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

21 NEW AGE IMPORTERS, INC., a
 22 California Corporation,

23 *Plaintiff,*

24 vs.

25 VD IMPORTERS, INC., a Florida
 26 corporation; and
 27 VINEET GUPTA, a Florida resident,

28 *Defendants.*

Case No: 8:17-cv-02154-CJC-KES

DISCOVERY DOCUMENT:

Referred to Magistrate Judge Karen E. Scott

~~PROPOSED~~ **PROTECTIVE ORDER GRANTING STIPULATION**

Complaint filed: 12/8/17
 Discovery Cut-off: 3/21/2019
 Jury Trial: 6/25/2019

AND RELATED COUNTERCLAIMS

STIPULATED [PROPOSED] PROTECTIVE ORDER

STIPULATION

1
2 In order to protect confidential and/or competitively sensitive information and
3 things produced or disclosed in connection with the instant action, the opposing
4 parties NEW AGE IMPORTERS, INC., on the one hand, and VD IMPORTERS,
5 INC., a Florida corporation; and VINEET GUPTA, an individual on the other
6 (hereinafter each a “Party” and collectively the “Parties”) stipulate through their
7 respective counsel to the entry of a protective order, the grounds for and terms of
8 which are set forth below.

9 1. A. PURPOSES AND LIMITATIONS

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

23 B. GOOD CAUSE STATEMENT

24 This action is likely to involve trade secrets, customer and pricing lists and
25 other valuable research, development, commercial, financial, technical and/or
26 proprietary information for which special protection from public disclosure and from
27 use for any purpose other than prosecution of this action is warranted. Such
28 confidential and proprietary materials and information consist of, among other things,

1 confidential business or financial information, information regarding confidential
2 business practices, or other confidential research, development, or commercial
3 information (including information implicating privacy rights of third parties),
4 information otherwise generally unavailable to the public, or which may be privileged
5 or otherwise protected from disclosure under state or federal statutes, court rules, case
6 decisions, or common law. Accordingly, to expedite the flow of information, to
7 facilitate the prompt resolution of disputes over confidentiality of discovery materials,
8 to adequately protect information the parties are entitled to keep confidential, to
9 ensure that the Parties are permitted reasonable necessary uses of such material in
10 preparation for and in the conduct of trial, to address their handling at the end of the
11 litigation, and serve the ends of justice, a protective order for such information is
12 justified in this matter. It is the intent of the Parties that information will not be
13 designated as confidential for tactical reasons and that nothing be so designated
14 without a good faith belief that it has been maintained in a confidential, non-public
15 manner, and there is good cause why it should not be part of the public record of this
16 case.

17 2. DEFINITIONS

18 2.1 Action: This federal lawsuit in the Central District of California,
19 entitled *NEW AGE IMPORTERS, INC., a California corporation v. VD Importers,*
20 *Inc., a Florida corporation, et al.* Case No. 8:17-cv-02154-CJC-KES.

21 2.2 Challenging Party: A Party or Non-Party that challenges the designation
22 of information or items under this Order.

23 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of
24 how it is generated, stored or maintained) or tangible things that qualify for protection
25 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
26 Cause Statement.

27 2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
28 Information or Items: Information or items that is/are extremely confidential and/or

1 sensitive, disclosure of which to any other Party or Non-Party, other than Outside
2 Counsel of Record, would create a substantial risk of serious harm that could not be
3 avoided by less restrictive means. The Parties agree that the following information, if
4 not previously disclosed publicly, shall be presumed to merit the “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” designation:

- 6 • trade secrets,
- 7 • manufacturing and wholesale pricing information,
- 8 • financial data related to sales, profits, expenses,
- 9 • sales or marketing forecasts or plans,
- 10 • business plans,
- 11 • customer lists,
- 12 • sales or marketing strategy,
- 13 • product development information,
- 14 • engineering documents,
- 15 • testing documents,
- 16 • and other non-public information of similar competitive and business
17 sensitivity.

18 2.5 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 2.6 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 2.7 Expert: A person with specialized knowledge or experience in a matter
27 pertinent to the litigation, who has been retained by a Party or its counsel to serve as
28 an expert witness or as a consultant in this Action.

1 2.8 House Counsel: Attorneys who are employees of a party to this Action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 2.9 Non-Party: Any natural person, partnership, corporation, association, or
5 other legal entity not named as a Party to this Action.

