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

TARGUS GROUP INTERNATIONAL,
INC., a Delaware corporation,

Plaintiff,

v.

UNITED STATES LUGGAGE
COMPANY d/b/a SOLO, a New York
limited liability company,

Defendant.

Case No. SACV15-01232-JVS-JCG
Hon. Magistrate Judge Jay C. Gandhi

**STIPULATED
PROTECTIVE ORDER**

STIPULATED PROTECTIVE ORDER

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public
4 disclosure 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 the
6 following Stipulated Protective Order. The parties acknowledge that this Order does not
7 confer blanket protections on all disclosures or responses to discovery and that the
8 protection it affords from public disclosure and use extends only to the limited information
9 or items that are entitled to confidential treatment under the applicable legal principles. The
10 parties further acknowledge, as set forth in Section 14.4, below, that this Stipulated
11 Protective Order does not entitle them to file confidential information under seal; Civil
12 Local Rule 79-5 sets forth the procedures that must be followed and the standards that will
13 be applied when a party seeks permission from the court to file material under seal.

14 Good cause exists for this Court to enter the Order. In the course of pre-trial
15 discovery, disclosure may be sought of technical, marketing, personnel, and financial
16 information that contains highly confidential, trade secret, or proprietary information of the
17 parties. For example, through document requests and interrogatories, the parties may seek
18 discovery from one another in this case that requires the parties to disclose information
19 relating to highly confidential technical product specifications and data; confidential
20 business relationships with third parties; and detailed product cost, sales, and profitability
21 information. Such information is maintained confidentially by each of the parties, and the
22 parties believe that its disclosure beyond the limits set forth herein would substantially
23 injure the disclosing party and provide a significant competitive advantage for competitors
24 of the parties (including the receiving party), if such competitors had access to the sensitive
25 information identified above.

26 2. DEFINITIONS

27 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
28 information or items under this Order.

1 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
2 generated, stored or maintained) or tangible things that qualify for protection under Federal
3 Rule of Civil Procedure 26(c).

4 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel
5 (as well as their support staff).

6 2.4 Designating Party: a Party or Non-Party that designates information or items
7 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

9 2.5 Disclosure or Discovery Material: all items or information, regardless of the
10 medium or manner in which it is generated, stored, or maintained (including, among other
11 things, testimony, transcripts, and tangible things), that are produced or generated in
12 disclosures or responses to discovery in this matter.

13 2.6 Expert: a person with specialized knowledge or experience in a matter
14 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve as an
15 expert witness or as a consultant in this action, (2) is not a past or current employee of a
16 Party or of a Party’s competitor, and (3) at the time of retention, is not anticipated to
17 become an employee of a Party or of a Party’s competitor.

18 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
19 Items: extremely sensitive “Confidential Information or Items,” disclosure of which to
20 another Party or Non-Party would create a substantial risk of serious harm that could not be
21 avoided by less restrictive means.

22 2.8 Non-Party: any natural person, partnership, corporation, association, or other
23 legal entity not named as a Party to this action.

24 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this
25 action but are retained to represent or advise a party to this action and have appeared in this
26 action on behalf of that party or are affiliated with a law firm which has appeared on behalf
27 of that party.

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1 2.10 Party: any party to this action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their support
3 staffs).

4 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
5 Material in this action.

6 2.12 Professional Vendors: persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,
8 and organizing, storing, or retrieving data in any form or medium) and their employees and
9 subcontractors.

10 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
11 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

12 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
13 Producing Party.

14 3. SCOPE

15 The protections conferred by this Stipulation and Order cover not only Protected
16 Material (as defined above), but also (1) any information copied or extracted from
17 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
18 Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel
19 that might reveal Protected Material. However, the protections conferred by this Stipulation
20 and Order do not cover the following information: (a) any information that is in the public
21 domain at the time of disclosure to a Receiving Party or becomes part of the public domain
22 after its disclosure to a Receiving Party as a result of publication not involving a violation
23 of this Order, including becoming part of the public record through trial or otherwise; and
24 (b) any information known to the Receiving Party prior to the disclosure or obtained by the
25 Receiving Party after the disclosure from a source who obtained the information lawfully
26 and under no obligation of confidentiality to the Designating Party. Any use of Protected
27 Material at trial shall be governed by a separate agreement or order.

