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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

MEGAN SCHMITT, DEANA
REILLY, CAROL ORLOWSKY, and
STEPHANIE MILLER BRUN,
individually and on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

YOUNIQUE, LLC

Defendant.

Case No. 8:17-cv-01397-JVS-JDE

**STIPULATED PROTECTIVE
ORDER**

Hon. James V. Selna
Santa Ana, Courtroom 10C

Magistrate Judge: Hon. John D. Early

[Discovery Document: Referred to
Magistrate Judge John D. Early]

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve
production of confidential, proprietary, or private information for which special

1 protection from public disclosure and from use for any purpose other than
2 prosecuting this litigation may be warranted. Accordingly, the parties hereby
3 stipulate to and petition the court to enter the following Stipulated Protective Order.
4 The parties acknowledge that this Order does not confer blanket protections on all
5 disclosures or responses to discovery and that the protection it affords from public
6 disclosure and use extends only to the limited information or items that are entitled
7 to confidential treatment under the applicable legal principles.

8 2. GOOD CAUSE STATEMENT

9 This action is likely to involve trade secrets, customer and pricing lists and
10 other valuable research, development, commercial, financial, technical and/or
11 proprietary information for which special protection from public disclosure and from
12 use for any purpose other than prosecution of this action is warranted. Such
13 confidential and proprietary materials and information consist of, among other things:
14 sales, cost, and pricing information including future sales/financial projections;
15 confidential information relating to third parties; business/strategy information; trade
16 secrets within the meaning of the Uniform Trade Secrets Act; non-public marketing
17 information including future marketing plans; and ingredients list, or similar such
18 information, pertaining to products not in dispute in this matter and/or information
19 otherwise generally unavailable to the public, or which may be privileged or otherwise
20 protected from disclosure under state or federal statutes, court rules, case decisions,
21 or common law. Accordingly, to expedite the flow of information, to facilitate the
22 prompt resolution of disputes over confidentiality of discovery materials, to
23 adequately protect information the parties are entitled to keep confidential, to ensure
24 that the parties are permitted reasonable necessary uses of such material in preparation
25 for and in the conduct of trial, to address their handling at the end of the litigation,
26 and serve the ends of justice, a protective order for such information is justified in this
27 matter. It is the intent of the parties that information will not be designated as
28 confidential for tactical reasons and that nothing be so designated without a good faith

1 belief that it has been maintained in a confidential, non-public manner, and there is
2 good cause why it should not be part of the public record of this case.

3 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

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

9 4. DEFINITIONS

10 4.1 Challenging Party: a Party or Non-Party that challenges the designation
11 of information or items under this Order.

12 4.2 “CONFIDENTIAL” Information or Items: information (regardless of
13 how it is generated, stored or maintained) or tangible things that qualify for
14 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
15 the Good Cause Statement.

16 4.3 Counsel (without qualifier): Outside Counsel of Record and House
17 Counsel (as well as their support staff).

18 4.4 Designating Party: a Party or Non-Party that designates information or
19 items that it produces in disclosures or in responses to discovery as
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
21 ONLY.”

22 4.5 Disclosure or Discovery Material: all items or information, regardless
23 of the medium or manner in which it is generated, stored, or maintained (including,
24 among other things, testimony, transcripts, and tangible things), that are produced or
25 generated in disclosures or responses to discovery in this matter.

26 4.6 Expert: a person with specialized knowledge or experience in a matter
27 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve
28 as an expert witness or as a consultant in this action, (2) is not a current employee of

1 a Party or of a Party's competitor, and (3) at the time of retention, is not anticipated
2 to become an employee of a Party or of a Party's competitor.

3 4.7 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"

4 Information or Items: extremely sensitive "Confidential Information or Items,"
5 disclosure of which to another Party or Non-Party would create a substantial risk of
6 serious harm that could not be avoided by less restrictive means, including but not
7 limited to: sales, cost, and pricing information including future sales/financial
8 projections; confidential information relating to third parties; business/strategy
9 information; trade secrets within the meaning of the Uniform Trade Secrets Act;
10 non-public marketing information including future marketing plans; and ingredients
11 list, or similar such information, pertaining to products not in dispute in this matter.

