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17 THE UNITED STATES DISTRICT COURT  
 18 CENTRAL DISTRICT OF CALIFORNIA

19	FEDERATION OF TELUGU	)	Case No.: 5:14-cv-01278-RSWL-ASx
20	ASSOCIATIONS OF SOUTHERN	)	Hon. Ronald S.W. Lew
21	CALIFORNIA, a California corporation,	)	<del>PROPOSED</del> STIPULATED
22		)	PROTECTIVE ORDER
23	Plaintiff,	)	
24		)	<b>NOTE CHANGES MADE BY THE</b>
25	vs.	)	<b>COURT</b>
26		)	
27	TELUGU ASSOCIATION OF	)	DATE: None
28	SOUTHERN CALIFORNIA, a California	)	TIME: None
29	corporation,	)	PLACE: Courtroom 21 – 5 <sup>th</sup> Floor
30	Defendant.	)	

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1     1.     PURPOSES AND LIMITATIONS

2             1.1     Disclosure and discovery activity in this action are likely to involve  
3 production of confidential, proprietary, or private information for which special  
4 protection from public disclosure and from use for any purpose other than prosecuting  
5 this litigation may be warranted. Accordingly, the parties hereby stipulate to and  
6 petition the court to enter the following Stipulated Protective Order. The parties  
7 acknowledge that this Order does not confer blanket protections on all disclosures or  
8 responses to discovery and that the protection it affords from public disclosure and use  
9 extends only to the limited information or items that are entitled to confidential  
10 treatment under the applicable legal principles. The parties further acknowledge, as set  
11 forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
12 to file confidential information under seal; Local Rule 79-5 sets forth the procedures  
13 that must be followed and the standards that will be applied when a party seeks  
14 permission from the court to file material under seal.

15             1.2     Good Cause Statement: The parties to this case are separate and distinct  
16 charitable businesses serving the Telugu community through education programs,  
17 with a focus in Southern California. The parties each have their services based in  
18 Southern California. The parties represent a choice for potential members in the same  
19 geographic community and thereby compete for revenue in the form of membership  
20 dues and sponsorships, although there is no prohibition on an individual or entity  
21 joining both organizations. While much of the information relating to the operation of  
22 these entities is freely disclosed to members and the public at large, certain  
23 confidential business information such as revenue data, cost data, sponsorship data,  
24 membership data, sponsorship agreements and other information that qualify as trade  
25 secrets under California Civil Code § 3426.1 must necessarily be protected from  
26 disclosure to opposing parties and/or other competitors in the market, so as to avoid  
27 significant competitive harm.  
28

           The similar offerings and services of the parties is further evidenced by the fact

1 that each party has a filed federal trademark applications for the name TELUGU  
2 ASSOCIATION OF SOUTHERN CALIFORNIA. Each party has sought registration  
3 in class 035 for charitable services. Plaintiff describes in its trademark application its  
4 services as “charitable services, namely, promoting public awareness of Telugu  
5 language and culture.” In its trademark application, defendant describes its services as  
6 “charitable services, namely, promoting public awareness of Telugu language and  
7 culture.” Plaintiff’s application has processed and has been granted registration on the  
8 Supplement Register, whereas defendant’s application has been abandoned.

9 Both parties promote their services in the same fashion - largely by the Internet  
10 – using websites and emailed newsletters.

11 A threshold issue in the complaint is whether plaintiff owns valid trademark  
12 rights in the name “TELUGU ASSOCIATION OF SOUTHERN CALIFORNIA”.  
13 Defendant alleges that plaintiff abandoned the trademark and that the mark is merely  
14 descriptive.

15 On the other side of the issue of ownership is the issue of defendant’s past and  
16 anticipated use of the name “TELUGU ASSOCIATION OF SOUTHERN  
17 CALIFORNIA”. Those issues relate to past damages and injunctive relief. Discovery  
18 into those issues will require defendant’s membership information, as well as  
19 defendant’s future marketing plans, future membership plans, and future business  
20 plans, all of which constitute confidential information.

21 The [Proposed] Stipulated Protective Order enables resolution of the factual and  
22 legal issues without imposing undue competitive harm on the parties.

23 Federal Rule of Civil Procedure Rule 26(c)(1)(G) permits the grant of a  
24 protective order upon a showing of good cause, and provides that the protection of a  
25 trade secret or other confidential commercial information is a proper basis for the  
26 issuance of a protective order. The party seeking such an order must demonstrate a  
27 particular and specific need for the protective order. *Gray v. Rodewald*, 133 F.R.D.  
28 39, 40 (N.D. Cal. 1990).