1 4. DURATION

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

9 5. DESIGNATING PROTECTED MATERIAL

10 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
11 Party or Non-Party that designates information or items for protection under this Order
12 must take care to limit any such designation to specific material that qualifies under the
13 appropriate standards. To the extent it is practical to do so, the Designating Party must
14 designate for protection only those parts of material, documents, items, or oral or written
15 communications that qualify – so that other portions of the material, documents, items, or
16 communications for which protection is not warranted are not swept unjustifiably within
17 the ambit of this Order.

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

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

26 5.2 Manner and Timing of Designations. Except as otherwise provided in this
27 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
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1 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
2 must be clearly so designated before the material is disclosed or produced.

3 Designation in conformity with this Order requires:

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

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

24 (b) for testimony given in deposition or in other pretrial or trial proceedings,
25 that the Designating Party identify on the record, before the close of the deposition,
26 hearing, or other proceeding, all protected testimony and specify the level of protection
27 being asserted. When it is impractical to identify separately each portion of testimony that
28 is entitled to protection and it appears that substantial portions of the testimony may qualify

1 for protection, the Designating Party may invoke on the record (before the deposition,
2 hearing, or other proceeding is concluded) a right to have up to 21 days to identify the
3 specific portions of the testimony as to which protection is sought and to specify the level
4 of protection being asserted. Only those portions of the testimony that are appropriately
5 designated for protection within the 21 days shall be covered by the provisions of this
6 Stipulated Protective Order. Alternatively, a Designating Party may specify, at the
7 deposition or up to 21 days afterwards if that period is properly invoked, that the entire
8 transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
9 ATTORNEYS’ EYES ONLY.”

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

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

25 (c) for information produced in some form other than documentary and for any
26 other tangible items, that the Producing Party affix in a prominent place on the exterior of
27 the container or containers in which the information or item is stored the legend
28 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. If

1 only a portion or portions of the information or item warrant protection, the Producing
2 Party, to the extent practicable, shall identify the protected portion(s) and specify the level
3 of protection being asserted.

4 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
5 designate qualified information or items does not, standing alone, waive the Designating
6 Party's right to secure protection under this Order for such material. Upon timely correction
7 of a designation, the Receiving Party must make reasonable efforts to assure that the
8 material is treated in accordance with the provisions of this Order.

9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
11 confidentiality at any time. Unless a prompt challenge to a Designating Party's
12 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
13 unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party
14 does not waive its right to challenge a confidentiality designation by electing not to mount
15 a challenge promptly after the original designation is disclosed.

16 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
17 process by providing written notice of each designation it is challenging and describing the
18 basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the
19 written notice must recite that the challenge to confidentiality is being made in accordance
20 with this specific paragraph of the Protective Order. The parties shall attempt to resolve
21 each challenge in good faith and must begin the process by conferring directly (in voice to
22 voice dialogue; other forms of communication are not sufficient) within 14 days of the date
23 of service of notice. In conferring, the Challenging Party must explain the basis for its
24 belief that the confidentiality designation was not proper and must give the Designating
25 Party an opportunity to review the designated material, to reconsider the circumstances,
26 and, if no change in designation is offered, to explain the basis for the chosen designation.
27 A Challenging Party may proceed to the next stage of the challenge process only if it has
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1 engaged in this meet and confer process first or establishes that the Designating Party is
2 unwilling to participate in the meet and confer process in a timely manner.

3 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
4 intervention, the Designating Party shall file and serve a motion to retain confidentiality
5 under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable)
6 within 21 days of the initial notice of challenge or within 14 days of the parties agreeing
7 that the meet and confer process will not resolve their dispute, whichever is earlier. Each
8 such motion must be accompanied by a competent declaration affirming that the movant
9 has complied with the meet and confer requirements imposed in the preceding paragraph.
10 Failure by the Designating Party to make such a motion including the required declaration
11 within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality
12 designation for each challenged designation. In addition, the Challenging Party may file a
13 motion challenging a confidentiality designation at any time if there is good cause for doing
14 so, including a challenge to the designation of a deposition transcript or any portions
15 thereof. Any motion brought pursuant to this provision must be accompanied by a
16 competent declaration affirming that the movant has complied with the meet and confer
17 requirements imposed by the preceding paragraph.

