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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

The Authentic Entrepreneur, LLC, a  
California Limited Liability  
Corporation, DBA Wake Up  
Warrior, and Garrett White, an  
individual,  
  
Plaintiff,  
  
v.  
  
Lions Not Sheep Apparel, LLC, a  
Utah Limited Liability Corporation,  
FORGE YOUR POTENTIAL, LLC,  
an Idaho Limited Liability  
Corporation, and SEAN WHALEN,  
an Individual, and DOES 1-10,  
inclusive,  
  
Defendants.

Case No. 8:18-cv-00239-AG (JDEx)  
  
PROTECTIVE ORDER

Based upon the Stipulation of the parties (Dkt. 40), and good cause appearing therefor, the Court FINDS and ORDERS as follows:

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than pursuing this litigation may

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

7       2.     GOOD CAUSE STATEMENT

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

3 In addition, the parties are currently competitors in the same industry.  
4 This action is likely to involve discovery and disclosure of documents,  
5 materials, testimony, and other information containing or disclosing trade  
6 secrets and other confidential and proprietary commercial information of the  
7 parties to the action, including confidential and commercially sensitive  
8 information relating to marketing plans, business strategies, goods and services  
9 capabilities, sales, costs, pricing, profitability, customers, suppliers, and other  
10 business and financial data or information, which, if disclosed to the parties  
11 themselves, will pose a significant risk of injury to the legitimate business  
12 interests of the disclosing party. As such, there is good cause for such certain  
13 documents, materials, testimony or other information to be further restricted  
14 from the parties' themselves and to be viewed only by the parties' respective  
15 outside counsel.

16 3. ACKNOWLEDGMENT OF UNDER SEAL FILING  
17 PROCEDURE

18 The parties further acknowledge, as set forth in Section 14.3, below, that  
19 this Stipulated Protective Order does not entitle them to file confidential  
20 information under seal; Local Civil Rule 79-5 sets forth the procedures that  
21 must be followed and the standards that will be applied when a party seeks  
22 permission from the court to file material under seal. There is a strong  
23 presumption that the public has a right of access to judicial proceedings and  
24 records in civil cases. In connection with non-dispositive motions, good cause  
25 must be shown to support a filing under seal. See Kamakana v. City and  
26 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen.  
27 Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony  
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1 Electrics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated  
2 protective orders require good cause showing), and a specific showing of good  
3 cause or compelling reasons with proper evidentiary support and legal  
4 justification, must be made with respect to Protected Material that a party  
5 seeks to file under seal. The parties' mere designation of Disclosure or  
6 Discovery Material as CONFIDENTIAL or HIGHLY CONFIDENTIAL –  
7 OUTSIDE COUNSEL'S EYES ONLY does not— without the submission of  
8 competent evidence by declaration, establishing that the material sought to be  
9 filed under seal qualifies as confidential, privileged, or otherwise protectable—  
10 constitute good cause.

11 Further, if a party requests sealing related to a dispositive motion or trial,  
12 then compelling reasons, not only good cause, for the sealing must be shown,  
13 and the relief sought shall be narrowly tailored to serve the specific interest to  
14 be protected. See Pintos v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th  
15 Cir. 2010). For each item or type of information, document, or thing sought to  
16 be filed or introduced under seal, the party seeking protection must articulate  
17 compelling reasons, supported by specific facts and legal justification, for the  
18 requested sealing order. Again, competent evidence supporting the application  
19 to file documents under seal must be provided by declaration.

20 Any document that is not confidential, privileged, or otherwise  
21 protectable in its entirety will not be filed under seal if the confidential portions  
22 can be redacted. If documents can be redacted, then a redacted version for  
23 public viewing, omitting only the confidential, privileged, or otherwise  
24 protectable portions of the document, shall be filed. Any application that seeks  
25 to file documents under seal in their entirety should include an explanation of  
26 why redaction is not feasible.  
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1           4.     DEFINITIONS

2           4.1    Action: The Authentic Entrepreneur, LLC, a California Limited  
3 Liability Corporation v. Lions Not Sheep Apparel, LLC and Sean Whalen,  
4 Case No. 8:18-cv-00239-AG-JDE.

