

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Z BEST BODY AND PAINT SHOPS,
INC., a California corporation,

Plaintiff,

vs.

THE SHERWIN-WILLIAMS
COMPANY, and DOES 1 through 10,
Inclusive,

Defendants.

CASE NO.: 5:16-cv-02398-SVW-KK

Assigned to the
Honorable Stephen V. Wilson

**[PROPOSED] PROTECTIVE
ORDER**

Trial Date: December 5, 2017

1. A. 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 pursuing this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends

1 only to the limited information or items that are entitled to confidential treatment
2 under the applicable legal principles.

3 B. GOOD CAUSE STATEMENT

4 The above entitled action will necessarily involve discovery concerning
5 confidential, sensitive, and proprietary business information, including, but not
6 limited to, trade secrets, product development information, financial information,
7 confidential business practices, product quality reports, product pricing information,
8 customer lists, and other commercial information which may implicate the privacy
9 rights of third parties. This information is otherwise unavailable to the public,
10 privileged, and/or protected from disclosure under state or federal law. Accordingly,
11 to expedite the flow of information, to facilitate the prompt resolution of disputes over
12 confidentiality of discovery materials, to adequately protect information the parties
13 are entitled to keep confidential, to ensure that the parties are permitted reasonable
14 necessary uses of such material in preparation for and in the conduct of trial, to address
15 their handling at the end of the litigation, and serve the ends of justice, a protective
16 order for such information is justified in this matter. It is the intent of the parties that
17 information will not be designated as confidential for tactical reasons and that nothing
18 be so designated without a good faith belief that it has been maintained in a
19 confidential, non-public manner, and there is good cause why it should not be part of
20 the public record of this case.

21 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

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

27 There is a strong presumption that the public has a right of access to judicial
28 proceedings and records in civil cases. In connection with non-dispositive motions,

1 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
2 *County of Honolulu*, 447 F. 3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
3 *Corp.*, 307 F. 3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics,*
4 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require
5 good cause showing), and a specific showing of good cause or compelling reasons
6 with proper evidentiary support and legal justification, must be made with respect to
7 Protected Material that a party seeks to file under seal. The parties' mere designation
8 of Disclosure or Discovery Material as CONFIDENTIAL does not—without the
9 submission of competent evidence by declaration, establishing that the material
10 sought to be filed under seal qualifies as confidential, privileged, or otherwise
11 protectable—constitute good cause.

12 Further, if a party requests sealing related to a dispositive motion or trial, then
13 compelling reasons, not only good cause, for the sealing must be shown, and the relief
14 sought shall be narrowly tailored to serve the specific interest to be protected. *See*
15 *Pintos v. Pacific Creditors Ass'n.*, 605 F. 3d 665, 677-79 (9th Cir. 2010). For each
16 item or type of information, document, or thing sought to be filed or introduced under
17 seal in connection with a dispositive motion or trial, the party seeking protection must
18 articulate compelling reasons, supported by specific facts and legal justification, for
19 the requested sealing order. Again, competent evidence supporting the application to
20 file documents under seal must be provided by declaration.

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

27 ///

28 ///

1 2. DEFINITIONS

2 2.1 Action: This pending federal lawsuit.

3 2.2 Challenging Party: a Party or Non-Party that challenges the designation
4 of information or items under this Order.

5 2.3 “CONFIDENTIAL” Information or Material: information, material or
6 tangible thing (regardless of how it is generated, stored or maintained), that the
7 Designating Party reasonably believes qualifies for protection under Federal Rule of
8 Civil Procedure 26(c), and as specified above in the Good Cause Statement.

9 2.4 “HIGHLY CONFIDENTIAL” Information or Material: information,
10 material or tangible thing (regardless of how it is generated, stored or maintained),
11 that the Designating Party reasonably believes constitute confidential, sensitive,
12 business, or proprietary information the disclosure of which, would cause the
13 Designating Party competitive harm.

14 2.5 “ATTORNEYS’ EYES ONLY” Information or Material: information,
15 material or tangible thing (regardless of how it is generated, stored or maintained),
16 that the Designating Party reasonably believes qualifies for additional protection and
17 constitutes a trade secret or highly confidential, financial, customer and other
18 commercial information, including but not limited to the topics of strategic planning
19 or product research and development, the disclosure of which would cause the
20 Designating Party severe competitive harm.

21 2.6 Counsel: Outside Counsel of Record and House Counsel (as well as
22 their support staff).

23 2.7 Designating Party: a Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” or “ATTORNEY’S EYES
26 ONLY.”

