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16 IN THE UNITED STATES DISTRICT COURT  
 17 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
 18 EASTERN DIVISION

|                                      |   |                                    |
|--------------------------------------|---|------------------------------------|
| 19 AQUASTAR POOL PRODUCTS,           | ) | Civil Action No.                   |
| 20 INC., a California corporation,   | ) | 5:18-cv-00094-GW-SPx               |
|                                      | ) |                                    |
| 21 Plaintiff,                        | ) | <b>STIPULATED PROTECTIVE ORDER</b> |
|                                      | ) |                                    |
| 22 v.                                | ) |                                    |
|                                      | ) |                                    |
| 23 COLOR MATCH POOL FITTINGS,        | ) |                                    |
| 24 INC., an Arizona corporation; and | ) |                                    |
| DOES 1-10, inclusive,                | ) |                                    |
|                                      | ) | Hon. George H. Wu                  |
| 25 Defendants.                       | ) | Hon. Sheri Pym                     |
|                                      | ) |                                    |
| 26 AND RELATED COUNTERCLAIMS         | ) |                                    |
|                                      | ) |                                    |
| 27                                   | ) |                                    |
| 28                                   |   |                                    |

1     1.     STATEMENT OF GOOD CAUSE FOR PROTECTIVE ORDER

2             In this Protective Order, “this Action” refers to the instant action, *Aquastar*  
3 *Pool Products, Inc. v. Color Match Pool Fittings, Inc.*, Civil Action No. 5:18-cv-  
4 00094 GW (SPx).

5             Plaintiff Aquastar Pool Products, Inc. (“Plaintiff”) and Defendant Color  
6 Match Pool Fittings, Inc. (“Defendant”), agree that disclosure and discovery  
7 activity in the above-captioned action are likely to involve production of  
8 confidential, proprietary, and/or private information for which special protection  
9 from public disclosure and from use for any purpose other than prosecuting this  
10 litigation would be warranted. Such information likely will include, among other  
11 things, sensitive product information, product design and development materials,  
12 strategic decision making information, marketing and sales information, purchase  
13 orders, invoices, and customer and distributor information (collectively, the  
14 “Sensitive Information”).

15             Each Party wishes to ensure that such confidential information shall not be  
16 used for any purpose other than this Action and shall not be made public by a  
17 Party beyond the extent necessary for purposes of this Action. The Parties  
18 therefore seek to facilitate the production and protection of such information. The  
19 Parties acknowledge that this Protective Order does not confer blanket  
20 protections on all disclosures or responses to discovery and that the protection it  
21 affords extends only to the limited information or items that are entitled under the  
22 applicable legal principles to treatment as confidential. The Parties further  
23 acknowledge that this Protective Order creates no entitlement to file confidential  
24 information under seal.

25             Good cause exists to enter the instant Protective Order to protect such  
26 confidential information from public disclosure. The confidential information  
27 includes information that could be used by actual or potential competitors to gain  
28 a competitive advantage in the marketplace.

1 2. DEFINITIONS

2 2.1 Challenging Party: a Party or Non-Party that challenges the  
3 designation of information or items under this Order.

4 2.2 “CONFIDENTIAL” Information or Items: information (regardless  
5 of how it is generated, stored or maintained) or tangible things that qualify for  
6 protection under Federal Rule of Civil Procedure 26(c).

7 2.3 Counsel: Outside Counsel of Record and House Counsel (as well as  
8 their support staff).

9 2.4 Designating Party: a Party or Non-Party that designates information  
10 or items that it produces in disclosures or in responses to discovery as  
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
12 ONLY.”

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

17 2.6 Expert: a person with specialized knowledge or experience in a  
18 matter pertinent to the litigation who has been retained by a Party or its counsel  
19 to serve as an expert witness or as a consultant in this Action.

20 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
21 Information or Items: extremely sensitive “Confidential Information or Items,”  
22 disclosure of which to another Party or Non-Party would create a substantial risk  
23 of serious harm that could not be avoided by less restrictive means.

24 2.8 House Counsel: attorneys who are employees of a party to this  
25 Action. House Counsel does not include Outside Counsel of Record or any other  
26 outside counsel.

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1           2.9 Non-Party: any natural person, partnership, corporation, association,  
2 or other legal entity not named as a Party to this action.

3           2.10 Outside Counsel of Record: attorneys who are not employees of a  
4 party to this Action but are retained to represent or advise a party to this Action  
5 and have appeared in this Action on behalf of that party or are affiliated with a  
6 law firm which has appeared on behalf of that party, and includes support staff.

7           2.11 Party: any party to this Action, including all of its officers, directors,  
8 employees, consultants, retained experts, and Outside Counsel of Record (and  
9 their support staffs).

10          2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this Action.

12          2.13 Professional Vendors: persons or entities that provide litigation  
13 support services (e.g., photocopying, videotaping, translating, preparing exhibits  
14 or demonstrations, and organizing, storing, or retrieving data in any form or  
15 medium) and their employees and subcontractors.

16          2.14 Protected Material: any Disclosure or Discovery Material that is  
17 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
18 ATTORNEYS’ EYES ONLY.”

19          2.15 Receiving Party: a Party that receives Disclosure or Discovery  
20 Material from a Producing Party.

21    3.    SCOPE

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

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

1 4. DURATION

2 Even after final disposition of this litigation, the confidentiality obligations  
3 imposed by this Order shall remain in effect until a Designating Party agrees  
4 otherwise in writing or a court order otherwise directs. Final disposition shall be  
5 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
6 with or without prejudice; and (2) final judgment herein after the completion and  
7 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
8 including the time limits for filing any motions or applications for extension of  
9 time pursuant to applicable law.

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for  
12 Protection.

13 Each Party or Non-Party that designates information or items for protection  
14 under this Order must take care to limit any such designation to specific material  
15 that qualifies under the appropriate standards. The Designating Party must  
16 designate for protection only those parts of material, documents, items, or oral or  
17 written communications that qualify so that other portions of the material,  
18 documents, items, or communications for which protection is not warranted are  
19 not swept unjustifiably within the ambit of this Order.

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

25 If it comes to a Designating Party's attention that information or items that  
26 it designated for protection do not qualify for protection at all or do not qualify  
27 for the level of protection initially asserted, that Designating Party must promptly  
28 notify all other Parties that it is withdrawing the mistaken designation.

1           5.2 Manner and Timing of Designations. Except as otherwise provided  
2 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for  
4 protection under this Order must be clearly so designated before the material is  
5 disclosed or produced.

6           Designation in conformity with this Order requires:

7           (a) for information in documentary form (e.g., paper or electronic  
8 documents, but excluding transcripts of depositions or other pretrial or trial  
9 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or  
10 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that  
11 contains protected material. If only a portion or portions of the material on a page  
12 qualifies for protection, the Producing Party also must clearly identify the  
13 protected portion(s) (e.g., by making appropriate markings in the margins) and  
14 must specify, for each portion, the level of protection being asserted.

15           A Party or Non-Party that makes original documents or materials available  
16 for inspection need not designate them for protection until after the inspecting  
17 Party has indicated which material it would like copied and produced. During the  
18 inspection and before the designation, all of the material made available for  
19 inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’  
20 EYES ONLY.” After the inspecting Party has identified the documents it wants  
21 copied and produced, the Producing Party must determine which documents, or  
22 portions thereof, qualify for protection under this Order. Then, before producing  
23 the specified documents, the Producing Party must affix the appropriate legend  
24 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
25 ONLY”) to each page that contains Protected Material. If only a portion or  
26 portions of the material on a page qualifies for protection, the Producing Party  
27 also must clearly identify the protected portion(s) (e.g., by making appropriate  
28

1 markings in the margins) and must specify, for each portion, the level of  
2 protection being asserted.

3 (b) for testimony given in deposition or in other pretrial or trial  
4 proceedings, that the Designating Party identify on the record, before the close of  
5 the deposition, hearing, or other proceeding, all protected testimony and specify  
6 the level of protection being asserted. When it is impractical to identify separately  
7 each portion of testimony that is entitled to protection and it appears that  
8 substantial portions of the testimony may qualify for protection, the Designating  
9 Party may invoke on the record (before the deposition, hearing, or other  
10 proceeding is concluded) a right to have up to 21 days from receiving the  
11 transcript to identify the specific portions of the testimony as to which protection  
12 is sought and to specify the level of protection being asserted. Only those portions  
13 of the testimony that are appropriately designated for protection within the 21  
14 days shall be covered by the provisions of this Stipulated Protective Order.  
15 Alternatively, a Designating Party may specify, at the deposition or up to 21 days  
16 after receiving the transcript if that period is properly invoked, that the entire  
17 transcript shall be treated as “CONFIDENTIAL” or “HIGHLY  
18 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

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

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1 Transcripts containing Protected Material shall have an obvious legend on  
2 the title page that the transcript contains Protected Material, and the title page  
3 shall be followed by a list of all pages (including line numbers as appropriate)  
4 that have been designated as Protected Material and the level of protection being  
5 asserted by the Designating Party. The Designating Party shall inform the court  
6 reporter of these requirements. Any transcript that is prepared before the  
7 expiration of a 21-day period for designation shall be treated during that period  
8 as if it had been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’  
9 EYES ONLY” in its entirety unless otherwise agreed. After the expiration of that  
10 period, the transcript shall be treated only as actually designated.