1 A protective order that focuses on preventing disclosure of particular  
2 information, e.g. confidential business information, where disclosure would “likely  
3 cause serious harm,” is supported by good cause. *Hayden v. Siemens Medical*  
4 *Systems, Inc.*, 106 F.R.D. 551, 556, (S.D.N.Y. 1985). To support a showing of good  
5 cause, however, a protective order must be sufficiently tailored in the information it  
6 seeks to protect, e.g. by designating certain classes or types of information. *Id.*

7 A “blanket” protective order, as opposed to a broader “umbrella” protective  
8 order, “permits the parties to protect documents that they in good faith believe contain  
9 trade secret or other confidential commercial information. Such protective orders are  
10 routinely agreed to by the parties and approved by the courts in commercial litigation,  
11 especially in cases between direct competitors.” *Bayer AG and Miles Inc. v. Barr*  
12 *Laboratories, Inc.*, 162 F.R.D. 456, 465, (S.D.N.Y. 1995). It is the intent of the parties  
13 that information will not be designated as confidential for tactical reasons and that  
14 nothing be so designated without a good faith belief that it has been maintained in a  
15 confidential, non-public manner, and there is good cause why it should not be part of  
16 the public record this case.

17 The parties’ proposed protective order was drafted specifically to protect the  
18 disclosure of each party’s commercially sensitive sales information and other  
19 confidential business information, as set forth above and below. Confidential  
20 information under this agreement is specifically defined below. Such information,  
21 under the proposed protective order, may be designated CONFIDENTIAL, and is  
22 open to challenge by either party, any third party, or the public.

23 Based on the foregoing demonstration of good cause in support of the parties’  
24 Stipulated Protective Order, this Order should be granted by the Court to protect the  
25 parties’ confidential business information.

26 **2. DEFINITIONS**

27 2.1 Challenging Party: a Party or Non-Party that challenges the designation  
28 of information or items under this Order.

1           2.2    “CONFIDENTIAL” Information or Items: information (regardless of  
2 how it is generated, stored or maintained) or tangible things that qualify for protection  
3 under Federal Rule of Civil Procedure 26(c), and include, but are not necessarily  
4 limited to, sales/member dues data, member data, sponsor data, cost-of-sales, market  
5 research, and sponsorship agreements, and other similar information. ~~It is noted that~~  
6 ~~some of this information may be sufficiently sensitive that it might be designated~~  
7 ~~pursuant to section 2.7 below.~~

8           2.3    Counsel (without qualifier): Outside Counsel of Record (as well as their  
9 support staff).

10          2.4    Designating Party: a Party or Non-Party that designates information or  
11 items that it produces in disclosures or in responses to discovery as  
12 “CONFIDENTIAL”.

13          2.5    Disclosure or Discovery Material: all items or information, regardless of  
14 the medium or manner in which it is generated, stored, or maintained (including,  
15 among other things, testimony, transcripts, and tangible things), that are produced or  
16 generated in disclosures or responses to discovery in this matter.

17          2.6    Expert: a person with specialized knowledge or experience in a matter  
18 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve  
19 as an expert witness or as a consultant in this action, (2) is not a past or current  
20 employee of a Party or of a Party’s competitor, and (3) at the time of retention, is not  
21 anticipated to become an employee of a Party or of a Party’s competitor.

22          2.7    Non-Party: any natural person, partnership, corporation, association, or  
23 other legal entity not named as a Party to this action.

24          2.8    Outside Counsel of Record: attorneys who are not employees of a party  
25 to this action but are retained to represent or advise a party to this action and have  
26 appeared in this action on behalf of that party or are affiliated with a law firm which  
27 has appeared on behalf of that party.

28          2.9    Party: any party to this action, including all of its officers, directors,

1 employees, consultants, retained experts, and Outside Counsel of Record (and their  
2 support staff).

3 2.10 Producing Party: a Party or Non-Party that produces Disclosure or  
4 Discovery Material in this action.

5 2.11 Professional Vendors: persons or entities that provide litigation support  
6 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
7 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
8 and their employees and subcontractors.

9 2.12 Protected Material: any Disclosure or Discovery Material that is  
10 designated as “CONFIDENTIAL,” pursuant to the terms of paragraphs 2.2 and 2.7  
11 above.

