the Court's  
9 Scheduling Order.

10 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
11 resolution process under Local Rule 37-1 et seq.

12 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
13 joint stipulation pursuant to Local Rule 37-2.

14 6.4 The burden of persuasion in any such challenge proceeding shall be on  
15 the Designating Party. Frivolous challenges, and those made for an improper  
16 purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other  
17 parties) may expose the Challenging Party to sanctions. Unless the Designating  
18 Party has waived or withdrawn the confidentiality designation, all parties shall  
19 continue to afford the material in question the level of protection to which it is  
20 entitled under the Producing Party's designation until the Court rules on the  
21 challenge.

22 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

23 7.1 Basic Principles. A Receiving Party may use Disclosure and Discovery  
24 Material, including Protected Material, that is disclosed or produced by another  
25 Party or by a Non-Party in connection with this Action only, for prosecuting,  
26 defending or attempting to settle this Action. Such Protected Material may be  
27 disclosed only to the categories of persons and under the conditions described in this  
28 Order. When the Action has been terminated, a Receiving Party must comply with

1 the provisions of section 13 below (FINAL DISPOSITION). Protected Material  
2 must be stored and maintained by a Receiving Party in a secure manner that ensures  
3 that access is limited to the persons authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
5 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated  
7 “CONFIDENTIAL” only to:

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

11 (b) the officers, directors, employees, and consultants or advisors assisting in  
12 this Action (including House Counsel) of the Receiving Party to whom disclosure is  
13 reasonably necessary for this Action;

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

18 (d) the Court and its personnel;

19 (e) court reporters, stenographers, or videographers who record testimony in  
20 connection with this Action;

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

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

26 (h) witnesses, noticed or subpoenaed, either at a deposition, through other  
27 Discovery Requests, or in court proceedings, and the witness’s counsel, to the extent  
28 that such disclosure is reasonably necessary for the proceedings or the resolution of

1 the Disputes, provided: (1) the witness sign the form attached as Exhibit A hereto;  
2 and (2) the witness and his or her attorneys will not be permitted to keep any  
3 confidential information unless they sign the “Acknowledgment and Agreement to  
4 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered  
5 by the Court. Pages of transcribed deposition testimony or exhibits to depositions  
6 that reveal Protected Material may be separately bound by the court reporter and  
7 may not be disclosed to anyone except as permitted under this Stipulated Protective  
8 Order; and

9 (i) any mediator or settlement officer, and their supporting personnel,  
10 mutually agreed upon by any of the parties engaged in settlement discussions, or  
11 appointed by the Court.

12 7.3 Disclosure of “CONFIDENTIAL-AEO” Information or Items. Unless  
13 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
14 Receiving Party may disclose any information or item designated  
15 “CONFIDENTIAL-AEO” only to:

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

19 (b) Experts (as defined in this Order) of the Receiving Party, as well as  
20 employees of said Experts, to whom disclosure is reasonably necessary for this  
21 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”  
22 (Exhibit A);

23 (c) the Court and its personnel;

24 (d) court reporters and their staff, professional jury or trial consultants, mock  
25 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this  
26 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”  
27 (Exhibit A);

28 (e) the author or recipient of a document containing the information or a

1 custodian or other person who otherwise possessed or knew the information;

2 (f) witnesses being questioned, either at a deposition or in court proceedings,  
3 and the witnesses' counsel, where the witness is indicated on the face of the document  
4 to have been an author, addressee, or copy recipient thereof, an actual or intended  
5 recipient thereof, or in the case of meeting minutes, an attendee of the meeting, in  
6 each case only to the extent such disclosure is reasonably necessary for the  
7 proceedings or the resolution of the Action, provided that the witness has signed or  
8 agreed on the record to sign a Declaration in the form of Exhibit A provided hereto.  
9 Those witnesses and their counsel who are shown "CONFIDENTIAL-AEO" material  
10 shall not be allowed to retain copies.

11 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
12 **PRODUCED IN OTHER LITIGATION**

13 If a Party is served with a subpoena or a court order issued in another  
14 litigation or proceeding that compels disclosure of any information or items  
15 designated in this Action as "CONFIDENTIAL" or "CONFIDENTIAL-AEO" that  
16 Party must:

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

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

24 (c) cooperate with respect to all reasonable procedures sought to be pursued  
25 by the Designating Party whose Protected Material may be affected. If the  
26 Designating Party timely seeks a protective order, the Party served with the  
27 subpoena or court order shall not produce any information designated in this action  
28 as "CONFIDENTIAL" or "CONFIDENTIAL-AEO" before a determination by the

1 court or other authorized body from which the subpoena or order issued, unless the  
2 Party has obtained the Designating Party’s permission. The Designating Party shall  
3 bear the burden and expense of seeking protection in that court or forum of its  
4 confidential material, and nothing in these provisions should be construed as  
5 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
6 directive from another court.