6 2.10 Outside Counsel of Record: Attorneys, who are not employees of a Party
7 to this Action, but are retained to represent or advise a Party to this Action and have
8 appeared in this Action on behalf of that Party or are affiliated with a law firm that
9 has appeared on behalf of that Party, including support staff, as well as foreign
10 associates retained to represent or advise the Parties, including, without limitation,
11 Plaintiff’s outside counsel located in Germany.

12 2.11 Party: Any Party to this Action, including all of its officers, directors,
13 employees, consultants, retained experts, and Outside Counsel of Record (and their
14 support staffs).

15 2.12 Producing Party: A Party or Non-Party that produces Disclosure or
16 Discovery Material in this Action.

17 2.13 Professional Vendors: Persons or entities that provide litigation support
18 services (e.g., photocopying, videotaping, translating, preparing exhibits or
19 demonstrations, and organizing, storing, or retrieving data in any form or medium)
20 and their employees and subcontractors.

21 2.14 Protected Material: Any Disclosure or Discovery Material that is
22 designated with any confidentiality designation, such as “CONFIDENTIAL” or
23 "HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY." As defined herein,
24 Protected Material includes all of the matter and materials identified in section 3
25 below (SCOPE).

26 2.15 Receiving Party: A Party that receives Disclosure or Discovery Material
27 from a Producing Party.

28 ///

1 3. SCOPE

2 The protections conferred by this Stipulated Protective Order cover not only
3 Protected Material (as defined above), but also: (1) any information copied or
4 extracted from Protected Material or information that is otherwise based in whole or
5 in part on Protected Material; (2) all copies, excerpts, summaries, or compilations of
6 Protected Material; and (3) any testimony, conversations, or presentations by Parties
7 or their Outside Counsel of Record or House Counsel that might reveal Protected
8 Material. Any use of Protected Material at trial shall be governed by the orders of the
9 trial judge. This Stipulated Protective Order does not govern the use of Protected
10 Material at trial.

11 4. DURATION

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

20 5. DESIGNATING PROTECTED MATERIAL

21 5.1 Exercise of Restraint and Care in Designating Material for Protection.

22 Each Party or Non-Party that designates information or items for protection under this
23 Order must take care to limit any such designation to specific material that qualifies
24 under the appropriate standards. The Designating Party must designate for protection
25 only those parts of material, documents, items, or oral or written communications that
26 qualify so that other portions of the material, documents, items, or communications
27 for which protection is not warranted are not swept unjustifiably within the ambit of
28 this Order.

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

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

9 5.2 Manner and Timing of Designations. Except as otherwise provided in
10 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
12 under this Order must be clearly so designated before the material is disclosed or
13 produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic documents,
16 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
17 Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
18 “CONFIDENTIAL legend”) or the legend "HIGHLY CONFIDENTIAL -
19 ATTORNEYS' EYES ONLY" (hereinafter “HIGHLY CONFIDENTIAL legend”),
20 as applicable, to each page that contains Protected Material. If only a portion or
21 portions of the material on a page qualifies for protection, the Producing Party also
22 must clearly identify the protected portion(s) (e.g., by making appropriate markings
23 in the margins). Each CONFIDENTIAL legend and each HIGHLY
24 CONFIDENTIAL legend shall be conspicuous on each document and thing on which
25 it is placed. Whenever any Expert, Professional Vendor or other Non-Party or counsel
26 prepares any document or thing that contains any Protected Material, the Expert,
27 Professional Vendor or other Non-Party must affix the applicable CONFIDENTIAL
28 legend or HIGHLY CONFIDENTIAL legend to the document or thing upon the

1 inclusion of any Protected Material in any such document or thing.

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

15 (b) for testimony given in depositions that the Designating Party identify the
16 Disclosure or Discovery Material on the record, before the close of the deposition all
17 protected testimony. If a deposition witness is asked a question to which a response
18 would likely disclose a Party's Protected Material, or if a witness would otherwise
19 disclose a Party's Protected Material at a deposition, the attorney representing such
20 party may contemporaneously designate that disclosure as "CONFIDENTIAL" or
21 "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY," as applicable, prior to
22 its actual disclosure. Upon making such a designation, any person in attendance at
23 the deposition, who is not authorized under the terms herein to receive such Protected
24 Material, may be excluded from attending the deposition during the disclosure of such
25 Protected Material.

26 (c) for information produced in some form other than documentary and for any
27 other tangible items, that the Producing Party affix in a prominent place on the exterior
28 of the container or containers in which the information is stored the applicable

1 CONFIDENTIAL legend or HIGHLY CONFIDENTIAL legend. If only a portion or
2 portions of the information warrants protection, the Producing Party, to the extent
3 practicable, shall identify the protected portion(s).