12 2.13 Receiving Party: a Party that receives Disclosure or Discovery Material  
13 from a Producing Party.

### 14 **3. SCOPE**

15 The protections conferred by this Stipulation and Order cover not only  
16 Protected Material (as defined above), but also (1) any information copied or extracted  
17 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
18 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
19 or their Counsel that might reveal Protected Material. However, the protections  
20 conferred by this Stipulation and Order do not cover the following information: (a)  
21 any information that is in the public domain at the time of disclosure to a Receiving  
22 Party or becomes part of the public domain after its disclosure to a Receiving Party as  
23 a result of publication not involving a violation of this Order, including becoming part  
24 of the public record through trial or otherwise; and (b) any information known to the  
25 Receiving Party prior to the disclosure or obtained by the Receiving Party after the  
26 disclosure from a source who obtained the information lawfully and was under no  
27 obligation of confidentiality to the Designating Party. Any use of Protected Material at  
28 trial shall be governed by a separate agreement or order.

1 **4. DURATION**

2 4.1 **Confidential Designations at Trial:** The parties understand that the  
3 Court presumptively does not allow for confidentiality designations to be maintained  
4 at trial. Should either of the parties believe that any of the information or items  
5 disclosed in this action that have been designated by either party as CONFIDENTIAL  
6 requires that such level of protection be maintained at trial, the parties will separately  
7 apply to the district court judge for such relief sufficiently in advance of trial to allow  
8 for a motion to be filed, if necessary, and a hearing and order on such motion to occur.  
9 Any such request to maintain any information or items as CONFIDENTIAL for trial  
10 shall *specifically* identify and enumerate the information or item(s) sought to be so  
11 protected at trial, and *specifically* articulate the need to maintain such information or  
12 item(s) as CONFIDENTIAL at trial.

13 4.2 **Final Disposition:** Final disposition shall be deemed to be the later of (1)  
14 dismissal of all claims and defenses in this action, with or without prejudice; and (2)  
15 final judgment herein after the completion and exhaustion of all appeals, rehearings,  
16 remands, trials, or reviews of this action, including the time limits for filing any  
17 motions or applications for extension of time pursuant to applicable law.

18 **5. DESIGNATING PROTECTED MATERIAL**

19 5.1 **Exercise of Restraint and Care in Designating Material for Protection.**

20 Each Party or Non-Party that designates information or items for protection  
21 under this Order must take care to limit any such designation to specific material that  
22 qualifies under the appropriate standards. To the extent it is practical to do so, the  
23 Designating Party must designate for protection only those parts of material,  
24 documents, items, or oral or written communications that qualify – so that other  
25 portions of the material, documents, items, or communications for which protection is  
26 not warranted are not swept unjustifiably within the ambit of this Order.

27 Mass, indiscriminate, or routinized designations are prohibited. Designations  
28 that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber or retard the case development process or to  
2 impose unnecessary expenses and burdens on other parties) expose the Designating  
3 Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that it  
5 designated for protection do not qualify for protection at all or do not qualify for the  
6 level of protection initially asserted, that Designating Party must promptly notify all  
7 other parties that it is withdrawing the mistaken designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
9 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
10 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
11 Order must be clearly so designated before the material is disclosed or produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (e.g., paper or electronic documents,  
14 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
15 Producing Party affix the legend "CONFIDENTIAL" to each page that contains  
16 protected material. If only a portion or portions of the material on a page qualifies for  
17 protection, the Producing Party also must clearly identify the protected portion(s)  
18 (e.g., by making appropriate markings in the margins) and must specify, for each  
19 portion, the level of protection being asserted.

20 A Party or Non-Party that makes original documents or materials available for  
21 inspection need not designate them for protection until after the inspecting Party has  
22 indicated which material it would like copied and produced. During the inspection and  
23 before the designation, all of the material made available for inspection shall be  
24 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents  
25 it wants copied and produced, the Producing Party must determine which documents,  
26 or portions thereof, qualify for protection under this Order. Then, before producing the  
27 specified documents, the Producing Party must affix the legend "CONFIDENTIAL"  
28 to each page that contains Protected Material. If only a portion or portions of the



1 material on a page qualifies for protection, the Producing Party also must clearly  
2 identify the protected portion(s) (e.g., by making appropriate markings in the margins)  
3 and must specify, for each portion, the level of protection being asserted.