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

9 (a) The terms of this Order are applicable to information produced by a Non-  
10 Party in this Action and designated as “CONFIDENTIAL” or “CONFIDENTIAL-  
11 AEO.” Such information produced by Non-Parties in connection with this litigation  
12 is protected by the remedies and relief provided by this Order. Nothing in these  
13 provisions should be construed as prohibiting a Non-Party from seeking additional  
14 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- Party  
20 that some or all of the information requested is subject to a confidentiality  
21 agreement with a Non-Party;

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

25 3) make the information requested available for inspection by the Non-  
26 Party, if requested.

27 (c) If the Non-Party fails to seek a protective order from this Court within  
28 fourteen (14) days of receiving the notice and accompanying information, the

1 Receiving Party may produce the Non-Party's confidential information responsive  
2 to the discovery request. If the Non-Party timely seeks a protective order, the  
3 Receiving Party shall not produce any information in its possession or control that is  
4 subject to the confidentiality agreement with the Non-Party before a determination  
5 by the Court.

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

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

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

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

19 If Disclosure or Discovery Material or other information subject to a claim of  
20 attorney-client privilege, work-product immunity, or any other applicable claim of  
21 privilege or immunity is inadvertently produced or otherwise disclosed to any Party  
22 or Non-Party, such production or disclosure shall in no way prejudice or otherwise  
23 constitute a waiver of, or estoppel as to, any claim of privilege or immunity for such  
24 Disclosure or Discovery Material or other information. Disclosure or Discovery  
25 Material or other information subject to a claim of privilege or immunity must be  
26 returned as soon as it is discovered, without any need to show the production was  
27 inadvertent. The Receiving Party shall not use the inadvertently produced  
28 Disclosure or Discovery Material or other information for any purpose.

1           Upon request by the Producing Party pursuant to this Section, the Receiving  
2 Party shall immediately return all copies of such document(s) or thing(s) and shall  
3 destroy any derivative document such as a summary or comment on the  
4 inadvertently produced information. The Receiving Party may then move the Court  
5 for an order compelling production of such information, but the motion shall not  
6 assert as a ground for production the fact or circumstances of the inadvertent  
7 production. If a claim is disputed, the Receiving Party shall not use or disclose any  
8 Disclosure or Discovery Material or other information for which a claim of privilege  
9 or immunity is made pursuant to this Section for any purpose or until the matter is  
10 resolved by agreement of the parties or by a decision of the Court.

11           This order shall be interpreted to provide the maximum protection allowed by  
12 Federal Rule of Evidence 502(d). Nothing contained herein is intended to or shall  
13 serve to limit a party's right to conduct a review of documents, ESI, or information  
14 (including metadata) for relevance, responsiveness, and/or segregation of privileged  
15 and/or protected information before production.

16 **12. MISCELLANEOUS**

17           12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
18 Party or Non-Party producing documents subject to its terms to seek its modification  
19 by the Court in the future.

20           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
21 Protective Order, no Party waives any right it otherwise would have to object to  
22 disclosing or producing any information or item on any ground not addressed in this  
23 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
24 ground to use in evidence of any of the material covered by this Protective Order.

25           12.3 Filing Protected Material. A Party that seeks to file under seal any  
26 Protected Material must comply with Local Civil Rule 79–5. Protected Material may  
27 only be filed under seal pursuant to a court order authorizing the sealing of the  
28 specific Protected Material at issue. If a Party's request to file Protected Material

1 under seal is denied by the Court, then the Receiving Party may file the information  
2 in the public record unless otherwise instructed by the Court.

3 **13. FINAL DISPOSITION**

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

22 **14. VIOLATION**

23 Any violation of this Order may be punished by appropriate measures  
24 including, without limitation, contempt proceedings and/or monetary sanctions.  
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**IT IS SO STIPULATED.**

DATED: May 10, 2022

Respectfully submitted,

KIRKLAND ELLIS LLP

By /s/ Kristin Rose  
KRISTIN ROSE

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**SIGNATURE ATTESTATION**

I attest that all other signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

By /s/ Kristin Rose  
Kristin Rose

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

Dated: May 10, 2022



HON. PATRICIA DONAHUE  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full  
4 name], of \_\_\_\_\_ [print or type full  
5 address], declare under penalty of perjury that I have read in its entirety and  
6 understand the Stipulated Protective Order that was issued by the United States  
7 District Court for the Central District of California on \_\_\_\_\_, 20\_\_ in the case of  
8 *Thai Nippon Rubber Industry Public Company Limited v. Playboy Enterprises*  
9 *International Inc., et al.*, Case No. 2:21cv9749–JFW–PD. I agree to comply with  
10 and to be bound by all the terms of this Stipulated Protective Order, and I  
11 understand and acknowledge that failure to so comply could expose me to sanctions  
12 and punishment in the nature of contempt. I solemnly promise that I will not  
13 disclose in any manner any information or item that is subject to this Stipulated  
14 Protective Order to any person or entity except in strict compliance with the  
15 provisions of this Order. I further agree to submit to the jurisdiction of the United  
16 States District Court for the Central District of California for enforcing the terms of  
17 this Stipulated Protective Order, even if such enforcement proceedings occur after  
18 termination of this action.

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

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

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

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

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

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