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IN THE UNITED STATES DISTRICT COURT
 FOR THE CENTRAL DISTRICT OF CALIFORNIA

MONSTER ENERGY COMPANY, a
 Delaware corporation,
 Plaintiff,
 v.
 INTEGRATED SUPPLY NETWORK,
 LLC, a Florida limited liability
 company,
 Defendant.

AND RELATED COUNTERCLAIMS.

Case No. 5:17-CV-00548-CBM-RAO
**STIPULATED PROTECTIVE
 ORDER**
 Hon. Consuelo B. Marshall
 Hon. Rozella A. Oliver

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1 **1. PURPOSES AND LIMITATIONS**

2 Plaintiff Monster Energy Company (“MEC”) and Defendant Integrated
3 Supply Network, LLC (“ISN”), recognizing that each may have materials
4 containing trade secret or other confidential research, technical, cost, price,
5 sales, marketing, or other commercial information, as is contemplated by
6 Federal Rule of Civil Procedure 26(c), have agreed to the terms of the Stipulated
7 Protective Order (“Order”) as set forth below. The purpose of this Order is to
8 protect the confidentiality of such materials as much as practical during the
9 litigation.

10 The parties acknowledge that this Order does not confer blanket
11 protections on all disclosures or responses to discovery and that the protection it
12 affords from public disclosure and use extends only to the limited information
13 or items that are entitled to confidential treatment under the applicable legal
14 principles.

15 **2. GOOD CAUSE STATEMENT**

16 This action is likely to involve trade secrets, customer and pricing lists
17 and other valuable research, development, commercial, financial, technical
18 and/or proprietary information for which special protection from public
19 disclosure and from use for any purpose other than prosecution of this action is
20 warranted. Such confidential and proprietary materials and information consist
21 of, among other things, confidential business or financial information,
22 information regarding confidential business practices, or other confidential
23 research, development, or commercial information (including information
24 implicating privacy rights of third parties), information otherwise generally
25 unavailable to the public, or which may be privileged or otherwise protected
26 from disclosure under state or federal statutes, court rules, case decisions, or
27 common law. Accordingly, to expedite the flow of information, to facilitate the
28 prompt resolution of disputes over confidentiality of discovery materials, to

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

10 **3. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING UNDER**
11 **SEAL**

12 The parties further acknowledge, as set forth in Section 14.3, below, that
13 this Stipulated Protective Order does not entitle them to file confidential
14 information under seal. Local Civil Rule 79-5 sets forth the procedures that
15 must be followed and the standards that will be applied when a party seeks
16 permission from the court to file material under seal.

17 In accordance with Local Rule 79-5, if any papers to be filed with the
18 Court contain information and/or documents that have been designated as
19 confidential, the proposed filing shall be accompanied by an application to file
20 papers or the portion thereof containing the designated information or
21 documents (if such portion is segregable) under seal. The parties further
22 acknowledge that Local Rule 79-5.2.2(b) sets forth the procedures to be
23 followed when filing papers containing confidential information or documents
24 designated by another party including notice to the designating party at least 3
25 days before filing.

26 **4. DEFINITIONS**

27 4.1 Action: this pending federal law suit.

28 4.2 Challenging Party: a Party or Non-Party that challenges the

1 designation of information or items under this Order.

2 4.3 “CONFIDENTIAL” Information or Items: information (regardless
3 of how it is generated, stored or maintained) or tangible things that qualify for
4 protection under Federal Rule of Civil Procedure 26(c), and as specified above
5 in the Good Cause Statement.

6 4.4 Counsel: Outside Counsel of Record and House Counsel (as well
7 as their support staff).

8 4.5 Designating Party: a Party or Non-Party that designates
9 information or items that it produces in disclosures or in responses to discovery
10 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
11 EYES ONLY.”