4 (b) for testimony given in deposition or in other pretrial proceedings, that the  
5 Designating Party identify on the record, before the close of the deposition, hearing, or  
6 other proceeding, all protected testimony and specify the level of protection being  
7 asserted. When it is impractical to identify separately each portion of testimony that is  
8 entitled to protection and it appears that substantial portions of the testimony may  
9 qualify for protection, the Designating Party may invoke on the record (before the  
10 deposition, hearing, or other proceeding is concluded) a right to have up to 21 days  
11 after receipt of the transcript to identify the specific portions of the testimony as to  
12 which protection is sought and to specify the level of protection being asserted. Only  
13 those portions of the testimony that are appropriately designated for protection within  
14 the 21 days shall be covered by the provisions of this Stipulated Protective Order. The  
15 entire transcript shall be treated as “CONFIDENTIAL” during the 21 day period.  
16 Any testimony not designated prior to the expiration of the 21 day period after the  
17 transcript becomes available shall be treated as undesignated.

18 Parties shall give the other parties notice if they reasonably expect a deposition,  
19 hearing or other proceeding to include Protected Material so that the other parties can  
20 ensure that only authorized individuals who have signed the “Acknowledgment and  
21 Agreement to Be Bound” (Exhibit A) are present at those proceedings. The use of a  
22 document as an exhibit at a deposition shall not in any way affect its designation as  
23 “CONFIDENTIAL.”

24 Transcripts containing Protected Material shall have an obvious legend on the  
25 title page that the transcript contains Protected Material, and the title page shall be  
26 followed by a list of all pages (including line numbers as appropriate) that have been  
27 designated as Protected Material and the level of protection being asserted by the  
28 Designating Party. The Designating Party shall inform the court reporter of these

1 requirements.

2 (c) for information produced in some form other than documentary and for any  
3 other tangible items, that the Producing Party affix in a prominent place on the  
4 exterior of the container or containers in which the information or item is stored the  
5 legend “CONFIDENTIAL”. If only a portion or portions of the information or item  
6 warrant protection, the Producing Party, to the extent practicable, shall identify the  
7 protected portion(s) and specify the level of protection being asserted.

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
9 failure to designate qualified information or items does not, standing alone, waive the  
10 Designating Party’s right to secure protection under this Order for such material. Upon  
11 timely correction of a designation, the Receiving Party must make reasonable efforts  
12 to assure that the material is treated in accordance with the provisions of this Order.

13 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

14 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
15 designation of confidentiality at any time **that is consistent with the Court’s**  
16 **scheduling Order**. Unless a prompt challenge to a Designating Party’s confidentiality  
17 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary  
18 economic burdens, or a significant disruption or delay of the litigation, a Party does  
19 not waive its right to challenge a confidentiality designation by electing not to mount a  
20 challenge promptly after the original designation is disclosed.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
22 resolution process by providing written notice of each designation it is challenging  
23 and describing the basis for each challenge. To avoid ambiguity as to whether a  
24 challenge has been made, the written notice must recite that the challenge to  
25 confidentiality is being made in accordance with this specific paragraph of the  
26 Protective Order. The parties shall attempt to resolve each challenge in good faith and  
27 must begin the process by conferring directly (in voice to voice dialogue; other forms  
28 of communication are not sufficient) within 10 days of the date of service of notice.

1 In conferring, the Challenging Party must explain the basis for its belief that the  
2 confidentiality designation was not proper and must give the Designating Party an  
3 opportunity to review the designated material, to reconsider the circumstances, and, if  
4 no change in designation is offered, to explain the basis for the chosen designation. A  
5 Challenging Party may proceed to the next stage of the challenge process only if it has  
6 engaged in this meet and confer process first or establishes that the Designating Party  
7 is unwilling to participate in the meet and confer process in a timely manner.

8       6.3 Judicial Intervention. If the Parties cannot resolve a challenge without  
9 court intervention, the Designating Party shall file and serve a motion to retain  
10 confidentiality under Local Rule 37 (and in compliance with Local Rule 79-5, if  
11 applicable) within 21 days of the initial notice of challenge or within 14 days of the  
12 parties agreeing that the meet and confer process will not resolve their dispute,  
13 whichever is earlier. Each such motion must be accompanied by a competent  
14 declaration affirming that the movant has complied with the meet and confer  
15 requirements imposed in the preceding paragraph. Failure by the Designating Party to  
16 make such a motion including the required declaration within 21 days (or 14 days, if  
17 applicable) shall automatically waive the confidentiality designation for each  
18 challenged designation. In addition, the Challenging Party may file a motion  
19 challenging a confidentiality designation at any time if there is good cause for doing  
20 so, including a challenge to the designation of a deposition transcript or any portions  
21 thereof. Any motion brought pursuant to this provision must be accompanied by a  
22 competent declaration affirming that the movant has complied with the meet and  
23 confer requirements imposed by the preceding paragraph.

