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11 ARMANDO DEL REAL; BOXY CHARM, INC.

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

VERA MONA, LLC, a California limited liability company,

Plaintiff,

v.

DYNASTY GROUP USA, LLC, a California limited liability company; ARMANDO DEL REAL, an individual; BOXY CHARM, INC., a Florida corporation; and DOES 1-100, inclusive,

Defendants.

Case No. 5:20-cv-02615-JGB-KK

Assigned to: Hon. Jesus G. Bernal
Referred to: Magistrate Kenly Kiya Kato

~~[PROPOSED]~~ ORDER GRANTING STIPULATED PROTECTIVE ORDER

First Amended Complaint filed:
March 4, 2021

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 prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following

1 Stipulated Protective Order. The parties acknowledge that this Order does not confer
2 blanket protections on all disclosures or responses to discovery and that the protection it
3 affords from public disclosure and use extends only to the limited information or items
4 that are entitled to confidential treatment under the applicable legal principles. The
5 parties further acknowledge, as set forth in Section 13.3 below, that this Stipulated
6 Protective Order does not entitle them to file confidential information under seal; Civil
7 Local Rule 79-5 sets forth the procedures that must be followed and the standards that
8 will be applied when a party seeks permission from the Court to file material under seal.

9 B. GOOD CAUSE STATEMENT

10 This action is likely to involve trade secrets, customer and pricing lists and other
11 valuable research, development, commercial, financial, technical and/or proprietary
12 information for which special protection from public disclosure and from use for any
13 purpose other than prosecution of this action is warranted. Such confidential and
14 proprietary materials and information consist of, among other things, confidential
15 business and financial information, information regarding confidential business
16 practices, or other confidential research, development, or commercial information
17 (including information implicating privacy rights of third parties), information generally
18 unavailable to the public, or which may be privileged or otherwise protected from
19 disclosure under state or federal statutes, court rules, case decisions, or common law.
20 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
21 disputes over confidentiality of discovery materials, to adequately protect information
22 the parties are entitled to keep confidential, to ensure that the parties are permitted
23 reasonable necessary uses of such material in preparation for and in the conduct of trial,
24 to address their handling at the end of the litigation, and serve the ends of justice, a
25 protective order for such information is justified in this matter.

26 The parties agree to provide increased protection for the disclosure of the
27 confidential materials that a Designating Party contends are highly confidential. Such
28 documents may be designated as “Highly Confidential – Attorney’s Eyes Only.” It is

1 the intent of the parties that information will not be designated as confidential for
2 tactical reasons and that nothing be so designated without a good faith belief that it has
3 been maintained in a confidential, non-public manner, and there is good cause why it
4 should not be part of the public record of this case.

5 2. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

6 The parties further acknowledge, as set forth in Section 13.3 below, that this
7 Stipulated Protective Order does not entitle them to file confidential information under
8 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the
9 standards that will be applied when a party seeks permission from the court to file
10 material under seal. There is a strong presumption that the public has a right of access to
11 judicial proceedings and records in civil cases. In connection with non-dispositive
12 motions, good cause must be shown to support a filing under seal. *See Kamakana v. City*
13 *and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
14 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics, Inc.*,
15 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good
16 cause showing), and a specific showing of good cause or compelling reasons with proper
17 evidentiary support and legal justification, must be made with respect to Protected
18 Material that a party seeks to file under seal. The parties' mere designation of Disclosure
19 or Discovery Material as CONFIDENTIAL or HIGHLY CONFIDENTIAL does not—
20 without the submission of competent evidence by declaration, establishing that the
21 material sought to be filed under seal qualifies as confidential, privileged, or otherwise
22 protectable—constitute good cause.

23 Further, if a party requests sealing related to a dispositive motion or trial, then
24 compelling reasons, not only good cause, for the sealing must be shown, and the relief
25 sought shall be narrowly tailored to serve the specific interest to be protected. *See Pintos*
26 *v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type
27 of information, document, or thing sought to be filed or introduced under seal, the party
28 seeking protection must articulate compelling reasons, supported by specific facts and

1 legal justification, for the requested sealing order. Again, competent evidence supporting
2 the application to file documents under seal must be provided by declaration.

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

9 **3. DEFINITIONS**

10 3.1. Action: This pending federal lawsuit, entitled *Vera Mona, LLC v. Dynasty*
11 *Group, LLC, et al.*, USDC CDCA Case No. 5:20-cv-02615-JGB-KK.

12 3.2. Challenging Party: A Party or Non-Party that challenges the designation of
13 information or items under this Order.