12 4.6 Disclosure or Discovery Material: all items or information,
13 regardless of the medium or manner in which it is generated, stored, or
14 maintained (including, among other things, testimony, transcripts, and tangible
15 things), that are produced or generated in disclosures or responses to discovery
16 in this matter, or otherwise produced or generated in the course of this litigation,
17 including without limitation production documents, electronically stored
18 information, things, answers to interrogatories, responses to requests for
19 admissions, and depositions, as well as testimony adduced at trial or a hearing
20 or any matters in evidence.

21 4.7 Expert: a person with specialized knowledge or experience in a
22 matter pertinent to the litigation who has been retained by a Party or its counsel
23 to serve as an expert witness or as a consultant in this Action.

24 4.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
25 Information or Items: information (regardless of how it is generated, stored or
26 maintained) or tangible things that qualify for protection under Federal Rule of
27 Civil Procedure 26(c), and as specified above in the Good Cause Statement, that
28 is extremely sensitive information the disclosure of which to another party or

1 non-party would likely harm the competitive position of the party producing the
2 information. Examples of information that could be considered HIGHLY
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY include sales volumes, sales
4 units, cost of goods sold, price structures, discounts, business costs, profits,
5 margins, technical documents, marketing strategies, competitive business plans,
6 and the identity of customers.

7 4.9 House Counsel: attorneys who are employees of a party to this
8 Action. House Counsel does not include Outside Counsel of Record or any
9 other outside counsel.

10 4.10 Non-Party: any natural person, partnership, corporation,
11 association, or other legal entity not named as a Party to this action.

12 4.11 Outside Counsel of Record: attorneys who are not employees of a
13 party to this Action but are retained to represent or advise a party to this Action
14 and have appeared in this Action on behalf of that party or are affiliated with a
15 law firm which has appeared on behalf of that party, and includes support staff.

16 4.12 Party: any party to this Action, including all of its officers,
17 directors, employees, consultants, retained experts, and Outside Counsel of
18 Record (and their support staffs).

19 4.13 Producing Party: a Party or Non-Party that produces Disclosure or
20 Discovery Material in this Action.

21 4.14 Professional Vendors: persons or entities that provide litigation
22 support services (e.g., photocopying, videotaping, translating, preparing exhibits
23 or demonstrations, computer database preparation, document coding, and
24 organizing, storing, or retrieving data in any form or medium) and their
25 employees and subcontractors.

26 4.15 Protected Material: any Disclosure or Discovery Material that is
27 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
28 ATTORNEYS’ EYES ONLY.”

1 4.16 Receiving Party: a Party that receives Disclosure or Discovery
2 Material from a Producing Party.

3 **5. SCOPE**

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

9 However, the protections conferred by this Stipulation and Order do not
10 cover the following information: (a) any information that is in the public domain
11 at the time of disclosure to a Receiving Party or becomes part of the public
12 domain after its disclosure to a Receiving Party as a result of publication not
13 involving a violation of this Order, including becoming part of the public record
14 through trial or otherwise; and (b) any information known to the Receiving
15 Party prior to the disclosure or obtained by the Receiving Party after the
16 disclosure from a source who obtained the information lawfully under no
17 obligation of confidentiality to the Designating Party.

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

20 **6. DURATION**

21 Once a case proceeds to trial, information that was designated as
22 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
23 ONLY, or otherwise maintained pursuant to this Stipulated Protective Order,
24 that is used or introduced as an exhibit at trial becomes public and will be
25 presumptively available to all members of the public, including the press, unless
26 compelling reasons supported by specific factual findings to proceed otherwise
27 are made to the trial judge in advance of the trial. *See Kamakana v. City and*
28 *County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing

1 “good cause” showing for sealing documents produced in discovery from
2 “compelling reasons” standard when merits-related documents are part of court
3 record). Accordingly, the terms of this Stipulated Protective Order do not
4 extend beyond the commencement of the trial with respect to such information.

5 **7. DESIGNATING PROTECTED MATERIAL**

6 7.1 Exercise of Restraint and Care in Designating Material for
7 Protection. Each Party or Non-Party that designates information or items for
8 protection under this Order must take care to limit any such designation to
9 specific material that qualifies under the appropriate standards.