27 2.8 Disclosure or Discovery Material: all items or information, regardless
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things) that are produced or
2 generated in disclosures or responses to discovery in this matter.

3 2.9 Expert: a person with specialized knowledge or experience in a matter
4 pertinent to the litigation who has been retained by a Party or its Counsel to serve as
5 an expert witness or as a consultant in this Action.

6 2.11 Client Representative: when used in this Order, is limited to persons
7 charged with having intimate knowledge of the facts and circumstances underlying
8 this Action and shall be limited to persons designated by the Counsel herein. A
9 designated Client Representative can only be a person or entity that is also Counsel,
10 an Expert, House Counsel, Outside Counsel of Record, or Party, as those terms are
11 defined herein. A Party designating a person or entity as a Client Representative
12 must provide written notice of this designation to all Parties.

13 2.12 House Counsel: attorneys who are employees of a party to this Action.
14 House Counsel does not include Outside Counsel of Record or any other outside
15 counsel.

16 2.13 Non-Party: any natural person, partnership, corporation, association or
17 other legal entity not named as a Party to this action.

18 2.14 Outside Counsel of Record: attorneys who are not employees of a party
19 to this Action but are retained to represent or advise a party to this Action and have
20 appeared in this Action on behalf of that party or are affiliated with a law firm that
21 has appeared on behalf of that party, and includes support staff.

22 2.15 Party: any party to this Action, including all of its officers, directors,
23 employees, consultants, retained experts, and Outside Counsel of Record (and their
24 support staffs).

25 2.16 Designating Party: a Party or Non-Party that produces Disclosure or
26 Discovery Material in this Action.

27 2.17 Professional Vendors: persons or entities that provide litigation support
28 services (e.g., photocopying, videotaping, translating, preparing exhibits or

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

3 2.18 Protected Material: any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” or
5 “ATTORNEY’S EYES ONLY.”

6 2.19 Receiving Party: a Party that receives Disclosure or Discovery Material
7 from a Designating Party.

8 3. SCOPE

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

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

16 4. DURATION

17 The confidentiality obligations imposed by this Order shall remain in effect
18 until Final Disposition of this case. “Final Disposition” shall be deemed to be the
19 later of (1) dismissal of all claims and defenses in this Action, with or without
20 prejudice; and (2) final judgment herein after the completion and exhaustion of all
21 appeals, rehearings, remands, trials, or reviews of this Action, including the time
22 limits for filing any motions or applications for extension of time pursuant to
23 applicable law.

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Exercise of Restraint and Care in Designating Material for Protection.

26 Each Party or Non-Party that designates information or items for protection
27 under this Order must take care to limit any such designation to specific material
28 that qualifies under the appropriate standards. The Designating Party must

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

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

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

13 **5.2 Manner and Timing of Designations.**

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

18 Designation in conformity with this Order requires:

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

26 A Party or Non-Party that makes original documents available for inspection
27 need not designate them for protection until after the inspecting Party has indicated
28 which documents it would like copied and produced. During the inspection and

1 before the designation, all of the material made available for inspection shall be
2 deemed "CONFIDENTIAL." After the inspecting Party has identified the
3 documents it wants copied and produced, the Designating Party must determine
4 which documents, or portions thereof, qualify for protection under this Order. Then,
5 before producing the specified documents, the Designating Party must affix the
6 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a
7 portion of the material on a page qualifies for protection, the Designating Party also
8 must clearly identify the protected portion(s) (e.g., by making appropriate markings
9 in the margins).

10 (b) for testimony given in depositions that the Designating Party
11 identifies the Disclosure or Discovery Material on the record, before the close of the
12 deposition all protected testimony.

13 (c) for information produced in some form other than documentary and
14 for any other tangible items, that the Designating Party affix in a prominent place on
15 the exterior of the container or containers in which the information is stored the
16 legend "CONFIDENTIAL." If only a portion or portions of the information
17 warrants protection, the Designating Party, to the extent practicable, shall identify
18 the protected portion(s).

19 5.3 Designation as Highly Confidential

20 A Designating Party may designate any "CONFIDENTIAL" information,
21 material or tangible thing subject to this Order with the legend "HIGHLY
22 CONFIDENTIAL" when the Designating Party reasonably believes such
23 information, material, or tangible thing constitutes confidential, sensitive, business,
24 or proprietary information the disclosure of which, would cause the Designating
25 Party competitive harm. The Designating Party shall visibly affix the legend
26 "HIGHLY CONFIDENTIAL" to any such documents or materials in the manner set
27 forth for "CONFIDENTIAL" designations in Sect. 5.2, above.

28 ///

1 5.4 Designation as Attorneys' Eyes Only.

