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15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**
17 **EASTERN DIVISION**

18 FKA Distributing Co., LLC,
19 d/b/a HoMedics

20 Plaintiff,

21 v.

22 Joicom Corporation d/b/a Renpho,
23 Renpho USA, Inc., and
24 Panatrade LLC

25 Defendant.

Case No. 5:23-cv-2116-GW (SHK)

Judge George H. Wu

~~PROPOSED~~ PROTECTIVE ORDER

1 **I. PURPOSES AND LIMITATIONS**

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

15 **A. GOOD CAUSE STATEMENT**

16 This action is likely to involve trade secrets, customer lists, pricing lists, and
17 other valuable commercial, financial, technical and/or proprietary information for
18 which special protection from public disclosure such as licensing terms and from use
19 for any purpose other than prosecution of this action is warranted. Such confidential
20 and proprietary materials and information consist of, among other things, confidential
21 business or financial information, information regarding confidential business
22 practices, or other confidential commercial information, information otherwise
23 generally unavailable to the public, or which may be privileged or otherwise
24 protected from disclosure under state or federal statutes, court rules, case decisions,
25 or common law. Accordingly, to expedite the flow of information, to facilitate the
26 prompt resolution of disputes over confidentiality of discovery materials, to
27 adequately protect information the parties are entitled to keep confidential, to ensure
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1 that the parties are permitted reasonable necessary uses of such material in
2 preparation for and in the conduct of trial, to address their handling at the end of the
3 litigation, and serve the ends of justice, a protective order for such information is
4 justified in this matter. It is the intent of the parties that information will not be
5 designated as confidential for tactical reasons and that nothing be so designated
6 without a good faith belief that it has been maintained in a confidential, non-public
7 manner, and there is good cause why it should not be part of the public record of
8 this case.

9 **II. DEFINITIONS**

10 2.1 Action: This pending federal lawsuit identified as FKA Distributing Co.,
11 LLC, v. Joicom Corporation, 5:23-cv-2116-GW (SHK) filed on October 16, 2023.

12 2.2 Challenging Party: a Party or Non-Party that challenges the designation
13 of information or items under this Order.

14 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
15 how it is generated, stored or maintained) or tangible things that qualify for protection
16 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
17 Cause Statement.

18 2.4 “ATTORNEYS’ EYES ONLY” Information or Items: any confidential
19 information that, if improperly disclosed to another party in this litigation, could cause
20 future business or financial harm to the producing party or individual harm to any
21 current or former employee of the producing party such as but not limited to highly
22 sensitive trade secrets or corporate access credentials. Documents and information
23 treated with this degree of protection should be produced by the party with the clear
24 and obvious designation “ATTORNEYS’ EYES ONLY – SUBJECT TO
25 PROTECTIVE ORDER.” This designation should be used infrequently to avoid
26 interference with the discovery process and only when necessary such as when the
27 produced information would (a) put the producing party at a competitive
28 disadvantages with another party or with nonparty industry competitors, or (b) cause

1 business or financial harm to the producing party or individual harm to the current or
2 former employees of the producing party. For purposes of this order and unless stated
3 otherwise the designation “ATTORNEYS’ EYES ONLY – SUBJECT TO
4 PROTECTIVE ORDER” should also be treated and a confidentiality designation and
5 is subject to the procedures described herein.

6 2.5 Counsel: Outside Counsel of Record (as well as their support staff).

7 2.6 Designating Party: a Party or Non-Party that designates information or
8 items that it produces in disclosures or in responses to discovery as
9 “CONFIDENTIAL” and/or “ATTORNEYS’ EYES ONLY”

10 2.7 Disclosure or Discovery Material: all items or information, regardless of
11 the medium or manner in which it is generated, stored, or maintained (including,
12 among other things, testimony, transcripts, and tangible things), that are produced or
13 generated in disclosures or responses to discovery in this matter.

14 2.8 Expert: a person with specialized knowledge or experience in a matter
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as
16 an expert witness or as a consultant in this Action.

17 2.9 Non-Party: any natural person, partnership, corporation, association, or
18 other legal entity not named as a Party to this action.

19 2.10 Outside Counsel of Record: attorneys who are not employees of a party
20 to this Action but are retained to represent or advise a party to this Action and have
21 appeared in this Action on behalf of that party or are affiliated with a law firm which
22 has appeared on behalf of that party, and includes support staff.

23 2.11 Party: any party to this Action, including all of its officers, directors,
24 employees, consultants, retained experts, and Outside Counsel of Record (and their
25 support staffs).

26 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
27 Discovery Material in this Action.
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1 2.13 Professional Vendors: persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 2.14 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY”

7 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
8 from a Producing Party.