11 (c) for information produced in some form other than  
12 documentary and for any other tangible items, that the Producing Party affix in a  
13 prominent place on the exterior of the container or containers in which the  
14 information or item is stored the legend “CONFIDENTIAL” or “HIGHLY  
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions  
16 of the information or item warrant protection, the Producing Party, to the extent  
17 practicable, shall identify the protected portion(s) and specify the level of  
18 protection being asserted.

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
20 failure to designate qualified information or items does not, standing alone, waive  
21 the Designating Party’s right to secure protection under this Order for such  
22 material. Upon timely correction of a designation, the Receiving Party must make  
23 reasonable efforts to assure that the material is treated in accordance with the  
24 provisions of this Order.

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28 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

1           6.1   Timing of Challenges. Any Party or Non-Party may challenge a  
2 designation of confidentiality at any time that is consistent with the Court’s  
3 Scheduling Order.

4           6.2   Meet and Confer. The Challenging Party shall initiate the dispute  
5 resolution process under Local Rule 37.1 et seq.

6           6.3   The burden of persuasion in any such challenge proceeding shall be  
7 on the Designating Party. Frivolous challenges, and those made for an improper  
8 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
9 parties) may expose the Challenging Party to sanctions. Unless the Designating  
10 Party has waived or withdrawn the confidentiality designation, all parties shall  
11 continue to afford the material in question the level of protection to which it is  
12 entitled under the Producing Party’s designation until the Court rules on the  
13 challenge.

14   7.    ACCESS TO AND USE OF PROTECTED MATERIAL

15           7.1   Basic Principles. A Receiving Party may use Protected Material that  
16 is disclosed or produced by another Party or by a Non-Party in connection with  
17 this Action only for prosecuting, defending, or attempting to settle this Action.  
18 Such Protected Material may be disclosed only to the categories of persons and  
19 under the conditions described in this Order. When the Action has been  
20 terminated, a Receiving Party must comply with the provisions of section 13  
21 below (FINAL DISPOSITION).

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

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

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

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

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

15           (d) the court and its personnel;

16           (e) court reporters and their staff;

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

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

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

26 (1) the deposing party requests that the witness sign the form attached as Exhibit  
27 A hereto; and (2) they will not be permitted to keep any confidential information  
28 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit

1 A), unless otherwise agreed by the Designating Party or ordered by the court.  
2 Pages of transcribed deposition testimony or exhibits to depositions that reveal  
3 Protected Material may be separately bound by the court reporter and may not be  
4 disclosed to anyone except as permitted under this Stipulated Protective Order;  
5 and

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

9 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’  
10 EYES ONLY” Information or Items. Unless otherwise ordered by the court or  
11 permitted in writing by the Designating Party, a Receiving Party may disclose  
12 any information or item designated “HIGHLY CONFIDENTIAL –  
13 ATTORNEYS’ EYES ONLY” only to:

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

17 (b) Experts of the Receiving Party (1) to whom disclosure is  
18 reasonably necessary for this litigation, (2) who have signed the  
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) as to whom  
20 the procedures set forth in paragraph 7.4(a), below, have been followed;

21 (c) the court and its personnel;

22 (d) court reporters and their staff;

23 (e) professional jury or trial consultants, and Professional  
24 Vendors to whom disclosure is reasonably necessary for this litigation and who  
25 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);  
26 and

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1 (f) the author or recipient of a document containing the  
2 information or a custodian or other person who otherwise possessed or knew the  
3 information.

4 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY  
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to  
6 Experts.

7 (a) Unless otherwise ordered by the court or agreed to in writing  
8 by the Designating Party, a Party that seeks to disclose to an Expert (as defined  
9 in this Order) any information or item that has been designated “HIGHLY  
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b)  
11 first must make a written request to the Designating Party that (1) identifies the  
12 general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
13 ONLY” information that the Receiving Party seeks permission to disclose to the  
14 Expert, (2) sets forth the full name of the Expert and the city and state of his or  
15 her primary residence, (3) attaches a copy of the Expert’s current resume, (4)  
16 identifies the Expert’s current employer(s), (5) identifies each person or entity  
17 from whom the Expert has received compensation or funding for work in his or  
18 her areas of expertise or to whom the expert has provided professional services,  
19 including in connection with a litigation, at any time during the preceding five  
20 years, and (6) identifies (by name and number of the case, filing date, and location  
21 of court) any litigation in connection with which the Expert has offered expert  
22 testimony, including through a declaration, report, or testimony at a deposition or  
23 trial, during the preceding five years.