2 A Designating Party may designate any "CONFIDENTIAL" information,
3 material or tangible thing to this Order with the legend "ATTORNEYS' EYES
4 ONLY" when the such information, material, or tangible thing qualifies for
5 additional protection and constitutes a trade secret or highly confidential, financial,
6 customer and other commercial information, including but not limited to the topics
7 of strategic planning or product research and development, the disclosure of which
8 would cause the Designating Party severe competitive harm. The Designating Party
9 shall visibly affix the legend "ATTORNEYS' EYES ONLY" to any such
10 documents or materials in the manner set forth for "CONFIDENTIAL" designations
11 in Sect. 5.2, above.

12 5.5 Inadvertent Failures to Designate.

13 If timely corrected, an inadvertent failure to designate qualified information
14 or items does not, standing alone, waive the Designating Party's right to secure
15 protection under this Order for such material. Upon timely correction of a
16 designation, the Receiving Party must make reasonable efforts to assure that the
17 material is treated in accordance with the provisions of this Order.

18 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

19 6.1 Timing of Challenges.

20 Any Party or Non-Party may challenge a designation of confidentiality at any
21 time that is consistent with the Court's Orders, Federal Rules of Civil Procedure,
22 and Local Rules.

23 6.2 Meet and Confer.

24 The Challenging Party shall initiate the dispute resolution process under
25 Local Rule 37-1 et seq.

26 6.3 Joint Stipulation.

27 Any challenge submitted to the Court shall be via a joint stipulation pursuant
28 to Local Rule 37-2.

1 6.4 The burden of persuasion in any such challenge proceeding shall be on
2 the Designating Party. Frivolous challenges, and those made for an improper
3 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
4 parties) may expose the Challenging Party to sanctions. Unless the Designating
5 Party has waived or withdrawn the confidentiality designation, all parties shall
6 continue to afford the material in question the level of protection to which it is
7 entitled under the Designating Party's designation until the Court rules on the
8 challenge.

9 7. ACCESS TO AND USE OF PROTECTED MATERIAL

10 7.1 Basic Principles.

11 A Receiving Party may use Protected Material that is disclosed or produced
12 by another Party or by a Non-Party in connection with this Action only for
13 prosecuting, defending, or attempting to settle this Action. Such Protected Material
14 may be disclosed only to the categories of persons and under the conditions
15 described in this Order. When the Action has been terminated, a Receiving Party
16 must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

20 7.2 Disclosure of "CONFIDENTIAL" Information or Items.

21 Unless otherwise ordered by the Court or permitted in writing by the
22 Designating Party, a Receiving Party may disclose any information or item
23 designated "CONFIDENTIAL" only to:

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

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

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

4 (d) the court and its personnel;

5 (e) court reporters and their staff;

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

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

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

20 (i) any mediators or settlement officers and their supporting personnel,
21 mutually agreed upon by any of the parties engaged in settlement discussions.

22 7.3 Disclosure of “HIGHLY CONFIDENTIAL” and “ATTORNEYS’
23 EYES ONLY” Information or Items.

24 Information or material designated as “HIGHLY CONFIDENTIAL” may be
25 disclosed only to Counsel (as defined in Section 2.6, above), Experts (as defined in
26 Section 2.9, above), and Client Representatives (as defined in Section 2.11, above).
27 Information or material designated as “ATTORNEYS’ EYES ONLY” may be
28 disclosed only to Counsel (as defined in Section 2.6, above), and Experts (as defined

1 in Section 2.9, above), exclusively.

2 Any further disclosure of such information to others shall occur only by
3 agreement of the parties in writing or court order.

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
5 IN OTHER LITIGATION

6 If a Party is served with a subpoena or a court order issued in other litigation
7 that compels disclosure of any Protected Material, that Party must:

8 (a) promptly notify in writing the Designating Party. Such notification
9 shall include a copy of the subpoena or court order;

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

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

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

24 9. A NON-PARTY'S PROPOSED MATERIAL SOUGHT TO BE
25 PRODUCED IN THIS LITIGATION

26 (a) The terms of this Order are applicable to information produced by a
27 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
28 CONFIDENTIAL" or "ATTORNEYS' EYES ONLY." Such information produced

1 by Non-Parties in connection with this litigation is protected by the remedies and
2 relief provided by this Order. Nothing in these provisions should be construed as
3 prohibiting a Non-Party from seeking additional protections.

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

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

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

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

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

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” attached hereto as Exhibit A.

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

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

17 12. MISCELLANEOUS

18 12.1 Right to Further Relief.