12 4.8 House Counsel: attorneys who are employees of a party to this action.

13 House Counsel does not include Outside Counsel of Record or any other outside
14 counsel.

15 4.9 Non-Party: any natural person, partnership, corporation, association, or
16 other legal entity not named as a Party to this action.

17 4.10 Outside Counsel of Record: attorneys who are not employees of a Party
18 to this action but are retained to represent or advise a Party to this action and have
19 appeared in this action on behalf of that Party or are affiliated with a law firm which
20 has appeared on behalf of that Party, and includes support staff.

21 4.11 Party: any party to this action, including all of its officers, directors,
22 employees, consultants, retained experts, and Outside Counsel of Record (and their
23 support staffs).

24 4.12 Producing Party: a Party or Non-Party that produces Disclosure or
25 Discovery Material in this action.

26 4.13 Professional Vendors: persons or entities that provide litigation support
27 services (e.g., photocopying, videotaping, translating, preparing exhibits or
28 demonstrations, and organizing, storing, or retrieving data in any form or medium)

1 and their employees and subcontractors.

2 4.14 Protected Material: any Disclosure or Discovery Material that is
3 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
4 ATTORNEYS’ EYES ONLY.”

5 4.15 Receiving Party: a Party that receives Disclosure or Discovery Material
6 from a Producing Party.

7 5. SCOPE

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

23 6. DURATION

24 Even after final disposition of this litigation, the confidentiality obligations
25 imposed by this Order shall remain in effect until a Designating Party agrees
26 otherwise in writing or a court order otherwise directs. Final disposition shall be
27 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
28 or without prejudice; and (2) final judgment herein after the completion and

1 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
2 including the time limits for filing any motions or applications for extension of time
3 pursuant to applicable law.

4 7. DESIGNATING PROTECTED MATERIAL

5 7.1 Exercise of Restraint and Care in Designating Material for Protection.

6 Each Party or Non-Party that designates information or items for protection under
7 this Order must take care to limit any such designation to specific material that
8 qualifies under the appropriate standards. To the extent it is practical to do so, the
9 Designating Party must designate for protection only those parts of material,
10 documents, items, or oral or written communications that qualify – so that other
11 portions of the material, documents, items, or communications for which protection
12 is not warranted are not swept unjustifiably within the ambit of this Order.

13 7.2 Manner and Timing of Designations. Except as otherwise provided in
14 this Order (see, e.g., second paragraph of section 7.2(a) below), or as otherwise
15 stipulated or ordered, Parties should make all best efforts to clearly designate
16 Disclosure or Discovery Material that qualifies for protection under this Order
17 before the material is disclosed or produced. Designation in conformity with this
18 Order requires:

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

27 A Party or Non-Party that makes original documents or materials available for
28 inspection need not designate them for protection until after the inspecting Party has

1 indicated which material it would like copied and produced. During the inspection
2 and before the designation, all of the material made available for inspection shall be
3 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
4 inspecting Party has identified the documents it wants copied and produced, the
5 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 appropriate legend (“CONFIDENTIAL” or
8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that
9 contains Protected Material. If only a portion or portions of the material on a page
10 qualifies for protection, the Producing Party also must clearly identify the protected
11 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
12 for each portion, the level of protection being asserted.

13 (b) for testimony given in deposition or in other pretrial or trial
14 proceedings, by: (1) a statement on the record, by counsel, at the time of such
15 disclosure or before the conclusion of the deposition or testimony; or (2) by written
16 notice, sent to all Parties within 30 calendar days of the deposition or other
17 testimony, provided that only those portions of the transcript designated as
18 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY
19 be treated as such. The Parties may modify this procedure for any particular
20 deposition or other testimony, through agreement on the record at

21 The use of a document as an exhibit at a deposition shall not in any way affect
22 its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
23 ATTORNEYS’ EYES ONLY.”

24 Transcripts containing Protected Material shall have an obvious legend on the
25 title page that the transcript contains Protected Material, and the title page shall be
26 followed by a list of all pages (including line numbers as appropriate) that have been
27 designated as Protected Material and the level of protection being asserted by the
28 Designating Party. The Designating Party shall inform the court reporter of these

1 requirements. Any transcript that is prepared before the expiration of a 21-day
2 period for designation shall be treated during that period as if it had been designated
3 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
4 otherwise agreed. After the expiration of that period, the transcript shall be treated
5 only as actually designated.