24       The burden of persuasion in any such challenge proceeding shall be on the  
25 Designating Party. Frivolous challenges and those made for an improper purpose (e.g.,  
26 to harass or impose unnecessary expenses and burdens on other parties) may expose  
27 the Challenging Party to sanctions. Unless the Designating Party has waived the  
28 confidentiality designation by failing to file a motion to retain confidentiality as

1 described above, all parties shall continue to afford the material in question the level  
2 of protection to which it is entitled under the Producing Party’s designation until the  
3 court rules on the challenge.

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

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
6 disclosed or produced by another Party or by a Non-Party in connection with this case  
7 only for prosecuting, defending, or attempting to settle this litigation. Such Protected  
8 Material may be disclosed only to the categories of persons and under the conditions  
9 described in this Order. When the litigation has been terminated, a Receiving Party  
10 must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

14 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
15 otherwise ordered by the court or permitted in writing by the Designating Party, a  
16 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
17 only to:

18 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
19 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
20 disclose the information for this litigation and who have signed the “Acknowledgment  
21 and Agreement to Be Bound” that is attached hereto as Exhibit A;

22 (b) the officers, directors, and employees of the Receiving Party to whom  
23 disclosure is reasonably necessary for this litigation and who have signed the  
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

28 (d) the court and its personnel;

1 (e) court reporters and their staff;

2 (f); professional jury or trial consultants, and Professional Vendors to whom  
3 disclosure is reasonably necessary for this litigation and who have signed the  
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5 (f) (g) during their depositions, witnesses in the action to whom disclosure is  
6 reasonably necessary and who have signed the “Acknowledgment and Agreement to  
7 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered  
8 by the court. Pages of transcribed deposition testimony or exhibits to depositions that  
9 reveal Protected Material must be separately bound by the court reporter and may not  
10 be disclosed to anyone except as permitted under this Stipulated Protective Order.

11 (g) (h) the author or recipient of a document containing the information or a  
12 custodian or other person who otherwise possessed or knew the information.

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

15 If a Party is served with a subpoena or a court order issued in other litigation  
16 that compels disclosure of any information or items designated in this action as  
17 “CONFIDENTIAL” that Party must:

18 (a) promptly notify in writing the Designating Party. Such notification shall  
19 include a copy of the subpoena or court 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 or  
22 order is subject to this Protective Order. Such notification shall include a copy of this  
23 Stipulated Protective Order; and

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

26 If the Designating Party timely seeks a protective order, the Party served with  
27 the subpoena or court order shall not produce any information designated in this action  
28 as “CONFIDENTIAL” before a determination by the court from which the subpoena

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

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

8 (a) The terms of this Order are applicable to information produced by a Non-  
9 Party in this action and designated as “CONFIDENTIAL”. Such information produced  
10 by Non-Parties in connection with this litigation is protected by the remedies and  
11 relief provided by this Order. Nothing in these provisions should be construed as  
12 prohibiting a Non-Party from seeking additional protections.

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

17 1. promptly notify in writing the Requesting Party and the Non-Party  
18 that some or all of the information requested is subject to a confidentiality agreement  
19 with a Non-Party;

20 2. promptly provide the Non-Party with a copy of the Stipulated  
21 Protective Order in this litigation, the relevant discovery request(s), and a reasonably  
22 specific description of the information requested; and

23 3. make the information requested available for inspection by the  
24 Non-Party.

25 (c) If the Non-Party fails to object or seek a protective order from this court  
26 within 14 days of receiving the notice and accompanying information, the Receiving  
27 Party may produce the Non-Party’s confidential information responsive to the  
28 discovery request. If the Non-Party timely seeks a protective order, the Receiving

1 Party shall not produce any information in its possession or control that is subject to  
2 the confidentiality agreement with the Non-Party before a determination by the court.  
3 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
4 of seeking protection in this court of its Protected Material.

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

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

14 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
15 **PROTECTED MATERIAL**

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

26 **12. MISCELLANEOUS**

27 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
28 person to seek its modification by the court in the future.

1           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
2 Protective Order no Party waives any right it otherwise would have to object to  
3 disclosing or producing any information or item on any ground not addressed in this  
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
5 ground to use in evidence of any of the material covered by this Protective Order.

6           12.3 Filing Protected Material. Without written permission from the  
7 Designating Party or a court order secured after appropriate notice to all interested  
8 persons, a Party may not file in the public record in this action any Protected Material.  
9 A Party that seeks to file under seal any Protected Material must comply with Local  
10 Rule 79-5. Protected Material may only be filed under seal pursuant to a court order  
11 authorizing the sealing of the specific Protected Material at issue. Pursuant to Local  
12 Rule 79-5, a sealing order will issue only upon a request establishing that the  
13 Protected Material at issue is privileged, protectable as a trade secret, or otherwise  
14 entitled to protection under the law. If a Receiving Party's request to file Protected  
15 Material under seal pursuant to Local Rule 79-5(d) is denied by the court, then the  
16 Receiving Party may file the Protected Material in the public record pursuant to Local  
17 Rule 79-5 unless otherwise instructed by the court.

18 **13. FINAL DISPOSITION**

19           Within 60 days after the final disposition of this action, as defined in paragraph  
20 4, each Receiving Party must return all Protected Material to the Producing Party or  
21 destroy such material. As used in this subdivision, “all Protected Material” includes all  
22 copies, abstracts, compilations, summaries, and any other format reproducing or  
23 capturing any of the Protected Material. Whether the Protected Material is returned or  
24 destroyed, the Receiving Party must submit a written certification to the Producing  
25 Party (and, if not the same person or entity, to the Designating Party) by the 60-day  
26 deadline that (1) identifies (by category, where appropriate) all the Protected Material  
27 that was returned or destroyed and (2) affirms that the Receiving Party has not  
28 retained any copies, abstracts, compilations, summaries or any other format



1 reproducing or capturing any of the Protected Material. Notwithstanding this  
2 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
3 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
4 deposition and trial exhibits, expert reports, attorney work product, and consultant and  
5 expert work product, even if such materials contain Protected Material.

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

8  
9 DATED: March 30, 2015

SHIMOKAJI & ASSOCIATES, P.C.

10  
11 By: /s/ Michael A. Shimokaji

MICHAEL A. SHIMOKAJI

Attorneys for Plaintiff

12  
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14 DATED: March 9, 2015

WOLK & LEVINE, LLP

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16 By: /s/ Sarah R. Wolk

SARAH R. WOLK

Attorneys for Defendant

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

20 DATED: March 31, 2015

/s/

ALKA SAGAR

United States Magistrate Judge

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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_  
\_\_\_\_\_ [print or type full address],  
declare under penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States District Court for the  
Central District of California on [date] in the case of Federation of Telugu  
Associations of Southern California v. Telugu Association of Southern California,  
case no. 5:14-cv-01278-RSWL-Asx, I agree to comply with and to be bound by all the  
terms of this Stipulated Protective Order and I understand and acknowledge that  
failure to so comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner any information  
or item that is subject to this Stipulated Protective Order to any person or entity except  
in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action.

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

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

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

2

3 Printed name: \_\_\_\_\_

4 [printed name]

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

7 [signature]

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**FEDERATION OF TELUGU ASSOCIATIONS OF SOUTHERN CALIFORNIA v TELUGU ASSOCIATION OF SOUTHERN CALIFORNIA**

Case No. 5:14-cv-01278-RSWL-ASx

**CERTIFICATE OF SERVICE**

I, MICHAEL A. SHIMOKAJI, declare:

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action, my business address is 8911 Research Dr., Irvine, California 92618.

On the below date, I served the within documents, with all exhibits (if any):

**[PROPOSED] STIPULATED PROTECTIVE ORDER**

by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 pm. A copy of the transmittal report issued by the transmitting facsimile machine is attached hereto.

by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Irvine, California addressed as set forth below:

by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

by electronically filing with the Clerk of the Court using ECF which will send notification and a copy of such filing to the following persons:

Sarah Wolk  
Wolk & Levine, LLP  
550 N. Brand Blvd., Suite 625  
Glendale, CA 91203  
Fax (323) 892-2324

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[ ] by transmitting via email or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposition for mailing in affidavit.

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

Executed on March 30, 2015, at Irvine, California.

/s/ Michael A. Shimokaji  
Michael Shimokaji