19 Nothing in this Order abridges the right of any person to seek its modification
20 by the Court in the future.

21 12.2 Right to Assert Other Objections.

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

27 12.3 Filing Protected Material.

28 A Party that seeks to file under seal any Protected Material must comply with

1 Local Civil Rule 79-5. Protected Material may only be filed under seal pursuant to a
2 Court order authorizing the sealing of the specific Protected Material at issue. If a
3 Party's request to file Protected Material under seal is denied by the Court, then the
4 Receiving Party may file the information in the public record unless otherwise
5 instructed by the Court.

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 Designating 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 Designating Party (and, if not the
14 same person or entity, to the Designating Party) by the 60-day deadline that (1)
15 identifies (by category, where appropriate) all the Protected Material that was
16 returned or destroyed and (2) affirms that the Receiving Party has not retained any
17 copies, abstracts, compilations, summaries or any other format reproducing or
18 capturing any of the Protected Material. Notwithstanding this provision, Counsel
19 are entitled to retain an archival copy of all pleadings, motion papers, trial,
20 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
21 and trial exhibits, expert reports, attorney work product, and consultant and expert
22 work product, even if such materials contain Protected Material. Any such archival
23 copies that contain or constitute Protected Material remain subject to this Protective
24 Order as set forth in Section 4 (DURATION).

25 14. VIOLATION

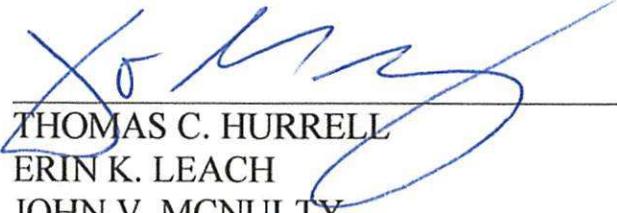
26 Any violation of this Order may be punished by appropriate measures
27 including, without limitation, contempt proceedings and/or monetary sanctions.
28

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED: September 25, 2017 WALKER TRIAL LAWYERS, LLP
3

4
5 By: 
6 BARRY M. WALKER
7 JAMES R. BOYD
8 LARISSA A. BRANES
9 Plaintiff Z BEST BODY AND PAINT
SHOPS, INC.

10 DATED: September 25, 2017 HURRELL CANTRALL LLP
11

12
13 By: 
14 THOMAS C. HURRELL
15 ERIN K. LEACH
16 JOHN V. MCNULTY
17 Attorneys for Defendant THE SHERWIN-
WILLIAMS COMPANY

18 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

19
20 DATED: September 26, 2017 
21 HON. KENLY KIYA KATO
22 United States Magistrate Judge
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREEMENT AND ACKNOWLEDGMENT TO BE BOUND

EXHIBIT A

I have read and understand the Stipulation for Protective Order and Protective Order of the United States District Court, Central District of California, entered on the ____ day of September, 2017, in the case of *Z Best Body and Paint Shops, Inc. v. The Sherwin-Williams Company*, Case No. 16-CV-02398-SVW-KK. 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 this jurisdiction of the United States District Court for the Central District of California for enforcing the terms of this Stipulated Protective Order, even if such enforcement proceeding occur after termination of this action.

I hereby appoint _____ of _____ [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.

Dated:

Signature

Name (Printed)

Street Address

_____ State _____ Zip

Occupation or Business

1 Submitted By:

2 Barry M. Walker (SBN 195947)
3 James R. Boyd (SBN 175597)
4 Larissa A. Branes (SBN 245875)
5 WALKER TRIAL LAWYERS, LLP
6 31504 Railroad Canyon Road, Suite 2
7 Canyon Lake, CA 92587
8 admin@walkertriallawyers.com
9 951.667.5792
10 951.821.7150 fax

11 Attorneys for Plaintiff,
12 Z BEST BODY AND PAINT SHOPS, INC.

13 Hurrell & Cantrall LLP
14 Thomas C. Hurrell
15 thurrell@hurrellcantrall.com
16 300 S. Grand Avenue, Suite 1300
17 Los Angeles, California 90071
18 Telephone: (213) 426-2000
19 Facsimile: (213) 426-2020

20 Young Basile Hanlon & MacFarlane, PC
21 Jeffrey D. Wilson (Pro Hac Vice)
22 wilson@youngbasile.com
23 3001 W. Big Beaver Road, Suite 624
24 Troy, Michigan 48084
25 Telephone: (248) 649-3333
26 Facsimile: (248) 649-3338

27 Attorneys for Defendant,
28 THE SHERWIN-WILLIAMS COMPANY

18
19
20
21
22
23
24
25
26
27
28