14 3.3. “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S
15 EYES ONLY” Information or Items: Information (regardless of how it is generated,
16 stored or maintained) or tangible things that qualify for protection under Federal Rule of
17 Civil Procedure 26(c), and as specified above in the Good Cause Statement.

18 3.4. Counsel: Outside Counsel of Record and House Counsel (as well as their
19 support staff).

20 3.5. Designating Party: A Party or Non-Party that designates information or
21 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL”
22 or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY.”

23 3.6. Disclosure or Discovery Material: All items or information, regardless of
24 the medium or manner in which it is generated, stored, or maintained (including, among
25 other things, testimony, transcripts, and tangible things), that are produced or generated
26 in disclosures or responses to discovery in this matter.

27 3.7. Expert: A person with specialized knowledge or experience in a matter
28 pertinent to the litigation who has been retained by a Party or its counsel to serve as an

1 expert witness or as a consultant in this Action.

2 3.8. House Counsel: Attorneys who are employees of a party to this Action.
3 House Counsel does not include Outside Counsel of Record or any other outside
4 counsel.

5 3.9. Non-Party: Any natural person, partnership, corporation, association, or
6 other legal entity not named as a Party to this action.

7 3.10. Outside Counsel of Record: Attorneys who are not employees of a party to
8 this Action but are retained to represent or advise a party to this Action and have
9 appeared in this Action on behalf of that party or are affiliated with a law firm which
10 has appeared on behalf of that party, and includes support staff.

11 3.11. Party: Any party to this Action, including all of its officers, directors,
12 employees, consultants, retained experts, and Outside Counsel of Record (and their
13 support staffs).

14 3.12. Producing Party: A Party or Non-Party that produces Disclosure or
15 Discovery Material in this Action.

16 3.13. Professional Vendors: Persons or entities that provide litigation support
17 services (e.g., photocopying, videotaping, translating, preparing exhibits or
18 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
19 their employees and subcontractors.

20 3.14. Protected Material: Any Disclosure or Discovery Material that is
21 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S
22 EYES ONLY.”

23 3.15. Receiving Party: A Party that receives Disclosure or Discovery Material
24 from a Producing Party.

25 4. SCOPE

26 The protections conferred by this Stipulation and Order cover not only Protected
27 Material (as defined above), but also (1) any information copied or extracted from
28 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected

1 Material; and (3) any testimony, conversations, or presentations by Parties or their
2 Counsel that might reveal Protected Material.

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

5 5. DURATION

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

13 6. DESIGNATING PROTECTED MATERIAL

14 6.1. Exercise of Restraint and Care in Designating Material for Protection. Each
15 Party or Non-Party that designates information or items for protection under this Order
16 must take care to limit any such designation to specific material that qualifies under the
17 appropriate standards. The Designating Party must designate for protection only those
18 parts of material, documents, items, or oral or written communications that qualify so that
19 other portions of the material, documents, items, or communications for which protection
20 is not warranted are not swept unjustifiably within the ambit of this Order.

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

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

28 6.2. Manner and Timing of Designations. Except as otherwise provided in this

1 Order (*see, e.g.*, Section 6.2(a) below), or as otherwise stipulated or ordered, Disclosure
2 or Discovery Material that qualifies for protection under this Order must be clearly so
3 designated before the material is disclosed or produced.

4 Designation in conformity with this Order requires the following:

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

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

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

28 (c) for information produced in form other than document and for any other

1 tangible items, that the Producing Party affix in a prominent place on the exterior of the
2 container or containers in which the information is stored the legend “CONFIDENTIAL”
3 or “HIGHLY CONFIDENTIAL.” If only a portion or portions of the information
4 warrants protection, the Producing Party, to the extent practicable, shall identify the
5 protected portion(s).

6 6.3. Inadvertent Failure to Designate. If timely corrected, an inadvertent failure
7 to designate qualified information or items does not, standing alone, waive the
8 Designating Party’s right to secure protection under this Order for such material. Upon
9 timely correction of a designation, the Receiving Party must make reasonable efforts to
10 assure that the material is treated in accordance with the provisions of this Order.