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

13 7.3 Inadvertent Failures to Designate. An inadvertent failure to designate
14 qualified information or items does not, standing alone, waive the Designating
15 Party’s right to secure protection under this Order for such material. Upon timely
16 correction of a designation, the Receiving Party must make best efforts to assure that
17 the material is treated in accordance with the provisions of this Order.

18 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 In the event that any Party or Non-Party believes that designated information
20 should not be so designated, or that a different designation should be employed,
21 such Challenging Party shall notify the Designating Party in writing within a
22 reasonable time of receiving the designated information. Counsel for the
23 Challenging and Designating Parties then shall meet and confer in good faith
24 concerning such disputed confidential information within ten (10) business days of
25 receipt of the notice, or sooner if timing of the use of such confidential information
26 so requires. If agreement is not reached, the Challenging Party may file a motion
27 requesting that the Court order the removal of the Designating Party's designation or
28 order a different designation. Any challenge submitted to the Court shall include a

1 joint stipulation pursuant to Local Rule 37-2. In such a proceeding, the Designating
2 Party bears the burden of persuasion with respect to any challenged designation.
3 The designated confidential information shall be subject to and protected by this
4 Order under the designation assigned by the Designating Party until the Court has
5 ruled on any such motion.

6 9. ACCESS TO AND USE OF PROTECTED MATERIAL

7 9.1 Basic Principles. A Receiving Party may use Protected Material that is
8 disclosed or produced by another Party or by a Non-Party in connection with this
9 case only for prosecuting, defending, or attempting to settle this litigation. Such
10 Protected Material may be disclosed only to the categories of persons and under the
11 conditions described in this Order. When the litigation has been terminated, a
12 Receiving Party must comply with the provisions of section 15 below (FINAL
13 DISPOSITION).

14 Protected Material must be stored and maintained by a Receiving Party at a
15 location and in a secure manner¹ that ensures that access is limited to the persons
16 authorized under this Order.

17 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
18 otherwise ordered by the court or permitted in writing by the Designating Party, a
19 Receiving Party may disclose any information or item designated
20 “CONFIDENTIAL” only to:

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

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27
28 ¹ It may be appropriate under certain circumstances to require the Receiving
Party to store any electronic Protected Material in password-protected form.

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

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

8 (d) the court and its personnel;

9 (e) court reporters and their staff;

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

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

20 (h) the author or recipient of a document containing the information or
21 a custodian or other person who otherwise possessed or knew the information; and

22 (i) any mediators or settlement officers and their supporting personnel,
23 mutually agreed upon by any of the parties engaged in settlement discussions.

24 9.3 **Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES**
25 **ONLY” Information or Items.** Unless otherwise ordered by the court or permitted in
26 writing by the Designating Party, a Receiving Party may disclose any information or
27 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
28 to:

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 litigation and who have signed the
4 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
5 A;

6 (b) House Counsel of the Receiving Party, as well as employees of the
7 legal department to whom it is reasonably necessary to disclose the information for
8 this litigation and who have signed the “Acknowledgment and Agreement to Be
9 Bound” (Exhibit A);

10 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably
11 necessary for this litigation, (2) who have signed the “Acknowledgment and
12 Agreement to Be Bound” (Exhibit A);

13 (d) the court and its personnel;

14 (e) court reporters and their staff;

15 (f) professional jury or trial consultants, and Professional Vendors to
16 whom disclosure is reasonably necessary for this litigation and who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

27 (i) any mediators or settlement officers and their supporting personnel,
28 mutually agreed upon by any of the parties engaged in settlement discussions.

1 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
2 IN OTHER LITIGATION

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

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

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

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

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

24 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
25 PRODUCED IN THIS LITIGATION

26 (a) The terms of this Order are applicable to information produced
27 by a Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY
28 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Such information produced by

1 Non-Parties in connection with this litigation is protected by the remedies and relief
2 provided by this Order. Nothing in these provisions should be construed as
3 prohibiting a Non-Party from seeking additional protections.