9 **III. SCOPE**

10 The protections conferred by this Stipulation and Order cover not only
11 Protected Material (as defined above), but also (1) any information copied or extracted
12 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
13 Protected Material; and (3) any testimony, conversations, or presentations by Parties
14 or their Counsel that might reveal Protected Material. Any use of Protected Material
15 at trial shall be governed by the orders of the trial judge. This Order does not govern
16 the use of Protected Material at trial.

17 **IV. DURATION**

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

26 **V. DESIGNATING PROTECTED MATERIAL**

27 5.1 Exercise of Restraint and Care in Designating Material for Protection.
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1 Each Party or Non-Party that designates information or items for protection under
2 this Order must take care to limit any such designation to specific material that
3 qualifies under the appropriate standards. The Designating Party must designate for
4 protection only those parts of material, documents, items, or oral or written
5 communications that qualify so that other portions of the material, documents, items,
6 or communications for which protection is not warranted are not swept unjustifiably
7 within the ambit of this Order. Mass, indiscriminate, or routinized designations are
8 prohibited. Designations that are shown to be clearly unjustified or that have been
9 made for an improper purpose (e.g., to unnecessarily encumber the case development
10 process or to impose unnecessary expenses and burdens on other parties) may
11 expose the Designating Party to sanctions. If it comes to a Designating Party's
12 attention that information or items that it designated for protection do not qualify for
13 protection, that Designating Party must promptly notify all other Parties that it is
14 withdrawing the inapplicable designation.

15 5.2 Manner and Timing of Designations. Except as otherwise provided in
16 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
17 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
18 under this Order must be clearly so designated before the material is disclosed or
19 produced. Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic
21 documents, but excluding transcripts of depositions or other pretrial or trial
22 proceedings), that the Producing Party affix at a minimum, the legend
23 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
24 contains protected material. If only a portion or portions of the material on a page
25 qualifies for protection, the Producing Party also must clearly identify the protected
26 portion(s) (e.g., by making appropriate markings in the margins). A Party or Non-
27 Party that makes original documents available for inspection need not designate them
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1 for protection until after the inspecting Party has indicated which documents it would
2 like copied and produced. During the inspection and before the designation, all
3 of the material made available for inspection shall be deemed “CONFIDENTIAL.”
4 After the inspecting Party has identified the documents it wants copied and produced,
5 the Producing Party must determine which documents, or portions thereof, qualify for
6 protection under this Order. Then, before producing the specified documents, the
7 Producing Party must affix the “CONFIDENTIAL legend” (or appropriate
8 designation for “ATTORNEYS’ EYES ONLY”) to each page that contains Protected
9 Material. If only a portion or portions of the material on a page qualifies for protection,
10 the Producing Party also must clearly identify the protected portion(s) (e.g., by making
11 appropriate markings in the margins).

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

15 (c) for information produced in some form other than documentary and
16 for any other tangible items, that the Producing Party affix in a prominent place on the
17 exterior of the container or containers in which the information is stored the legend
18 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY – SUBJECT TO
19 PROTECTIVE ORDER.” If only a portion or portions of the information warrants
20 protection, the Producing Party, to the extent practicable, shall identify the protected
21 portion(s).

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

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

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

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

14 **VII. ACCESS TO AND USE OF PROTECTED MATERIAL**

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

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

24 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
25 otherwise ordered by the court or permitted in writing by the Designating Party, a
26 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
27 only to:
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1 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
2 well as employees of said Outside Counsel of Record to whom it is reasonably
3 necessary to disclose the information for this Action;

4 (b) the officers, directors, and employees of the Receiving Party to whom
5 disclosure is reasonably necessary for this Action;

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

9 (d) the court and its personnel;

10 (e) court reporters and their staff;

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

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

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

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

1 7.3 Disclosure of “ATTORNEYS’ EYES ONLY” Information or Items.

2 Unless otherwise ordered by the court or permitted in writing by the
3 Designating Party, a Receiving Party may disclose any information or item designated
4 “ATTORNEYS’ EYES ONLY” only to:

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

8 (b) experts (as defined in this Order) of the Receiving Party to whom
9 disclosure is reasonably necessary for this Action and who have signed the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (c) the court and its personnel;

12 (d) court reporters and their staff;

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

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

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

20 (h) any person that parties agree in writing may view such designated
21 information, document, or thing.

22 7.4 Procedure for Designating Experts & Consultants Under the Protective
23 Order.