18 The burden of persuasion in any such challenge proceeding shall be on the
19 Designating Party. Frivolous challenges and those made for an improper purpose (e.g., to
20 harass or impose unnecessary expenses and burdens on other parties) may expose the
21 Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality
22 designation by failing to file a motion to retain confidentiality as described above, all
23 parties shall continue to afford the material in question the level of protection to which it is
24 entitled under the Producing Party's designation until the court rules on the challenge.

25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26 7.1 Basic Principles. A Receiving Party may use Protected Material that is
27 disclosed or produced by another Party or by a Non-Party in connection with this case only
28 for prosecuting, defending, or attempting to settle this litigation. Such Protected Material

1 may be disclosed only to the categories of persons and under the conditions described in
2 this Order. When the litigation has been terminated, a Receiving Party must comply with
3 the provisions of section 15 below (FINAL DISPOSITION).

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

7 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
8 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
9 may disclose any information or item designated “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
11 employees of said Outside Counsel of Record to whom it is reasonably necessary to
12 disclose the information for this litigation and who have signed the “Acknowledgment and
13 Agreement to Be Bound” that is attached hereto as Exhibit A;

14 (b) the officers, directors, and employees (including House Counsel) of the
15 Receiving Party to whom disclosure is reasonably necessary for this litigation and who
16 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

20 (d) the court and its personnel;

21 (e) court reporters and their staff, professional jury or trial consultants, and
22 Professional Vendors to whom disclosure is reasonably necessary for this litigation and
23 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (f) during their depositions, witnesses in the action to whom disclosure is
25 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be
26 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the
27 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal
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1 Protected Material must be separately bound by the court reporter and may not be disclosed
2 to anyone except as permitted under this Stipulated Protective Order.

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

5 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
6 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
7 Designating Party, a Receiving Party may disclose any information or item designated
8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
10 employees of said Outside Counsel of Record to whom it is reasonably necessary to
11 disclose the information for this litigation and who have signed the “Acknowledgment and
12 Agreement to Be Bound” that is attached hereto as Exhibit A;

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

17 (c) the court and its personnel;

18 (d) court reporters and their staff, professional jury or trial consultants, and
19 Professional Vendors to whom disclosure is reasonably necessary for this litigation and
20 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

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

23 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Designated
25 House Counsel or Experts.

26 (a)(1) Unless otherwise ordered by the court or agreed to in writing by the
27 Designating Party, a Party that seeks to disclose to Designated House Counsel any
28 information or item that has been designated “HIGHLY CONFIDENTIAL –

1 ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b) first must make a written
2 request to the Designating Party that (1) sets forth the full name of the Designated House
3 Counsel and the city and state of his or her residence, and (2) describes the Designated
4 House Counsel’s current and reasonably foreseeable future primary job duties and
5 responsibilities in sufficient detail to determine if House Counsel is involved, or may
6 become involved, in any competitive decision-making.

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

20 (b) A Party that makes a request and provides the information specified in the
21 preceding respective paragraphs may disclose the subject Protected Material to the
22 identified Designated House Counsel or Expert unless, within 7 days of delivering the
23 request, the Party receives a written objection from the Designating Party. Any such
24 objection must set forth in detail the grounds on which it is based.

25 (c) A Party that receives a timely written objection must meet and confer with
26 the Designating Party (through direct voice to voice dialogue) to try to resolve the matter
27 by agreement within seven days of the written objection. If no agreement is reached, the
28 Party seeking to make the disclosure to Designated House Counsel or the Expert may file a

1 motion as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if
2 applicable) seeking permission from the court to do so. Any such motion must describe the
3 circumstances with specificity, set forth in detail the reasons why the disclosure to
4 Designated House Counsel or the Expert is reasonably necessary, assess the risk of harm
5 that the disclosure would entail, and suggest any additional means that could be used to
6 reduce that risk. In addition, any such motion must be accompanied by a competent
7 declaration describing the parties' efforts to resolve the matter by agreement (i.e., the extent
8 and the content of the meet and confer discussions) and setting forth the reasons advanced
9 by the Designating Party for its refusal to approve the disclosure.