5           4.2    Challenging Party: a Party or Non-Party that challenges the  
6 designation of information or items under this Order.

7           4.3    “CONFIDENTIAL” Information or Items: information  
8 (regardless of how it is generated, stored or maintained) or tangible things that  
9 qualify for protection under Federal Rule of Civil Procedure 26(c), and as  
10 specified above in the Good Cause Statement.

11          4.4    “HIGHLY CONFIDENTIAL–OUTSIDE COUNSEL’S EYES  
12 ONLY” information or items shall mean extremely sensitive confidential  
13 information or items, for which the disclosure of the information or items to  
14 another Party or Non-Party would create a substantial risk of serious harm that  
15 could not be avoided by less restrictive means.

16          4.5    Counsel: Outside Counsel of Record and House Counsel (as well  
17 as their support staff).

18          4.6    “Outside Counsel” shall mean attorneys who are not employees of  
19 a Party, but who have been retained to represent or advise a Party to this  
20 Action and have appeared in this Action on behalf of that Party or are  
21 affiliated with a law firm that has appeared on behalf of that Party.

22          4.7    Designating Party: a Party or Non-Party that designates  
23 information or items that it produces in disclosures or in responses to discovery  
24 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–OUTSIDE  
25 COUNSEL’S EYES ONLY”

26          4.8    Disclosure or Discovery Material: all items or information,  
27 regardless of the medium or manner in which it is generated, stored, or  
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1 maintained (including, among other things, testimony, transcripts, and tangible  
2 things), that are produced or generated in disclosures or responses to discovery.

3 4.9 Expert: a person with specialized knowledge or experience in a  
4 matter pertinent to the litigation who has been retained by a Party or its  
5 counsel to serve as an expert witness or as a consultant in this Action.

6 4.10 House Counsel: attorneys who are employees of a party to this  
7 Action. House Counsel does not include Outside Counsel of Record or any  
8 other outside counsel.

9 4.11 Non-Party: any natural person, partnership, corporation,  
10 association or other legal entity not named as a Party to this action.

11 4.12 Party: any party to this Action, including all of its officers,  
12 directors, employees, consultants, retained experts, and Outside Counsel of  
13 Record (and their support staffs).

14 4.13 Producing Party: a Party or Non-Party that produces Disclosure or  
15 Discovery Material in this Action.

16 4.14 Professional Vendors: persons or entities that provide litigation  
17 support services (e.g., photocopying, videotaping, translating, preparing  
18 exhibits or demonstrations, and organizing, storing, or retrieving data in any  
19 form or medium) and their employees and subcontractors.

20 4.15 Protected Material: any Disclosure or Discovery Material that is  
21 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–  
22 OUTSIDE COUNSEL’S EYES ONLY.”

23 4.16 Receiving Party: a Party that receives Disclosure or Discovery  
24 Material from a Producing Party.  
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1           5.     SCOPE

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

7           Any use of Protected Material at trial shall be governed by the orders of  
8 the trial judge and other applicable authorities. This Order does not govern the  
9 use of Protected Material at trial.

10          6.     DURATION

11          Once a case proceeds to trial, information that was designated as  
12 CONFIDENTIAL or “HIGHLY CONFIDENTIAL–OUTSIDE  
13 COUNSEL’S EYES ONLY” or maintained pursuant to this protective order  
14 used or introduced as an exhibit at trial becomes public and will be  
15 presumptively available to all members of the public, including the press,  
16 unless compelling reasons supported by specific factual findings to proceed  
17 otherwise are made to the trial judge in advance of the trial. See Kamakana,  
18 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing  
19 documents produced in discovery from “compelling reasons” standard when  
20 merits-related documents are part of court record). Accordingly, the terms of  
21 this protective order do not extend beyond the commencement of the trial.