24 As a condition precedent to disclosure of any Attorneys’ Eyes Only materials
25 to an individual described above in Section 7.3 above, at least three (3) business days
26 before the contemplated disclosure of the Attorneys’ Eyes Only information is to be
27 made, Counsel for the Receiving Party shall serve a Notice on the Producing Party
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1 identifying such individual by name and including a curriculum vitae (“CV”) or
2 equivalent resume disclosing the individual’s employment history, past or present
3 relationship with any of the Parties, and an executed acknowledgment from the
4 individual to whom the disclosure is to be made in the form of Exhibit A attached
5 hereto. If a Producing Party objects to the proposed disclosure to such individual, the
6 Parties shall promptly confer in good faith to resolve the concerns giving rise to the
7 objection. If the Parties are unable to reach agreement regarding such disclosure, the
8 objecting Party must apply to the Court for a protective order no later than ten (10)
9 days after receipt of the executed acknowledgement in the form attached as Exhibit A
10 and CV or resume. If a party objects within the three (3) business day notice period or
11 prior to disclosure of the documents and information shall not be disclosed unless
12 resolved by the parties or the court. If a party fails to apply to the Court for a protective
13 order within the ten (10) period described above the documents and/or information
14 may be disclosed. The burden shall be on the objecting Party to demonstrate to the
15 Court why such individual should not be permitted to receive Attorneys’ Eyes Only
16 information under the Protective Order. The foregoing periods may be extended or
17 shortened by written agreement of the Parties or by Order of the Court.

18 **VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
19 **PRODUCED IN OTHER LITIGATION**

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

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

25 (b) promptly notify in writing the party who caused the subpoena or order
26 to issue in the other litigation that some or all of the material covered by the subpoena
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1 or order is subject to this Protective Order. Such notification shall include a copy of
2 this 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. If the Designating
5 Party timely seeks a protective order, the Party served with the subpoena or court
6 order shall not produce any information designated in this action as
7 “CONFIDENTIAL” before a determination by the court from which the subpoena
8 or order issued, unless the Party has obtained the Designating Party’s permission.
9 The Designating Party shall bear the burden and expense of seeking protection in
10 that court of its confidential material and nothing in these provisions should be
11 construed as authorizing or encouraging a Receiving Party in this Action to disobey a
12 lawful directive from another court.

13 **IX. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
14 **PRODUCED 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.” Such information
17 produced by Non-Parties in connection with this litigation is protected by the remedies
18 and relief provided by this Order. Nothing in these provisions should be construed
19 as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

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

14 **X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

23 **XI. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
24 **PROTECTED MATERIAL**

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

8 **XII. MISCELLANEOUS**

9 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
10 person to seek its modification by the Court in the future.

11 12.2 Right to Assert Other Objections. By stipulating to the entry of this
12 Protective Order no Party waives any right it otherwise would have to object to
13 disclosing or producing any information or item on any ground not addressed in this
14 Stipulated Protective Order. Similarly, no Party waives any right to object on any
15 ground to use in evidence of any of the material covered by this Protective Order.

16 12.3 Filing Protected Material. A Party that seeks to file under seal any
17 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
18 only be filed under seal pursuant to a court order authorizing the sealing of the specific
19 Protected Material at issue. If a Party's request to file Protected Material under seal is
20 denied by the court, then the Receiving Party may file the information in the public
21 record unless otherwise instructed by the court.

22 **XIII. FINAL DISPOSITION**

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

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

17 IT IS SO STIPULATED THROUGH COUNSEL OF RECORD.

18 DATED: May 6, 2024

19 By: /s/ Mark A. Cantor
 20 Mark A. Cantor (*Admitted Pro Hac Vice*)
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26 *Attorneys for Plaintiff*

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DATED: May 6, 2024

By: /s/ Michael J. Lyons w/ Consent*
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LLC*

* Pursuant to Local Rule 5-4.3.4(a)(2), the filing party attests that Defendants’ counsel concurs in the content of this Stipulated Protective Order and has authorized its filing with his electronic signature.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: May 8, 2024


Hon. Shashi H. Kewalramani
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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2
3
4 I, ___[print or type full name]___, of ___[print or type full
5 address]___, declare under penalty of perjury that I have read in its entirety and
6 understand the Stipulated Protective Order that was issued by the United States
7 District Court for the Central District of California on [date] in the case of
8 _____[insert formal name of the case and the number and initials assigned to
9 it by the court]_____. I agree to comply with and to be bound by all the terms of
10 this Stipulated Protective Order and I understand and acknowledge that failure to
11 so comply could expose me to sanctions and punishment in the nature of contempt.
12 I solemnly promise that I will not disclose in any manner any information or item
13 that is subject to this Stipulated Protective Order to any person or entity except in
14 strict compliance with the provisions of this Order. I further agree to submit to the
15 jurisdiction of the United States District Court for the Central District of California
16 for the purpose of enforcing the terms of this Stipulated Protective Order, even if
17 such enforcement proceedings occur after termination of this action. I hereby
18 appoint ___[print or type full name]___ of _____[print or type full address and
19 telephone number]___ as my California agent for service of process in connection
20 with this action or any proceedings related to enforcement of this Stipulated
21 Protective Order.

22
23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26
27 Signature: _____