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

10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
12 designation of confidentiality at any time that is consistent with the Court's
13 Scheduling Order.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
15 resolution process under Local Rule 37.1 *et seq.*

16 6.3 The burden of persuasion in any such challenge proceeding shall be on
17 the Designating Party. Frivolous challenges, and those made for an improper purpose
18 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
19 expose the Challenging Party to sanctions. Unless the Designating Party has waived
20 or withdrawn the confidentiality designation, all Parties shall continue to afford the
21 material in question the level of protection to which it is entitled under the Producing
22 Party's designation until the Court rules on the challenge.

23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is
25 disclosed or produced by another Party or by a Non-Party in connection with this
26 Action only for prosecuting, defending, or attempting to settle this Action. Such
27 Protected Material may be disclosed only to the categories of persons and under the
28 conditions described in this Order. When the Action has been terminated, a Receiving

1 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

5 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
6 otherwise ordered by the court or permitted in writing by the Designating Party, a
7 Receiving Party may disclose any information or item designated
8 "CONFIDENTIAL" 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 Action;

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

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

17 (d) the court and its personnel;

18 (e) court reporters and their staff;

19 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
20 to whom disclosure is reasonably necessary for this Action and who have signed the
21 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

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

24 (h) during their depositions, witnesses, and attorneys for witnesses, in the
25 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
26 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
27 not be permitted to keep any Protected Material unless they sign the
28 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise

1 agreed by the Designating Party or ordered by the court. Pages of transcribed
2 deposition testimony or exhibits to depositions that reveal Protected Material may be
3 separately bound by the court reporter and may not be disclosed to anyone except as
4 permitted under this Stipulated Protective Order;

5 (i) any mediator or settlement officer, and their supporting personnel, mutually
6 agreed upon by the Parties if engaged in settlement discussions; and

7 (j) any insurer to whom disclosure is reasonably necessary, who has signed the
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

9 7.3 Disclosure of "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
10 ONLY" Information or Items. Unless otherwise ordered by the court or permitted in
11 writing by the Designating Party, a Receiving Party may disclose any information or
12 item designated “HIGHLY CONFIDENTIAL - ATTORNEYS EYES ONLY” only
13 to:

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

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

20 (c) the court and its personnel;

21 (d) court reporters and their staff;

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

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

27 (g) during their depositions, Non-Party witnesses, and attorneys for Non-Party
28 witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the

1 deposing party requests that the witness sign the form attached as Exhibit A hereto;
2 and (2) they will not be permitted to keep any Protected Material unless they sign the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
4 agreed by the Designating Party or ordered by the court. Pages of transcribed
5 deposition testimony or exhibits to depositions that reveal Protected Material may be
6 separately bound by the court reporter and may not be disclosed to anyone except as
7 permitted under this Stipulated Protective Order;

8 (h) any mediator or settlement officer, and their supporting personnel, mutually
9 agreed upon by any the Parties if engaged in settlement discussions; and

10 (i) any insurer to whom disclosure is reasonably necessary, who has signed the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

12 7.4 Service of “Acknowledgment and Agreement to Be Bound” (Exhibit A).

13 The signed original of each Acknowledgment and Agreement to Be Bound
14 (Exhibit A) shall be served by the attorney who procured it on counsel for the
15 opposing party as follows:

16 (1) for an expert witness or rebuttal-only expert witness, no later than the earlier
17 of: (a) the time at which that witness is disclosed to opposing counsel or (b) the final
18 disposition of this litigation as defined in paragraph number 4 above, and

19 (2) for any Professional Vendor, expert consultant, professional jury or trial
20 consultant, mock juror, Insurer and any other Non-Party who received any Protected
21 Material, contemporaneously with the earlier of (a) the final disposition of this
22 litigation as defined in paragraph number 4 above or (b) the disclosure of such person
23 to opposing counsel.

24 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
25 PRODUCED IN ANOTHER LITIGATION

26 If a Party is served with a subpoena or a court order issued in another litigation
27 that compels disclosure of any information or items designated in this Action as
28 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS' EYES

1 ONLY," that Party must:

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

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

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

10 If the Designating Party timely seeks a protective order, the Party served with
11 the subpoena or court order shall not produce any information designated in this
12 Action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS'
13 EYES ONLY" before a determination by the court from which the subpoena or order
14 issued, unless the Party has obtained the Designating Party's permission. The
15 Designating Party shall bear the burden and expense of seeking protection in that court
16 of its confidential material and nothing in these provisions should be construed as
17 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
18 directive from another court.