22          7.     DESIGNATING PROTECTED MATERIAL

23          7.1    Exercise of Restraint and Care in Designating Material for  
24                Protection. Each Party or Non-Party that designates information  
25 or items for protection under this Order must take care to limit any such  
26 designation to specific material that qualifies under the appropriate standards.  
27 The Designating Party must designate for protection only those parts of  
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1 material, documents, items or oral or written communications that qualify so  
2 that other portions of the material, documents, items or communications for  
3 which protection is not warranted are not swept unjustifiably within the ambit  
4 of this Order.

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

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

14 7.2 Manner and Timing of Designations. Except as otherwise  
15 provided in this Order, or as otherwise stipulated or ordered, Disclosure of  
16 Discovery Material that qualifies for protection under this Order must be  
17 clearly so designated before the material is disclosed or produced.

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

15 (b) for testimony given in depositions that the Designating Party  
16 identifies the Disclosure or Discovery Material on the record, before the close  
17 of the deposition all protected testimony.

18 (c) for information produced in some form other than  
19 documentary and for any other tangible items, that the Producing Party affix  
20 in a prominent place on the exterior of the container or containers in which the  
21 information is stored the legend “CONFIDENTIAL” or the AEO legend. If  
22 only a portion or portions of the information warrants protection, the  
23 Producing Party, to the extent practicable, shall identify the protected  
24 portion(s).

25  
26 7.3 Inadvertent Failures to Designate. If timely corrected, an  
27 inadvertent failure to designate qualified information or items does not,  
28 standing alone, waive the Designating Party’s right to secure protection under

1 this Order for such material. Upon timely correction of a designation, the  
2 Receiving Party must make reasonable efforts to assure that the material is  
3 treated in accordance with the provisions of this Order.

4 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5 8.1. Timing of Challenges. Any Party or Non-Party may challenge a  
6 designation of confidentiality at any time that is consistent with the Court's  
7 Scheduling Order.

8 8.2 Meet and Confer. The Challenging Party shall initiate the dispute  
9 resolution process under Local Rule 37-1 et seq.

10 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
11 joint stipulation pursuant to Local Rule 37-2.

12 8.4 The burden of persuasion in any such challenge proceeding shall be  
13 on the Designating Party. Frivolous challenges, and those made for an  
14 improper purpose (e.g., to harass or impose unnecessary expenses and burdens  
15 on other parties) may expose the Challenging Party to sanctions. Unless the  
16 Designating Party has waived or withdrawn the confidentiality designation, all  
17 parties shall continue to afford the material in question the level of protection  
18 to which it is entitled under the Producing Party's designation until the Court  
19 rules on the challenge.  
20

21 9. ACCESS TO AND USE OF PROTECTED MATERIAL

22 9.1 Basic Principles. A Receiving Party may use Protected Material that  
23 is disclosed or produced by another Party or by a Non-Party in connection  
24 with this Action only for prosecuting, defending or attempting to settle this  
25 Action. Such Protected Material may be disclosed only to the categories of  
26 persons and under the conditions described in this Order. When the Action has  
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1 been terminated, a Receiving Party must comply with the provisions of section  
2 15 below (FINAL DISPOSITION).

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

6 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
7 otherwise ordered by the court or permitted in writing by the Designating  
8 Party, a Receiving Party may disclose any information or item designated  
9 “CONFIDENTIAL” only to:

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

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

16 (c) Experts (as defined in this Order) of the Receiving Party to  
17 whom disclosure is reasonably necessary for this Action and who have signed  
18 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and for  
19 whom the requirements of section 9.4 have been satisfied.