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

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

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

14 3. make the information requested available for inspection by the
15 Non-Party.

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

24 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has
26 disclosed Protected Material to any person or in any circumstance not authorized
27 under this Stipulated Protective Order, the Receiving Party must immediately

28 (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use

1 its best efforts to retrieve all unauthorized copies of the Protected Material,
2 (c) inform the person or persons to whom unauthorized disclosures were made of all
3 the terms of this Order, and (d) request such person or persons to execute the
4 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
5 A.

6 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
7 PROTECTED MATERIAL

8 When a Producing Party gives notice to Receiving Parties that certain
9 inadvertently produced material is subject to a claim of privilege or other protection,
10 the Receiving Party shall employ reasonable efforts to ensure that all inadvertently
11 disclosed information is subsequently treated as required pursuant to this Order and
12 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
13 modify whatever procedure may be established in an e-discovery order that provides
14 for production without prior privilege review. This provision is not intended to
15 modify Federal Rule of Evidence 502(b).

16 14. MISCELLANEOUS

17 14.1 Right to Further Relief. Nothing in this Order abridges the right of any
18 person to seek its modification by the court in the future.

19 14.2 Right to Assert Other Objections. By stipulating to the entry of this
20 Protective Order no Party waives any right it otherwise would have to object to
21 disclosing or producing any information or item on any ground not addressed in this
22 Stipulated Protective Order. Similarly, no Party waives any right to object on any
23 ground to use in evidence of any of the material covered by this Protective Order.

24 14.3 Filing Protected Material. Without written permission from the
25 Designating Party or a court order secured after appropriate notice to all interested
26 persons, a Party may not file in the public record in this action any Protected
27 Material. A Party that seeks to file under seal any Protected Material must comply
28 with Civil Local Rule 79-5. Protected Material may only be filed under seal

1 pursuant to a court order authorizing the sealing of the specific Protected Material at
2 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a
3 request establishing that the Protected Material at issue is privileged, protectable as
4 a trade secret, or otherwise entitled to protection under the law. If a Receiving
5 Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-
6 5(d-e) is denied by the court, then the Receiving Party may file the Protected
7 Material in the public record pursuant to Civil Local Rule 79-5(e)(2) unless
8 otherwise instructed by the court.

9 15. FINAL DISPOSITION

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

28 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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Dated: March 8, 2018

SHEPPARD, MULLIN, RICHTER &
HAMPTON, LLP

Bv: /s/ Jonathan D. Moss
Sascha Henry, Esq.
Jonathan D. Moss, Esq.
Attorneys for Defendant Younique. LLC

Dated: March 8, 2018

THE SULTZER LAW GROUP P.C.

Bv: /s/ Adam Gonnelli
Jason P. Sultzer, Esq.
Joseph Lipari, Esq.
Adam Gonnelli, Esq.
Jeremy Francis, Esq.
Attorneys for Plaintiffs Megan Schmitt,
Deana Reilly, Carol Orłowski and
Stephanie Miller Brun

ATTESTATION


Pursuant to L.R. 5-4.3.4, I hereby attest that all signatories listed above,
and on whose behalf this filing is submitted, concur in the filing's content and have
authorized the filing.

Executed this 8th day of March 2018 at Los Angeles, California.

/s/ Jonathan D. Moss
JONATHAN D. MOSS

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: March 09, 2018



JOHN D. EARLY
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [full name], of

4 _____ [full address], declare under penalty of
5 perjury that I have read in its entirety and understand the Stipulated Protective Order
6 that was issued by the United States District Court for the Central District of
7 California on [date] in the case of *Megan Schmitt et al. v. Younique, LLC*, Case No.
8 8:17-cv-01397-JVS-JDE. I agree to comply with and to be bound by all the terms of
9 this Stipulated Protective Order and I understand and acknowledge that failure to so
10 comply could expose me to sanctions and punishment in the nature of contempt. I
11 solemnly promise that I will not disclose in any manner any information or item that
12 is subject to this Stipulated Protective Order to any person or entity except in strict
13 compliance with the provisions of this Order.

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

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

22
23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 Signature: _____

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