11 7. HIGHLY CONFIDENTIAL DESIGNATIONS

12 Information designated as “HIGHLY CONFIDENTIAL” shall be used by the
13 Receiving Party solely for the purposes of litigation between the Parties and may be
14 disclosed only to the following persons:

- 15 (a) Outside counsel of record as defined in paragraph 3.10.
- 16 (b) Experts or consultants retained for purposes of this litigation, but only
17 to the extent necessary to: (a) prepare a written opinion, (b) prepare to testify in the
18 Litigation, or (c) assist counsel in the prosecution or defense of the Litigation; provided
19 that such expert or consultant (1) is using the “HIGHLY CONFIDENTIAL” material
20 solely in connection with this litigation (2) signs the Acknowledgment attached in this
21 Protective Order before being provided “HIGHLY CONFIDENTIAL” materials, and (3)
22 complies with the requirements of Paragraph 7, *infra*;
- 23 (c) Court reporters and persons preparing transcripts of depositions;
- 24 (d) the Court, Court personnel, and jurors or potential jurors;
- 25 (e) the author of the document(s), or any individual whose name is shown
26 on the document(s) as having received it in the ordinary course of business, or any
27 individual that has or had possession of the document(s) in the ordinary course of
28 business, or the current or former custodian of the document(s); and

1 (f) any other person only upon order of the Court or upon stipulation of the
2 Designating Party, in writing or on the record of a deposition, hearing or trial.

3 8. PROCEDURES FOR APPROVING DISCLOSURE OF HIGHLY
4 CONFIDENTIAL MATERIALS TO EXPERTS

5 (a) Unless otherwise ordered by the Court or agreed to in writing by the
6 Designating Party, a Receiving Party that seeks to disclose to an expert any information
7 or item that has been designated “HIGHLY CONFIDENTIAL” must first make a written
8 request to the Designating Party that (1) sets forth the full name of the expert, (2) attach
9 a copy of the expert’s current resume that includes information on the expert’s currently
10 employer(s), and (3) identifies each person or entity from who the expert has received
11 compensation for work in his or her areas of expertise, including each person or entity to
12 whom the expert has provided professional services, at any time during the preceding five
13 years.

14 (b) A Receiving Party that makes a request and provides the information
15 specified in the preceding paragraph may disclose materials designated as “HIGHLY
16 CONFIDENTIAL” to the identified expert unless, within seven court days of making the
17 request, the Receiving Party receives a written objection from the Designating Party. Any
18 such objection must set forth in detail the grounds on which it is based.

19 (c) A Receiving Party that receives a timely written objection may file a
20 motion seeking permission from the court to permit it to disclose materials that are
21 designated as “HIGHLY CONFIDENTIAL” to its expert after first attempting to resolve
22 the dispute by meeting and conferring with the Designating Party regarding its written
23 objection and such motion must strictly comply with Local Rules 37-1 and 37-2
24 (including the Joint Stipulation requirement).

25 9. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 9.1. Timing of Challenges. Any party or Non-Party may challenge a designation
27 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

28 9.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution

1 process under Local Rule 37.1 et seq.

2 9.3. The burden of persuasion in any such challenge proceeding shall be on the
3 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
4 to harass or impose unnecessary expenses and burdens on other parties) may expose the
5 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
6 the confidentiality designation, all parties shall continue to afford the material in question
7 the level of protection to which it is entitled under the Producing Party’s designation until
8 the Court rules on the challenge.

9 10. ACCESS TO AND USE OF PROTECTED MATERIAL

10 10.1. Basic Principles. A Receiving Party may use Protected Material that is
11 disclosed or produced by another Party or by a Non-Party in connection with this Action
12 only for prosecuting, defending, or attempting to settle this Action. Such Protected
13 Material may be disclosed only to the categories of persons and under the conditions
14 described in this Order. When the Action has been terminated, a Receiving Party must
15 comply with the provisions of Section 14 below.

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

19 10.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
20 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party
21 may disclose any information or item designated “CONFIDENTIAL” only to:

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

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

27 (c) Experts (as defined in this Order) of the Receiving Party to whom
28 disclosure is reasonably necessary for this Action and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (d) The Court and its personnel;

3 (e) Court reporters and their staff;

4 (f) Professional jury or trial consultants, mock jurors, and Professional
5 Vendors to whom disclosure is reasonably necessary or this Action and who have signed
6 the “Acknowledgment and Agreement to be Bound” attached as Exhibit A hereto;

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

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

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

20 11. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
21 OTHER LITIGATION

22 If a Party is served with a subpoena or a court order issued in other litigation that
23 compels disclosure of any information or items designated in this Action as
24 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL,” that Party must:

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

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

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

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

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

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

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

21 B. In the event that a Party is required, by a valid discovery request, to produce
22 a Non-Party’s confidential information in its possession, and the Party is subject to an
23 agreement with the Non-Party not to produce the Non-Party’s confidential information,
24 then the Party shall:

25 1. Promptly notify in writing the Requesting Party and the Non-Party
26 that some or all of the information requested is subject to a confidentiality agreement with
27 a Non-Party;

28 2. Promptly provide the Non-Party with a copy of the Stipulated

1 Protective Order in this Action, the relevant discovery request(s), and a reasonably
2 specific description of the information requested; and

3 3. Make the information requested available for inspection by the Non-
4 Party, if requested.