10 In any such proceeding, the Party opposing disclosure to Designated House Counsel
11 or the Expert shall bear the burden of proving that the risk of harm that the disclosure
12 would entail (under the safeguards proposed) outweighs the Receiving Party's need to
13 disclose the Protected Material to its Designated House Counsel or Expert.

14 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
15 OTHER LITIGATION

16 If a Party is served with a subpoena or a court order issued in other litigation that
17 compels disclosure of any information or items designated in this action as
18 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" that
19 Party must:

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

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

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

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

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

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

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

21 1. promptly notify in writing the Requesting Party and the Non-Party that
22 some or all of the information requested is subject to a confidentiality agreement with a
23 Non-Party;

24 2. promptly provide the Non-Party with a copy of the Stipulated Protective
25 Order in this litigation, the relevant discovery request(s), and a reasonably specific
26 description of the information requested; and

27 3. make the information requested available for inspection by the Non-
28 Party.

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

9 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

18 11. PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

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

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
3 to seek its modification by the court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
5 Order no Party waives any right it otherwise would have to object to disclosing or
6 producing any information or item on any ground not addressed in this Stipulated
7 Protective Order. Similarly, no Party waives any right to object on any ground to use in
8 evidence of any of the material covered by this Protective Order.

9 12.3 Filing Protected Material. Without written permission from the Designating
10 Party or a court order secured after appropriate notice to all interested persons, a Party may
11 not file in the public record in this action any Protected Material. A Party that seeks to file
12 under seal any Protected Material must comply with Civil Local Rule 79-5. Protected
13 Material may only be filed under seal pursuant to a court order authorizing the sealing of
14 the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order
15 will issue only upon a request establishing that the Protected Material at issue is privileged,
16 protectable as a trade secret, or otherwise entitled to protection under the law. If a
17 Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule
18 79-5(e) is denied by the court, then the Receiving Party may file the Protected Material in
19 the public record pursuant to Civil Local Rule 79-5(e)(2) unless otherwise instructed by the
20 court.


21 13. FINAL DISPOSITION

22 Within 60 days after the final disposition of this action, as defined in paragraph 4,
23 each Receiving Party must return all Protected Material to the Producing Party or destroy
24 such material. As used in this subdivision, "all Protected Material" includes all copies,
25 abstracts, compilations, summaries, and any other format reproducing or capturing any of
26 the Protected Material. Upon written request of a Party, the Receiving Party must submit a
27 written certification to the Producing Party (and, if not the same person or entity, to the
28 Designating Party) within 21 days of such written request that (1) identifies (by category,

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

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11 **IT IS SO ORDERED.**

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13 Dated: February 25, 2016

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16 _____
17 Hon. Jay C. Gandhi
18 United States Magistrate Judge
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury that I
5 have read in its entirety and understand the Stipulated Protective Order that was issued by
6 the United States District Court for the Central District of California on [date] in the case of
7 **TARGUS GROUP, INTERNATIONAL, Inc. v. UNITED STATES LUGGAGE**
8 **COMPANY, d/b/a SOLO Civil Action No.: 8:15-cv-01232-CJC-JCG** . I agree to
9 comply with and to be bound by all the terms of this Stipulated Protective Order and I
10 understand and acknowledge that failure to so comply could expose me to sanctions and
11 punishment in the nature of contempt. I solemnly promise that I will not disclose in any
12 manner any information or item that is subject to this Stipulated Protective Order to any
13 person or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for the
15 Central District of California for the purpose of enforcing the terms of this Stipulated
16 Protective Order, even if such enforcement proceedings occur after termination of this
17 action.

18 I hereby appoint _____ [print or type full name] of
19 _____ [print or type full address and telephone
20 number] as my California agent for service of process in connection with this action or any
21 proceedings related to enforcement of this Stipulated Protective Order.

22
23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____
26 [printed name]

27 Signature: _____
28 [signature]