24 (b) A Party that makes a request and provides the information  
25 specified in the preceding respective paragraphs may disclose the subject  
26 Protected Material to the identified Expert unless, within 14 days of delivering  
27 the request, the Party receives a written objection from the Designating Party.  
28 Any such objection must set forth in detail the grounds on which it is based.

1 (c) A Party that receives a timely written objection must meet and  
2 confer with the Designating Party (through direct voice to voice dialogue) to try  
3 to resolve the matter by agreement within seven days of the written objection. If  
4 no agreement is reached, the Party seeking to make the disclosure to the Expert  
5 may file a motion as provided in Civil Local Rule 7 (and in compliance with Civil  
6 Local Rule 79-5, if applicable) seeking permission from the court to do so. Any  
7 such motion must describe the circumstances with specificity, set forth in detail  
8 the reasons why disclosure to the Expert is reasonably necessary, assess the risk  
9 of harm that the disclosure would entail, and suggest any additional means that  
10 could be used to reduce that risk. In addition, any such motion must be  
11 accompanied by a competent declaration describing the parties' efforts to resolve  
12 the matter by agreement (i.e., the extent and the content of the meet and confer  
13 discussions) and setting forth the reasons advanced by the Designating Party for  
14 its refusal to approve the disclosure.

15 In any such proceeding, the Party opposing disclosure to the Expert shall  
16 bear the burden of proving that the risk of harm that the disclosure would entail  
17 (under the safeguards proposed) outweighs the Receiving Party's need to disclose  
18 the Protected Material to its Expert.

19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
20 PRODUCED IN OTHER LITIGATION

21 If a Party is served with a subpoena or a court order issued in other  
22 litigation that compels disclosure of any information or items designated in this  
23 Action "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'  
24 EYES ONLY," that Party must:

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

27 (b) promptly notify in writing the party who caused the subpoena  
28 or order to issue in the other litigation that some or all of the material covered by

1 the subpoena or order is subject to this Protective Order. Such notification shall  
2 include a copy of this Stipulated Protective Order; and

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

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

14 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
15 PRODUCED IN THIS LITIGATION

16 (a) The terms of this Order are applicable to information  
17 produced by a Non-Party in this Action and designated as “CONFIDENTIAL”  
18 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such  
19 information produced by Non-Parties in connection with this litigation is  
20 protected by the remedies and relief provided by this Order. Nothing in these  
21 provisions should be construed as prohibiting a Non-Party from seeking  
22 additional protections.

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

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

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

7 (3) make the information requested available for  
8 inspection by the Non-Party.

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

18 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL

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

13 12. MISCELLANEOUS

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
15 any person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
17 Protective Order no Party waives any right it otherwise would have to object to  
18 disclosing or producing any information or item on any ground not addressed in  
19 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
20 any ground to use in evidence of any of the material covered by this Protective  
21 Order.

22 12.3 Filing Protected Material. Without written permission from the  
23 Designating Party or a court order secured after appropriate notice to all interested  
24 persons, a Party may not file in the public record in this action any Protected  
25 Material. A Party that seeks to file under seal any Protected Material must  
26 comply with Civil Local Rule 79-5. Protected Material may only be filed under  
27 seal pursuant to a court order authorizing the sealing of the specific Protected  
28 Material at issue. If a Party's request to file Protected Material under seal is denied

1 by the court, then the Receiving Party may file the information in the public  
2 record unless otherwise instructed by the court.

3 13. FINAL DISPOSITION

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

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

4 IT IS SO STIPULATED.

5 LAUSON & TARVER LLP

6  
7 Dated: April 4, 2018 By: /s/ Robert J. Lauson (with permission)  
8 Robert J. Lauson  
9 Attorneys for Plaintiff/Counterdefendant,  
AQUASTAR POOL PRODUCTS, INC

10 KNOBBE, MARTENS, OLSON & BEAR, LLP

11  
12 Dated: April 4, 2018 By: /s/ Jared C. Bunker  
13 John B. Sganga, Jr.  
14 Paul A. Stewart  
15 Jared C. Bunker  
Attorneys for Defendant/Counterclaimant,  
16 COLOR MATCH POOL FITTINGS, INC.

17 **FILER'S ATTESTATION**

18 Pursuant to Local Rule 5-4.3.4 regarding signatures, I hereby attest that  
19 concurrence in the filing of this document has been obtained from all signatories  
20 above.

21 Dated: April 9, 2018 /s/ Jared C. Bunker  
22 Jared C. Bunker

23  
24 **IT IS SO ORDERED.**

25  
26 Dated: April 10, 2018   
27 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 matter of *Aquastar Pool  
Products, Inc. v. Color Match Pool Fittings, Inc.*, Civil Action No. 5:18-cv-00094  
GW (SPx). 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.

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

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

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

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

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