

1 Brent H. Blakely (SBN 157292)  
 2 [bblakely@blakelylawgroup.com](mailto:bblakely@blakelylawgroup.com)  
 3 Tara A. Currie (SBN 323984)  
 4 [tcurrie@blakelylawgroup.com](mailto:tcurrie@blakelylawgroup.com)  
 5 **BLAKELY LAW GROUP**  
 6 1334 Parkview Avenue, Suite 280  
 7 Manhattan Beach, California 90266  
 8 Telephone: (310) 546-7400  
 9 Facsimile: (310) 546-7401

10 *Attorneys for Plaintiff*  
 11 *Chanel, Inc.*

12 Omid E. Khalifeh, SBN 267340  
 13 Ariana Santoro, SBN 300767  
 14 Louise Jillian Paris, SBN 347801  
 15 **OMNI LEGAL GROUP**  
 16 2029 Century Park E, Suite 438  
 17 Los Angeles, California 90067  
 18 Telephone: (310) 276-6664  
 19 Facsimile: (310) 305-1550

20 *Attorneys for Defendant*  
 21 *Royal's Closet*

22 **UNITED STATES DISTRICT COURT**  
 23 **CENTRAL DISTRICT OF CALIFORNIA**

24 Chanel, Inc.,  
 25 Plaintiff,  
 26 v.  
 27 Royal's Closet, et al.  
 28 Defendant.

Case No. 2:23-cv-10375-JFW-MRW

STIPULATED PROTECTIVE  
 ORDER

(MRW VERSION 4/19)

Check if submitted without  
 material modifications to MRW form

1. INTRODUCTION

1.1 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

1 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
2 enter the following Stipulated Protective Order. The parties acknowledge that this  
3 Order does not confer blanket protections on all disclosures or responses to  
4 discovery and that the protection it affords from public disclosure and use extends  
5 only to the limited information or items that are entitled to confidential treatment  
6 under the applicable legal principles. The parties further acknowledge, as set forth  
7 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
8 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
9 procedures that must be followed and the standards that will be applied when a party  
10 seeks permission from the court to file material under seal.

#### 11 1.2 GOOD CAUSE STATEMENT

12 This trademark infringement and counterfeiting action is likely to involve  
13 trade secrets, customer and pricing lists, and other valuable research, development,  
14 commercial, financial, technical and/or proprietary information for which special  
15 protection from public disclosure, from disclosure of certain designated information  
16 to party representatives, and from use for any purpose other than prosecution of this  
17 action is warranted. Such confidential and proprietary materials and information  
18 consist of, among other things, confidential business or financial information,  
19 information regarding confidential business practices, or other confidential research,  
20 development, or commercial information (including information implicating  
21 privacy rights of third parties, such as consumer purchasers of the products at issue),  
22 information otherwise generally unavailable to the public, or which may be  
23 privileged or otherwise protected from disclosure under state or federal statutes,  
24 court rules, case decisions, or common law.

25 Accordingly, to expedite the flow of information, to facilitate the prompt  
26 resolution of disputes over confidentiality of discovery materials, to adequately  
27 protect information the parties are entitled to keep confidential, to ensure that the  
28 parties are permitted reasonable necessary uses of such material in preparation for

1 and in the conduct of trial, to address their handling at the end of the litigation, and  
2 serve the ends of justice, a protective order for such information is justified in this  
3 matter. It is the intent of the parties that information will not be designated as  
4 confidential for tactical reasons and that nothing be so designated without a good  
5 faith belief that it has been maintained in a confidential, non-public manner, and  
6 there is good cause why it should not be part of the public record of this case.

7  
8 2. DEFINITIONS

9 2.1 Action: *Chanel, Inc. v. Royal's Closet, et al.*, Case No. 2:23-cv-10375-  
10 JFW-MRW

11 2.2 Challenging Party: a Party or Non-Party that challenges the  
12 designation of information or items under this Order.

13 2.3 "CONFIDENTIAL" Information or Items: information (regardless of  
14 how it is generated, stored or maintained) or tangible things that qualify for  
15 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
16 the Good Cause Statement.

17 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
18 their support staff).

19 2.5 Designating Party: a Party or Non-Party that designates information or  
20 items that it produces in disclosures or in responses to discovery as  
21 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
22 ONLY".

23 2.6 Disclosure or Discovery Material: all items or information, regardless  
24 of the medium or manner in which it is generated, stored, or maintained (including,  
25 among other things, testimony, transcripts, and tangible things), that are produced or  
26 generated in disclosures or responses to discovery in this matter.

1           2.7    Expert: a person with specialized knowledge or experience in a matter  
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
3 an expert witness or as a consultant in this Action.

4           2.8    House Counsel: attorneys who are employees of a party to this Action.  
5 House Counsel does not include Outside Counsel of Record or any other outside  
6 counsel.

7           2.9    “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
8 Information or Items: extremely sensitive “Confidential Information or Items,”  
9 disclosure of which to another Party or Non-Party would create a substantial risk of  
10 serious competitive harm that could not be avoided by less restrictive means, as  
11 detailed in the Good Cause statement above.

12           2.10 Non-Party: any natural person, partnership, corporation, association, or  
13 other legal entity not named as a Party to this action.

14           2.11 Outside Counsel of Record: attorneys who are not employees of a  
15 party to this Action but are retained to represent or advise a party to this Action and  
16 have appeared in this Action on behalf of that party or are affiliated with a law firm  
17 which has appeared on behalf of that party, and includes support staff.

18           2.12 Party: any party to this Action, including all of its officers, directors,  
19 employees, consultants, retained experts, and Outside Counsel of Record (and their  
20 support staffs).

21           2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
22 Discovery Material in this Action.

23           2.14 Professional Vendors: persons or entities that provide litigation  
24 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
25 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
26 and their employees and subcontractors.

27  
28

1           2.15 Protected Material: any Disclosure or Discovery Material that is  
2 designated as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL –  
3 ATTORNEYS’ EYES ONLY”.

4           2.16 Receiving Party: a Party that receives Disclosure or Discovery  
5 Material from a Producing Party.

6  
7       3.     SCOPE

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

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

15  
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 will be  
20 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
21 or without prejudice; and (2) final judgment herein after the completion and  
22 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
23 including the time limits for filing any motions or applications for extension of time  
24 pursuant to applicable law.

25  
26       5.     DESIGNATING PROTECTED MATERIAL

27           5.1 Exercise of Restraint and Care in Designating Material for Protection.  
28 Each Party or Non-Party that designates information or items for protection under

1 this Order must take care to limit any such designation to specific material that  
2 qualifies under the appropriate standards. The Designating Party must designate for  
3 protection only those parts of material, documents, items, or oral or written  
4 communications that qualify so that other portions of the material, documents,  
5 items, or communications for which protection is not warranted are not swept  
6 unjustifiably within the ambit of this Order.

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

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

15 5.2 Manner and Timing of Designations. Except as otherwise provided in  
16 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
17 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
18 under this Order must be clearly so designated before the material is disclosed or  
19 produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic documents,  
22 but excluding transcripts of depositions or other pretrial or trial proceedings), that  
23 the Producing Party affix at a minimum, the legend "CONFIDENTIAL" or  
24 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" (hereinafter  
25 "CONFIDENTIALITY legend"), to each page that contains protected material. If  
26 only a portion or portions of the material on a page qualifies for protection, the  
27 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
28 appropriate markings in the margins).

1           A Party or Non-Party that makes original documents available for  
2 inspection need not designate them for protection until after the inspecting Party has  
3 indicated which documents it would like copied and produced. During the  
4 inspection and before the designation, all of the material made available for  
5 inspection will be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
6 ONLY.” After the inspecting Party has identified the documents it wants copied  
7 and produced, the Producing Party must determine which documents, or portions  
8 thereof, qualify for protection under this Order. Then, before producing the specified  
9 documents, the Producing Party must affix the appropriate “CONFIDENTIALITY  
10 legend” to each page that contains Protected Material. If only a portion or portions  
11 of the material on a page qualifies for protection, the Producing Party also must  
12 clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
13 margins).

14           (b) for testimony given in depositions that the Designating Party identify the  
15 Disclosure or Discovery Material on the record, before the close of the deposition all  
16 protected testimony.

17           (c) for information produced in some form other than documentary and for  
18 any other tangible items, that the Producing Party affix in a prominent place on the  
19 exterior of the container or containers in which the information is stored the legend  
20 appropriate “CONFIDENTIALITY legend” If only a portion or portions of the  
21 information warrants protection, the Producing Party, to the extent practicable, will  
22 identify the protected portion(s).

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

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 will initiate the dispute  
6 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1  
7 et seq.

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

16  
17     7.     ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

28



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

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

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

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

13          (d) the Court and its personnel;

14          (e) court reporters and their staff;

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

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

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

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

3 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
4 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
5 writing by the Designating Party, a Receiving Party may disclose any information or  
6 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only  
7 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 litigation and who have signed the “Acknowledgment  
11 and Agreement to Be Bound” that is attached hereto as Exhibit A;

12 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably  
13 necessary for this litigation and (2) who have signed the “Acknowledgment and  
14 Agreement to Be Bound” (Exhibit A);

15 (c) the court and its personnel;

16 (d) court reporters and their staff, professional jury or trial consultants, and  
17 Professional Vendors to whom disclosure is reasonably necessary for this litigation  
18 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
19 A);

20 (e) the author or recipient of a document containing the information or a  
21 custodian or other person who otherwise possessed or knew the information; and

22 (f) any mediator or settlement officer, and their supporting personnel,  
23 mutually agreed upon by any of the parties engaged in settlement discussions.

24  
25  
26 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
27 IN OTHER LITIGATION  
28

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

5 (a) promptly notify in writing the Designating Party. Such notification  
6 will include a copy of the subpoena or court order;

7 (b) promptly notify in writing the party who caused the subpoena or order  
8 to issue in the other litigation that some or all of the material covered by the  
9 subpoena or order is subject to this Protective Order. Such notification will include  
10 a copy of this Stipulated Protective Order; and

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

13 If the Designating Party timely seeks a protective order, the Party served with  
14 the subpoena or court order will not produce any information designated in this  
15 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
16 EYES ONLY” before a determination by the court from which the subpoena or  
17 order issued, unless the Party has obtained the Designating Party’s permission. The  
18 Designating Party will bear the burden and expense of seeking protection in that  
19 court of its confidential material and nothing in these provisions should be construed  
20 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
21 directive from another court.

22  
23 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
24 PRODUCED IN THIS LITIGATION

25 (a) The terms of this Order are applicable to information produced by a  
26 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by  
28 Non-Parties in connection with this litigation is protected by the remedies and relief

1 provided by this Order. Nothing in these provisions should be construed as  
2 prohibiting a Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to  
4 produce a Non-Party's confidential information in its possession, and the Party is  
5 subject to an agreement with the Non-Party not to produce the Non-Party's  
6 confidential information, then the Party will:

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

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

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

15 (c) If the Non-Party fails to seek a protective order from this court within  
16 14 days of receiving the notice and accompanying information, the Receiving Party  
17 may produce the Non-Party's confidential information responsive to the discovery  
18 request. If the Non-Party timely seeks a protective order, the Receiving Party will  
19 not produce any information in its possession or control that is subject to the  
20 confidentiality agreement with the Non-Party before a determination by the court.  
21 Absent a court order to the contrary, the Non-Party will bear the burden and expense  
22 of seeking protection in this court of its Protected Material.

23  
24 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
26 Protected Material to any person or in any circumstance not authorized under this  
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
28 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts

1 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
2 persons to whom unauthorized disclosures were made of all the terms of this Order,  
3 and (d) request such person or persons to execute the “Acknowledgment and  
4 Agreement to Be Bound” that is attached hereto as Exhibit A.

5  
6 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
7 **PROTECTED MATERIAL**

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

18  
19 **12. MISCELLANEOUS**

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
21 person to seek its modification by the Court in the future.

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

27 12.3 Filing Protected Material. A Party that seeks to file under seal any  
28 Protected Material must comply with Civil Local Rule 79-5. Protected Material may

1 only be filed under seal pursuant to a court order authorizing the sealing of the  
2 specific Protected Material at issue. If a Party's request to file Protected Material  
3 under seal is denied by the court, then the Receiving Party may file the information  
4 in the public record unless otherwise instructed by the court.

5  
6 13. FINAL DISPOSITION

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

1 14. Any willful violation of this Order may be punished by civil or criminal  
2 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
3 authorities, or other appropriate action at the discretion of the Court.  
4

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
6  
7

8 BLAKELY LAW GROUP  
9

10 Dated: May 9, 2024

11 /s/ Tara A. Currie  
12 Brent H. Blakely  
13 Tara A. Currie  
14 ***Attorneys for Plaintiff***  
15 ***Chanel, Inc.***


16 OMNI LEGAL GROUP  
17

18 Dated: May 9, 2024

19 /s/ Louise Jillian Paris  
20 Omid E. Khalifeh  
21 Ariana Santoro  
22 Louise Jillian Paris  
23 ***Attorneys for Defendant***  
24 ***Royal's Closet***

25 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
26

27 DATED: 5/10/2024

28   
HON. MICHAEL R. WILNER  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [full name], of \_\_\_\_\_  
5 [full 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 \_\_\_\_\_ in the case of  
8 *Chanel, Inc. v. Royal's Closet*, Case No. 2:23-cv-10375-JFW-MRW. I agree to  
9 comply with and to be bound by all the terms of this Stipulated Protective Order and  
10 I understand and acknowledge that failure to so comply could expose me to  
11 sanctions and punishment in the nature of contempt. I solemnly promise that I will  
12 not disclose in any manner any information or item that is subject to this Stipulated  
13 Protective Order to any person or entity except in strict compliance with the  
14 provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court  
16 for the Central District of California for the purpose of enforcing the terms of this  
17 Stipulated Protective Order, even if such enforcement proceedings occur after  
18 termination of this action. I hereby appoint \_\_\_\_\_ [full  
19 name] of \_\_\_\_\_ [full address and  
20 telephone number] as my California agent for service of process in connection with  
21 this action or any proceedings related to enforcement of this Stipulated Protective  
22 Order.

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

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

25  
26 Printed name: \_\_\_\_\_

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