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

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

19 7.2 Manner and Timing of Designations. Except as otherwise provided
20 in this Order, or as otherwise stipulated or ordered, Disclosure or Discovery
21 Material that qualifies for protection under this Order must be clearly so
22 designated at the time the material is disclosed or produced.

23 Designation in conformity with this Order requires:

24 (a) For information in documentary form (e.g., paper or
25 electronic documents, but excluding transcripts of depositions or other pretrial
26 or trial proceedings), that the Producing Party affix at a minimum, the legend
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
28 ONLY” (hereinafter “CONFIDENTIALITY legend”), to each page that

1 contains protected material.

2 A Party or Non-Party that makes original documents available for
3 inspection need not designate them for protection until after the inspecting Party
4 has indicated which documents it would like copied and produced. During the
5 inspection and before the designation, all of the material made available for
6 inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’
7 EYES ONLY.” After the inspecting Party has identified the documents it wants
8 copied and produced, the Producing Party must determine which documents, or
9 portions thereof, qualify for protection under this Order. Then, before
10 producing the specified documents, the Producing Party must affix the
11 “CONFIDENTIALITY legend” to each page that contains Protected Material.

12 (b) For a deposition transcript, the Producing Party shall
13 designate the transcript as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
14 – ATTORNEYS’ EYES ONLY” by requesting such treatment thereof either on
15 the record at the time of the deposition or by written notice to all counsel of
16 record after service of the final deposition transcript. If confidential treatment
17 of a transcript is requested by a party by written notice after completion of a
18 deposition, such written notice shall be provided to all counsel of record within
19 fourteen (14) days after completion and service of the final transcript. Such
20 written notice shall specifically identify by page and line number all portions of
21 the transcript that should be treated as “CONFIDENTIAL” or “HIGHLY
22 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in accordance with this
23 Stipulated Protective Order. All counsel receiving such notice shall be
24 responsible for marking the copies of the designated transcript or portion thereof
25 in their possession or control as provided for in the written notice. The parties
26 shall not disseminate a deposition transcript or the contents thereof beyond the
27 persons designated in Paragraph 9.3 below for a period of fourteen (14) days
28 after completion and service of the final transcript, except that portions of the

1 transcript may be filed under seal with the Court in connection with these
2 proceedings. Documents or things used as exhibits at a deposition that a party
3 desires to be subject to this Stipulated Protective Order shall be separately
4 stamped or marked “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
5 ATTORNEYS’ EYES ONLY.” The disclosing party will have the right to
6 exclude from attendance at a deposition, during such time as the Confidential
7 Information is to be disclosed, any person other than the deponent, counsel, the
8 court reporter, the videographer, designated experts and any person(s) agreed
9 upon by counsel for the disclosing party.

10 (c) For information produced in some form other than
11 documentary (including, without limitation, electronically stored information
12 produced in native format) and for any other tangible items, that the Producing
13 Party affix in a prominent place on the media or exterior of the container or
14 containers in which the information is stored the legend “CONFIDENTIAL” or
15 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a
16 portion or portions of the information warrants protection, the Producing Party,
17 to the extent practicable, shall identify the protected portion(s).

18 7.3 Inadvertent Failures to Designate. If timely corrected, an
19 inadvertent failure to designate qualified information or items does not, standing
20 alone, waive the Designating Party’s right to secure protection under this Order
21 for such material. Upon timely correction of a designation, the Receiving Party
22 must make reasonable efforts to assure that the material is treated in accordance
23 with the provisions of this Order.

24 **8. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

25 8.1 Timing of Challenges. Any Party or Non-Party may challenge a
26 designation of confidentiality at any time that is consistent with the Court’s
27 Scheduling Order.

28 8.2 Meet and Confer. The Challenging Party shall initiate the dispute

1 resolution process under Local Rule 37.1 *et seq.*

2 8.3 The burden of persuasion in any such challenge proceeding shall be
3 on the Designating Party. Frivolous challenges, and those made for an improper
4 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
5 parties) may expose the Challenging Party to sanctions. Unless the Designating
6 Party has waived or withdrawn the confidentiality designation, all parties shall
7 continue to afford the material in question the level of protection to which it is
8 entitled under the Producing Party's designation until the Court rules on the
9 challenge.

10 **9. ACCESS TO AND USE OF PROTECTED MATERIAL**

11 9.1 Basic Principles. A Receiving Party may use Protected Material
12 that is disclosed or produced by another Party or by a Non-Party in connection
13 with this Action only for prosecuting, defending, or attempting to settle this
14 Action. Such Protected Material may be disclosed only to the categories of
15 persons and under the conditions described in this Order. When the Action has
16 been terminated, a Receiving Party must comply with the provisions of section
17 15 below (FINAL DISPOSITION).

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

21 9.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
22 otherwise ordered by the court or permitted in writing by the Designating Party,
23 a Receiving Party may disclose any information or item designated
24 "CONFIDENTIAL" only to:

25 (a) the Receiving Party's Outside Counsel of Record in this
26 Action and other attorneys from Outside Counsel of Record's law firm, as well
27 as employees of said Outside Counsel of Record to whom it is reasonably
28 necessary to disclose the information for this Action;

1 (b) the officers, directors, and employees (including House
2 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
3 this Action and who have signed the “Acknowledgment and Agreement to Be
4 Bound” (Exhibit A);

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

8 (d) the court and its personnel;

9 (e) court reporters, videographers and their staff;

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

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

17 (h) during their depositions, witnesses, and attorneys for
18 witnesses, in the Action to whom disclosure is reasonably necessary provided:

19 (1) the deposing party requests that the witness sign the form attached as Exhibit
20 A hereto; and (2) they will not be permitted to keep any confidential information
21 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit
22 A), unless otherwise agreed by the Designating Party or ordered by the court.

23 Pages of transcribed deposition testimony or exhibits to depositions that reveal
24 Protected Material may be separately bound by the court reporter and may not
25 be disclosed to anyone except as permitted under this Stipulated Protective
26 Order; and

27 (i) any mediator or settlement officer, and their supporting
28 personnel, mutually agreed upon by any of the parties engaged in settlement

1 discussions.

2 9.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
3 Information or Items. Unless otherwise ordered by the court or permitted in
4 writing by the Designating Party, a Receiving Party may disclose any
5 information or item designated “CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY” only to:

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

11 (b) No more than three (3) House Counsel of the Receiving
12 Party, that has previously been identified to the other side in writing, to (1)
13 whom disclosure is reasonably necessary for this Action, (2) who have no
14 involvement in competitive decision-making, and (3) who have signed the
15 “Acknowledgement and Agreement to Be Bound” (exhibit A);

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

19 (d) the court and its personnel;

20 (e) court reporters, videographers and their staff;

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

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

28 (h) any mediator or settlement officer, and their supporting

1 personnel, mutually agreed upon by any of the parties engaged in settlement
2 discussions.

3 **10. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
4 **PRODUCED IN OTHER LITIGATION**

5 If a Party is served with a subpoena or a court order issued in another
6 litigation that compels disclosure of any information or items designated in this
7 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
8 ATTORNEYS’ EYES ONLY,” that Party must:

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

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

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

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

26 **11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
27 **PRODUCED IN THIS LITIGATION**

28 (a) The terms of this Order are applicable to information

1 produced by a Non-Party in this Action and designated as “CONFIDENTIAL”
2 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such
3 information produced by Non-Parties in connection with this litigation is
4 protected by the remedies and relief provided by this Order. Nothing in these
5 provisions should be construed as prohibiting a Non-Party from seeking
6 additional protections.

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

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

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

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

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

1 **12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has
3 disclosed Protected Material to any person or in any circumstance not
4 authorized under this Stipulated Protective Order, the Receiving Party must
5 immediately:

6 (a) notify in writing the Designating Party of the unauthorized
7 disclosures;

8 (b) use its best efforts to retrieve all unauthorized copies of the Protected
9 Material;

10 (c) inform the person or persons to whom unauthorized disclosures were
11 made of all the terms of this Order; and

12 (d) request such person or persons to execute the “Acknowledgment and
13 Agreement to Be Bound” that is attached hereto as Exhibit A.

14 **13. INADVERTENT PRODUCTION OF PRIVILEGED,**
15 **CONFIDENTIAL OR OTHERWISE PROTECTED MATERIAL**

16 The production of privileged or work-product protected documents,
17 electronically stored information or information, whether inadvertent or
18 otherwise, is not a waiver of the privilege or protection from discovery in this
19 case or in any other federal or state proceeding. This Order shall be interpreted
20 to provide the maximum protection allowed by Federal Rule of Evidence 502.

21 Nothing contained herein is intended to or shall serve to limit a Party’s
22 right to conduct a review of documents, ESI or information (including metadata)
23 for relevance, responsiveness, and/or segregation of privileged and/or protected
24 information before production.

25 If a Party through inadvertence produces or provides Disclosure or
26 Discovery Material which it believes is subject to a claim of an applicable
27 privilege, the Producing Party may give written notice to the Receiving Party or
28 Parties that the Disclosure or Discovery Material is subject to a claim of

1 privilege and request that it be returned to the Producing Party. If a Producing
2 Party or Non-Party requests the return, pursuant to this paragraph, of any
3 Disclosure or Discovery Material, the Receiving Party or Parties shall not use or
4 disclose, and shall immediately return to the Producing Party all copies of such
5 Disclosure or Discovery Material or confirm that all copies have been
6 destroyed. Return of the Disclosure or Discovery Material by the Receiving
7 Party shall not constitute an admission or concession, or permit any inference,
8 that the returned Disclosure or Discovery Material is, in fact, properly subject to
9 a claim of privilege nor shall it foreclose any Party from moving the court for an
10 order that such Disclosure or Discovery Material has been improperly
11 designated for reasons other than a waiver caused by the inadvertent production.

12 The inadvertent or unintentional disclosure by a Party or Non-Party of
13 Disclosure or Discovery Material which it believes should have been designated
14 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
15 EYES ONLY,” regardless of whether it was so designated at the time of
16 disclosure, shall not be deemed a waiver in whole or in part of the Party’s or
17 Non-Party’s claim of confidentiality, either as to the specific information
18 disclosed or as to any other information relating thereto or on the same or
19 related subject matter, provided that the Party or Non-Party notifies the
20 Receiving Party as soon as reasonably practicable after discovery of the
21 inadvertent or unintentional failure to designate but in no event more than 14
22 business days. If a Party or Non-Party inadvertently or unintentionally produces
23 or discloses Protected Material without designating it as such, the Party or Non-
24 Party may give written notice to the Receiving Party or Parties that the
25 Disclosure or Discovery Material is designated “CONFIDENTIAL” or
26 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” and should be
27 treated in accordance with the provisions of this Stipulated Protective Order.
28 The Receiving Party or Parties must treat such Disclosure or Discovery Material

1 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
2 EYES ONLY,” from the date such notice is received. Disclosure of such
3 Disclosure or Discovery Material, prior to receipt of such notice, to persons not
4 authorized to receive Protected Material shall not be deemed a violation of this
5 Stipulated Protective Order; however, those persons to whom disclosure was
6 made are to be advised that the Protected Material disclosed is
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY,” and must be treated in accordance with this Stipulated Protective
9 Order.

10 **14. MISCELLANEOUS**

11 14.1 Right to Further Relief. Nothing in this Order abridges the right of
12 any person to seek its modification by the Court in the future.

13 14.2 Right to Assert Other Objections. By stipulating to the entry of this
14 Stipulated Protective Order, no Party waives any right it otherwise would have
15 to object to disclosing or producing any information or item on any ground not
16 addressed in this Stipulated Protective Order. Similarly, no Party waives any
17 right to object on any ground to use in evidence of any of the Disclosure or
18 Discovery Material covered by this Stipulated Protective Order.

19 14.3 Filing Protected Material. A Party that seeks to file under seal any
20 Protected Material must comply with Local Civil Rule 79-5. Protected Material
21 may only be filed under seal pursuant to a court order authorizing the sealing of
22 the specific Protected Material at issue. If a Party’s request to file Protected
23 Material under seal is denied by the court, then the Receiving Party may file the
24 information in the public record unless otherwise instructed by the court.

25 14.4 Related Proceeding. In order to promote efficiency in this case, the
26 Parties stipulate and agree that they may use Disclosure or Discovery Material
27 that MEC and/or ISN produced in *Monster Energy Company v. Integrated*
28 *Supply Network, LLC*, Trademark Trial and Appeal Board Proceeding No.

1 91222676 (“the Opposition”). The parties agree that the Disclosure or
2 Discovery Material produced by MEC and/or ISN in the Opposition will be
3 subject to this Stipulated Protective Order. The parties further agree that any
4 Protected Material from the Opposition will be afforded the same level of
5 confidentiality protection as originally designated (i.e. through the
6 confidentiality designation marked on the documents or in correspondence
7 between the parties). For avoidance of doubt, any Disclosure or Discovery
8 Material marked “TRADE SECRET/COMMERCIALY SENSITIVE” in the
9 Opposition shall be treated as if designated “HIGHLY CONFIDENTIAL –
10 ATTORNEYS’ EYES ONLY” under the terms of this Stipulated Protective
11 Order.

12 **15. FINAL DISPOSITION**

13 After the final disposition of this Action, within 60 days of a written
14 request by the Designating Party, each Receiving Party must return all Protected
15 Material to the Producing Party or destroy such material. As used in this
16 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
17 summaries, and any other format reproducing or capturing any of the Protected
18 Material. Whether the Protected Material is returned or destroyed, the
19 Receiving Party must submit a written certification to the Producing Party (and,
20 if not the same person or entity, to the Designating Party) by the 60 day deadline
21 that states all Protected Material was returned or destroyed and affirms that the
22 Receiving Party has not retained any copies, abstracts, compilations, summaries
23 or any other format reproducing or capturing any of the Protected Material.
24 Notwithstanding this provision, Counsel are entitled to retain an archival copy
25 of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
26 memoranda, correspondence, deposition and trial exhibits, expert reports,
27 attorney work product, and consultant and expert work product, even if such
28 materials contain Protected Material. Any such archival copies that contain or

1 constitute Protected Material remain subject to this Stipulated Protective Order.

2 **16. VIOLATION**

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

5
6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:**

7 KNOBBE, MARTENS, OLSON & BEAR, LLP

8
9
10 Dated: October 13, 2017

By: /s/ Marko R. Zoretic
Steven J. Nataupsky
Lynda J. Zadra-Symes
Marko R. Zoretic
Jason A. Champion
Julianna M. Simon

14 Attorneys for Plaintiff,
15 MONSTER ENERGY COMPANY

16
17 STANDLEY LAW GROUP LLP

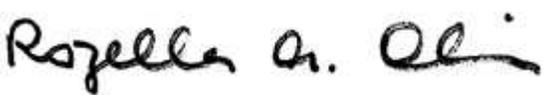
18
19 Dated: October 13, 2017

By: /s/ Jeffrey S. Standley (with permission)
Jeffrey S. Standley
Melissa A. Rogers McCurdy
Douglas C. Smith

23 Attorneys for Defendant
24 INTEGRATED SUPPLY NETWORK, LLC

25 **IT IS SO ORDERED.**

26
27 Dated: October 13, 2017

28 

Honorable Rozella A. Oliver

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 in the case of *Monster Energy Company v. Integrated Supply
Network, LLC*, Case No. 5:17-CV-00548-CBM (RAOx). 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
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: _____

City and State or Nation where sworn and signed: _____

Printed name: _____

Signature: _____