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

13 13. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

14 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
15 Protected Material to any person or in any circumstance not authorized under this
16 Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing
17 the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve
18 all unauthorized copies of the Protected Material, (3) inform the person or persons to
19 whom unauthorized disclosures were made of all the terms of this Order, and (4) request
20 such person or persons to execute the “Acknowledgment and Agreement to be Bound”
21 that is attached hereto as Exhibit A.

22 14. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
23 PROTECTED MATERIAL

24 When a Producing Party gives notice to Receiving Parties that certain inadvertently
25 produced material is subject to a claim of privilege or other protection, the obligations of
26 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
27 This provision is not intended to modify whatever procedure may be established in an e-
28 discovery order that provides for production without prior privilege review. Pursuant to

1 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the
2 effect of disclosure of a communication or information covered by the attorney-client
3 privilege or work product protection, the parties may incorporate their agreement in the
4 Stipulated Protective Order submitted to the Court.

5 15. MISCELLANEOUS

6 15.1. Right to Further Relief. Nothing in this Order abridges the right of any
7 person to seek its modification by the Court in the future.

8 15.2. Right to Assert Other Objections. By stipulating to the entry of this
9 Protective Order, no Party waives any right it otherwise would have to object to disclosing
10 or producing any information or item on any ground not addressed in this Stipulated
11 Protective Order. Similarly, no Party waives any right to object on any ground to use in
12 evidence of any of the material covered by this Protective Order.

13 15.3. Filing Protected Material. A Party that seeks to file under seal any Protected
14 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
15 under seal pursuant to a court order authorizing the sealing of the specific Protected
16 Material at issue. If a Party's request to file Protected Material under seal is denied by
17 the Court, then the Receiving Party may file the information in the public record unless
18 otherwise instructed by the Court.

19 16. FINAL DISPOSITION

20 After the final disposition of this Action, as defined in Section 5, within sixty (60)
21 days of a written request by the Designating Party, each Receiving Party must return all
22 Protected Material to the Producing Party or destroy such material. As used in this
23 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
24 summaries, and any other format reproducing or capturing any of the Protected Material.
25 Whether the Protected Material is returned or destroyed, the Receiving Party must submit
26 a written certification to the Producing Party (and, if not the same person or entity, to the
27 Designating Party) by the 60 day deadline that (1) identifies (by category, where
28 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that

1 the Receiving Party has not retained any copies, abstracts, compilations, summaries or
2 any other format reproducing or capturing any of the Protected Material.
3 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
4 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
5 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
6 consultant and expert work product, even if such materials contain Protected Material.
7 Any such archival copies that contain or constitute Protected Material remain subject to
8 this Protective Order as set forth in Section 5.

9 17. Any violation of this Order may be punished by any and all appropriate measures
10 including, without limitation, contempt proceedings and/or monetary sanctions.
11

12 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

13 DATED: August 26, 2021

LAW OFFICES OF MANDANA
JAFARINEJAD, P.C.

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15
16 By: /s/ Mandana Jafarinejad
17 MANDANA JAFARINEJAD
18 Attorney for Plaintiff VERA MONA, LLC

19 DATED: August 26, 2021

GRANT, GENOVESE & BARATTA, LLP

20
21 By: /s/ Lance D. Orloff
22 LANCE D. ORLOFF
23 AMANDA C. LEWIS
24 Attorneys for Defendants, DYNASTY GROUP
25 USA, LLC, ARMANDO DEL REAL, BOXY
26 CHARM, INC.
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1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
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4 Dated: August 26, 2021

5 _____
6 Hon. Kenly Kiya Kato
7 United States Magistrate Judge
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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____ [print or type full address], declare under penalty of perjury that I have read
in its entirety and understand the Stipulated Protective Order that was issued by the
United States District Court for the Central District of California on _____
[DATE] in the case of *Vera Mona, LLC v. Dynasty Group, LLC, et al.*, Case No. 5:20-
cv-02615-JGB-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 the jurisdiction of the United States District Court for
the Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action. I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone number] as my
California agent for service of process in connection with this action or any proceedings
related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed Name:

Signature: