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16
 17 IN THE UNITED STATES DISTRICT COURT
 18 FOR THE CENTRAL DISTRICT OF CALIFORNIA
 19

20 OAKLEY, INC., a Washington
 corporation,
 21
 Plaintiff,
 22
 v.
 23 TRILLION TOP COMPANY
 24 LIMITED LLC, a Hong Kong, S.A.R.
 company,
 25
 Defendant.
 26

) Civil Action No.
 8:17-cv-01580-AG (MRWx)
)
) **STIPULATED PROTECTIVE**
) **ORDER**
)
) Hon. Andrew J. Guilford

27
 28

1 1. INTRODUCTION

2 1.1 PURPOSES AND LIMITATIONS

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

17 1.2 GOOD CAUSE STATEMENT

18 Federal Rule of Civil Procedure Rule 26(c)(7) permits the grant of a
19 protective order upon a showing of good cause, and provides that the protection
20 of a trade secret or other confidential commercial information is a proper basis
21 for the issuance of a protective order.

22 The parties respectfully believe that good cause exists to enter the instant
23 Protective Order in order to protect confidential and trade secret information
24 from public disclosure. The parties agree that disclosure and discovery activity
25 in the above captioned action are likely to involve production of confidential,
26 proprietary, trade secret and/or commercially sensitive information for which
27 special protection from public disclosure and from use for any purpose other
28 than prosecuting this litigation would be warranted. Such information likely

1 may include trade secret or other confidential design, research, costing, pricing,
2 marketing, financial or other commercial information as contemplated by
3 Federal Rule of Civil Procedure 26(c)(7). This information and data that could
4 be used by actual or potential competitors to gain an improper and unlawful
5 competitive advantage in the marketplace. The purpose of this Protective Order
6 is to protect the confidentiality of such materials as much as practical during the
7 litigation.

8 2. DEFINITIONS

9 2.1 Action: this pending federal lawsuit.

10 2.2 Challenging Party: a Party or Non-Party that challenges the
11 designation of information or items under this Order.

12 2.3 “CONFIDENTIAL” Information or Items: information (regardless
13 of how it is generated, stored or maintained) or tangible things that qualify for
14 protection under Federal Rule of Civil Procedure 26(c). As a general guideline,
15 “CONFIDENTIAL” information is material that a producing party reasonably
16 believes to constitute or include information that is not known or freely
17 accessible to the general public in the categories of 1) confidential and trade
18 secret technical information, 2) financial information, 3) personal information,
19 or 4) information furnished to it in confidence by any third-party. There is a
20 particularized need for information in each of these categories to be covered by
21 the Order in order to protect its confidential nature, either because it is protected
22 by confidentiality agreements or otherwise generally not known by the public.

23 2.4 Counsel: Outside Counsel of Record and House Counsel (as well
24 as their support staff).

25 2.5 Designating Party: a Party or Non-Party that designates
26 information or items that it produces in disclosures or in responses to discovery
27 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
28 EYES ONLY.”

1 2.6 Disclosure or Discovery Material: all items or information,
2 regardless of the medium or manner in which it is generated, stored, or
3 maintained (including, among other things, testimony, transcripts, and tangible
4 things), that are produced or generated in disclosures or responses to discovery
5 in this matter.

6 2.7 Expert: a person with specialized knowledge or experience in a
7 matter pertinent to the litigation who has been retained by a Party or its counsel
8 to serve as an expert witness or as a consultant in this Action.

9 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
10 Information or Items: extremely sensitive “CONFIDENTIAL” information or
11 items, the disclosure of which to another party or non-party would result in the
12 disclosure of information only known on a “need-to-know basis” and generally
13 not known by individuals not affiliated with a party, including information in
14 the categories of 1) trade secrets, 2) other highly sensitive research, 3)
15 development, 4) production, 5) personnel, 6) commercial, 7) technical, 8)
16 financial, 9) customer identification, or 10) business information (with
17 information in these categories including but not limited to proprietary
18 information, contracts, bids, corporate planning documents, strategic planning
19 documents, documents that reveal market or customer analyses, competitive
20 strategy, research and development documents, financial statements, and other
21 financial or budgetary documents). There is a particularized need for
22 information in each of these categories to be covered by the Order in order to
23 protect its highly sensitive and confidential nature, as disclosure could create a
24 substantial risk of serious harm that could not be avoided by less restrictive
25 means.

26 2.9 House Counsel: attorneys who are employees of a party to this
27 Action. House Counsel does not include Outside Counsel of Record or any
28 other outside counsel.

1 2.10 Non-Party: any natural person, partnership, corporation,
2 association, or other legal entity not named as a Party to this action.

3 2.11 Outside Counsel of Record: attorneys who are not employees of a
4 party to this Action but are retained to represent or advise a party to this Action
5 and have appeared in this Action on behalf of that party or are affiliated with a
6 law firm which has appeared on behalf of that party, and includes support staff.

7 2.12 Party: any party to this Action, including all of its officers,
8 directors, employees, consultants, retained experts, and Outside Counsel of
9 Record (and their support staffs).

10 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
11 Discovery Material in this Action.

12 2.14 Professional Vendors: persons or entities that provide litigation
13 support services (e.g., photocopying, videotaping, translating, preparing exhibits
14 or demonstratives, and organizing, storing, or retrieving data in any form or
15 medium) and their employees and subcontractors.

16 2.15 Protected Material: any Disclosure or Discovery Material that is
17 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
18 ATTORNEYS’ EYES ONLY.”

19 2.16 Receiving Party: a Party that receives Disclosure or Discovery
20 Material from a Producing Party.

21 3. SCOPE

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

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

1 4. DURATION

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

10 5. DESIGNATING PROTECTED MATERIAL

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

19 Mass, indiscriminate, or routinized designations are prohibited.

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

24 5.2 Manner and Timing of Designations. Except as otherwise provided
25 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as
26 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies
27 for protection under this Order must be clearly so designated before the material
28 is disclosed or produced.

1 Designation in conformity with this Order requires:

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

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

23 (b) for testimony given in depositions that the Designating Party
24 identify the Disclosure or Discovery Material on the record, the Designating
25 Party shall specify all protected testimony and the level of protection being
26 asserted. It may make that designation during the deposition or proceeding, or
27 may invoke, on the record or by written notice to all parties on or before the
28 next business day, a right to have up to 21 days from the date the transcript of

1 the deposition or proceeding is made available to make its designation, pursuant
2 to which all testimony shall be treated as “HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY” until the Designating Party specifies its
4 designation or the 21-day period expires, whichever is earlier.

5 (c) for information produced in some form other than documentary and
6 for any other tangible items, that the Producing Party affix in a prominent place
7 on the exterior of the container or containers in which the information is stored
8 the proper “CONFIDENTIALITY legend.” If only a portion or portions of the
9 information warrants protection, the Producing Party, to the extent practicable,
10 shall identify the protected portion(s).

11 5.3 Inadvertent Failures to Designate. If timely corrected, an
12 inadvertent failure to designate qualified information or items does not, standing
13 alone, waive the Designating Party’s right to secure protection under this Order
14 for such material. Upon timely correction of a designation, the Receiving Party
15 must make reasonable efforts to assure that the material is treated in accordance
16 with the provisions of this Order.

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
19 designation of confidentiality at any time that is consistent with the Court’s
20 Scheduling Order.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
22 resolution process (and, if necessary, file a discovery motion) under Local Rule
23 37.1 et seq.

24 6.3 The burden of persuasion in any such challenge proceeding shall be
25 on the Designating Party. Frivolous challenges, and those made for an improper
26 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
27 parties) may expose the Challenging Party to sanctions. Unless the Designating
28 Party has waived or withdrawn the confidentiality designation, all parties shall

1 continue to afford the material in question the level of protection to which it is
2 entitled under the Producing Party's designation until the Court rules on the
3 challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material
6 that is disclosed or produced by another Party or by a Non-Party in connection
7 with this Action only for prosecuting, defending, or attempting to settle this
8 Action. Such Protected Material may be disclosed only to the categories of
9 persons and under the conditions described in this Order. When the Action has
10 been terminated, a Receiving Party must comply with the provisions of section
11 13 below (FINAL DISPOSITION).

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

15 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
16 otherwise ordered by the court or permitted in writing by the Designating Party,
17 a Receiving Party may disclose any information or item designated
18 "CONFIDENTIAL" only to:

19 (a) the Receiving Party's Outside Counsel of Record in this Action, as
20 well as employees of said Outside Counsel of Record to whom it is reasonably
21 necessary to disclose the information for this Action;

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

24 (c) Experts (as defined in this Order) of the Receiving Party to whom
25 disclosure is reasonably necessary for this Action and who have signed the
26 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

27 (d) the Court and its personnel;

28 (e) court reporters and their staff;

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

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

6 (h) during their depositions, witnesses, and attorneys for witnesses, in
7 the Action to whom disclosure is reasonably necessary provided: (1) the
8 deposing party requests that the witness sign the form attached as Exhibit A
9 hereto; and (2) they shall not be permitted to keep any confidential information
10 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit
11 A), unless otherwise agreed by the Designating Party or ordered by the court.

12 Pages of transcribed deposition testimony or exhibits to depositions that reveal
13 Protected Material may be separately bound by the court reporter and may not
14 be disclosed to anyone except as permitted under this Stipulated Protective
15 Order; and

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

18 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’
19 EYES ONLY” Information or Items. Unless otherwise ordered by the court or
20 permitted in writing by the Designating Party, a Receiving Party may disclose
21 any information or item designated “HIGHLY CONFIDENTIAL –
22 ATTORNEYS’ EYES ONLY” only to:

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

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

- 1 (c) the court and its personnel;
- 2 (d) court reporters and their staff;
- 3 (e) professional jury or trial consultants, mock jurors, and Professional
- 4 Vendors to whom disclosure is reasonably necessary for this Action and who
- 5 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 6 (f) the author or recipient of a document containing the information or
- 7 a custodian or other person who otherwise possessed or knew the information;
- 8 and,
- 9 (g) any mediator or settlement officer, and their supporting personnel,
- 10 mutually agreed upon by any of the parties engaged in settlement discussions.

11 7.4 Procedures for Approving or Objecting to Disclosure of HIGHLY

12 CONFIDENTIAL – ATTORNEY EYES ONLY Material to Experts

13 (a) A party seeking to disclose to an expert retained by outside counsel of

14 record any information or item that has been designated HIGHLY

15 CONFIDENTIAL – ATTORNEY EYES ONLY must first (1) set forth the full

16 name of the expert and the city and state of his or her primary residence, (2)

17 attach a copy of the expert’s current resume, (3) identify the expert’s current

18 employer(s), (4) identify each person or entity from whom the expert has

19 received compensation or funding for work in his or her areas of expertise

20 (including in connection with litigation) in the past five years, and (5) identify

21 (by name and number of the case, filing date, and location of court) any

22 litigation where the expert has offered expert testimony, including by

23 declaration, report, or testimony at deposition or trial, in the past five years. If

24 the expert believes any of this information at (3) - (5) is subject to a

25 confidentiality obligation to a third party, then the expert should provide

26 whatever information the expert believes can be disclosed without violating any

27 confidentiality agreements, and the party seeking to disclose the information to

28

1 the expert shall be available to meet and confer with the designator regarding
2 any such confidentiality obligations.

3 (b) A party that makes a request and provides the information specified
4 in paragraph 7.4(a) may disclose the designated material to the identified expert
5 unless, within seven days of delivering the request, the party receives a written
6 objection from the designator providing detailed grounds for the objection.

7 (c) A Party that receives a timely written objection must meet and confer
8 with the Designating Party (through direct voice-to-voice dialogue) to try to
9 resolve the matter by agreement within seven days of the written objection. If no
10 agreement is reached, the Party seeking to make the disclosure to the Expert
11 may file a motion as provided under L.R. 37-1 through L.R. 37-4, seeking
12 permission from the Court to do so.

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

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
18 PRODUCED IN OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other
20 litigation that compels disclosure of any Protected Material, that Party must:

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

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

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

1 If the Party fails to seek a protective order from this court within 14 days
2 of receiving the notice and accompanying information, the Receiving Party may
3 produce the Designating Party's confidential information responsive to the
4 subpoena or court order. If the Designating Party timely seeks a protective
5 order, the Party served with the subpoena or court order shall not produce any
6 information designated in this action as "CONFIDENTIAL" or "HIGHLY
7 CONFIDENTIAL – ATTORNEYS' EYES ONLY" before a determination by
8 the court from which the subpoena or order issued, unless the Party has obtained
9 the Designating Party's permission. The Designating Party shall bear the
10 burden and expense of seeking protection in that court of its confidential
11 material and nothing in these provisions should be construed as authorizing or
12 encouraging a Receiving Party in this Action to disobey a lawful directive from
13 another court.

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

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

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

26 (1) promptly notify in writing the Requesting Party and the Non-Party
27 that some or all of the information requested is subject to a confidentiality
28 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
7 within 14 days of receiving the notice and accompanying information, the
8 Receiving Party may produce the Non-Party's confidential information
9 responsive to the discovery request. If the Non-Party timely seeks a protective
10 order, the Receiving Party shall not produce any information in its possession or
11 control that is subject to the confidentiality agreement with the Non-Party before
12 a determination by the court. Absent a court order to the contrary, the Non-
13 Party shall bear the burden and expense of seeking protection in this court of its
14 Protected Material.

15 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

25 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
26 PROTECTED MATERIAL

27 The Parties acknowledge that regardless of the diligence of any party, an
28 inadvertent production of privileged or attorney work product documents may

1 occur. If a producing party, through inadvertence, produces or provides
2 discovery that it reasonably believes is privileged or otherwise immune from
3 discovery, the producing party may claw back the protected document by
4 making a written request to the receiving party specifically identifying the
5 protected document, including the date, author, addressees, and topic of the
6 document, as well as a brief explanation substantiating the claim of privilege. If
7 these conditions are met, the receiving party shall destroy or return to the
8 producing party such inadvertently produced materials and all copies thereof
9 within five (5) calendar days of receipt of the written request. The inadvertent
10 production of privileged documents does not constitute a waiver of the privilege
11 and the receiving party may not bring a motion to compel based on a waiver
12 caused by the inadvertent production. Return of the materials shall not
13 constitute an admission or concession, or permit any inference, that the returned
14 materials are, in fact, properly subject to a claim of privilege or immunity from
15 discovery.

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

22 12. MISCELLANEOUS

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of
24 any person to seek its modification by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this
26 Protective Order no Party waives any right it otherwise would have to object to
27 disclosing or producing any information or item on any ground not addressed in
28 this Stipulated Protective Order. Similarly, no Party waives any right to object

1 on any ground to use in evidence of any of the material covered by this
2 Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any
4 Protected Material must comply with Local Civil Rule 79-5. Protected Material
5 may only be filed under seal pursuant to a court order authorizing the sealing of
6 the specific Protected Material at issue. If a Party's request to file Protected
7 Material under seal is denied by the court, then the Receiving Party may file the
8 information in the public record unless otherwise instructed by the court.

9 13. FINAL DISPOSITION

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

1 14. Any willful violation of this Order may be punished by civil or criminal
2 contempt proceedings, financial or evidentiary sanctions, reference to
3 disciplinary authorities, or other appropriate action at the discretion of the Court.
4

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6 Respectfully submitted,
7 KNOBBE, MARTENS, OLSON & BEAR, LLP
8

9 DATED: August 15, 2018 By: /s/ Lauren Keller Katzenellenbogen
10 Michael K. Friedland
11 Lauren Keller Katzenellenbogen
12 Ali S. Razai
13 Daniel C. Kiang
14 Attorneys for Plaintiff
15 OAKLEY, INC.

16 INTELLECTUAL PROPERTY LAW GROUP LLP

17 DATED: August 15, 2018 By: /s/ Otto O. Lee (with permission)
18 Otto O. Lee
19 Kevin Viau
20 Attorneys for Defendant
21 TRILLION TOP COMPANY LIMITED LLC
22

23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24
25 DATED: August 15, 2018 
26 HON. MICHAEL R. WILNER
27 United States Magistrate Judge
28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [full name], of
4 _____ [full address], declare under
5 penalty of perjury that I have read in its entirety and understand the Stipulated
6 Protective Order that was issued by the United States District Court for the
7 Central District of California on [date] in the matter of *Oakley, Inc. v. Trillion*
8 *Top Company Limited LLC*, Civil Action No. 8:17-cv-01580-AG (MRWx). I
9 agree to comply with and to be bound by all the terms of this Stipulated
10 Protective Order and I understand and acknowledge that failure to so comply
11 could expose me to sanctions and punishment in the nature of contempt. I
12 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
14 in strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District
16 Court for the Central District of California for the purpose of enforcing the
17 terms of this Stipulated Protective Order, even if such enforcement proceedings
18 occur after termination of this action. I hereby appoint
19 _____ [full name] of
20 _____ [full address and telephone
21 number] as my California agent for service of process in connection with this
22 action or any proceedings related to enforcement of this Stipulated Protective
23 Order.

24 Date: _____

25 City and State where sworn and signed: _____

26
27 Printed name: _____

28 Signature: _____