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

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

27 (b) In the event that a Party is required, by a valid discovery request, to produce
28 a Non-Party's confidential information in its possession, and the Party is subject to an

1 agreement with the Non-Party not to produce the Non-Party's confidential
2 information, then the Party shall:

3 (1) promptly notify in writing the requesting Party and the Non-Party
4 that some or all of the information requested is subject to a confidentiality agreement
5 with a Non-Party;

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

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

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

19 (d) If a Party seeks or obtains any Disclosure or Discovery Material from a
20 Non-Party, any Party may designate as Protected Material any such Disclosure or
21 Discovery Material so long as the material otherwise meets the conditions for being
22 designated as Protected Material set forth herein.

23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
25 Protected Material to any person or in any circumstance not authorized under this
26 Stipulated Protective Order, the Receiving Party must immediately: (a) notify in
27 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
28 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or

1 persons to whom unauthorized disclosures were made of all the terms of this Order,
2 and (d) request such person or persons to execute the “Acknowledgment and
3 Agreement to Be Bound” that is attached hereto as Exhibit A.

4 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
5 PROTECTED MATERIAL

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

16 12. MISCELLANEOUS

17 12.1 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 12.2 Right to Assert Other Objections. By stipulating to the entry of this
20 Order, no Party waives any right it otherwise would have to object to disclosing or
21 producing any information or item on any ground not addressed in this Stipulated
22 Protective Order. Similarly, no Party waives any right to object on any ground to use
23 in evidence of any of the material covered by this Order.

24 12.3 Filing Protected Material. A Party that seeks to file under seal any
25 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
26 only be filed under seal pursuant to a court order authorizing the sealing of the specific
27 Protected Material at issue. If a Party's request to file Protected Material under seal
28 is denied by the court, then the Receiving Party may file the information in the public

1 record unless otherwise instructed by the court.

2 13. FINAL DISPOSITION

3 After the final disposition of this Action, as defined in paragraph 4, within 60
4 days of a written request by the Designating Party, each Receiving Party must return
5 all Protected Material to the Producing Party or destroy such material. Each Expert,
6 Professional Vendor, Consultant, and any other Non-Party who received any
7 Protected Material must return all Protected Material to the attorney who procured the
8 Acknowledgment and Agreement to Be Bound (Exhibit A) under which the Protected
9 Material was provided to the Expert, Professional Vendor, Consultant, or other Non-
10 Party. As used in this subdivision, “all Protected Material” includes all copies,
11 abstracts, compilations, summaries, and any other format reproducing or capturing
12 any of the Protected Material. Whether the Protected Material is returned or
13 destroyed, the Receiving Party must submit a written certification to the Producing
14 Party (and, if not the same person or entity, to the Designating Party) by the 60 day
15 deadline that: (1) identifies (by category, where appropriate) all the Protected Material
16 that was returned or destroyed, (2) identifies each Expert, Professional Vendor,
17 Consultant, or other Non-Party to whom the Receiving Party provided Protected
18 Material, or who otherwise received Protected Material, and affirms that each such
19 person returned to the Receiving Party all such Protected Material and (3) affirms that
20 the 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, Outside Counsel of Record are entitled to retain an
23 archival copy of all pleadings, motion papers, trial, deposition, and hearing
24 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
25 reports, 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 in
28 Section 4 (DURATION).

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

FOR GOOD CAUSE IT IS SO ORDERED.

Dated: 9/6/2018

By: *Karen E. Scott*
Hon. Karen E. Scott
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full street address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective Order
that was issued by the United States District Court for the Central District of
California on _____ [date] in the case of *NEW AGE IMPORTERS, INC., a
California corporation v. VD Importers, Inc., a Florida corporation, et al.*, Case No.
8:17-cv-02154-CJC-KES. I agree to comply with and to be bound by all the terms of
this Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that
is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order. Under penalty of perjury, I represent
that: (1) I am not a past or current employee, officer, director, manager, managing
agent, or member of a Party or of a Party’s competitor, (2) I am not related to any
employee, officer, director, manager, managing agent, or member of a Party or of a
Party’s competitor, (3) I do not anticipate becoming an employee, officer, director,
manager, managing agent, or member of a Party or of a Party’s competitor.

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____