20 (d) the court and its personnel;

21 (e) court reporters and their staff;

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

26 (g) the author or recipient of a document containing the  
27 information or a custodian or other person who otherwise possessed or knew  
28

1 the information;

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

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

15 9.3 Disclosure of “HIGHLY CONFIDENTIAL–OUTSIDE  
16 COUNSEL’S EYES ONLY” Information or Items. Unless otherwise ordered  
17 by the Court or permitted in writing by the Designating Party, a Receiving  
18 Party may disclose any information or item designated of “HIGHLY  
19 CONFIDENTIAL–OUTSIDE COUNSEL’S EYES ONLY” only to:

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

23 (b) Experts of the Receiving Party to whom disclosure is  
24 reasonably necessary for this litigation, who have reviewed and signed the  
25 Acknowledgment and for whom the requirements of section 9.4 have been  
26 satisfied;  
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1 (c) any neutral retained in connection with alternative dispute  
2 resolution proceedings related to this litigation;

3 (d) any court or other shorthand reporter or typist recording or  
4 transcribing testimony and its personnel;

5 (e) jury consultants who have signed the Acknowledgment;

6 (f) Professional Vendors to whom disclosure is reasonably  
7 necessary for the litigation of this Action; and

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

11 9.4 The following procedures shall apply for approving or objecting to  
12 the disclosure of Protected Material to an Expert:

13 (a) Unless otherwise ordered by the Court or agreed to in writing  
14 by the Designating Party, a Party that seeks to disclose Protected Material to  
15 an Expert shall first make a written request to the Designating Party that (1)  
16 sets forth the full name of the Expert and the city and state of his or her  
17 primary residence, (2) attaches a copy of the Expert's current resume, (3)  
18 identifies the Expert's current employer(s), (4) identifies each person or entity  
19 from whom the Expert has received compensation or funding for work in his  
20 or her areas of expertise or to whom the expert has provided professional  
21 services, including in connection with a litigation, at any time during the  
22 preceding three years, and (5) identifies any litigation in connection with  
23 which the Expert has offered expert testimony, including through a  
24 declaration, report, or testimony at a deposition or trial, during the preceding  
25 three years. The written request shall be accompanied by an Acknowledgment  
26 executed by the Expert;  
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1 (b) A Party that makes a request and provides the information  
2 specified in section 9.4(a) may disclose the subject Protected Material to the  
3 identified Expert unless, within ten (10) days of delivering the request, the  
4 Party receives a written objection from the Designating Party. Any such  
5 objection shall set forth in detail the grounds on which the objection is based;  
6 and

7 (c) A Party that receives a timely written objection shall meet and  
8 confer with the Designating Party to try to resolve the matter by agreement  
9 within seven (7) days of the written objection. The Parties shall meet and  
10 confer pursuant to Local Rule 37-1. If the Parties cannot resolve the objection  
11 without court intervention, the Parties shall comply with Local Rule 37-2 and  
12 draft a joint stipulation pursuant to Local Rule 37-2. In any such proceeding,  
13 the Party opposing disclosure to the Expert shall bear the burden of proving  
14 that the risk of harm that the disclosure would entail (under the safeguards  
15 proposed) outweighs the Receiving Party's need to disclose the Protected  
16 Material to its Expert. Either Party may seek *ex parte* relief related to an  
17 objection to disclose Protected Material to an Expert if justice so requires  
18 without complying with sections 9.4(b) and 9.4(c).

19 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
20 PRODUCED IN OTHER LITIGATION  
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22 If a Party is served with a subpoena or a court order issued in other  
23 litigation that compels disclosure of any information or items designated in this  
24 Action as "CONFIDENTIAL," or "HIGHLY CONFIDENTIAL-OUTSIDE  
25 COUNSEL'S EYES ONLY" that Party must:  
26

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

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

5 (c) cooperate with respect to all reasonable procedures sought to be  
6 pursued by the Designating Party whose Protected Material may be affected. If  
7 the Designating Party timely seeks a protective order, the Party served with the  
8 subpoena or court order shall not produce any information designated in this  
9 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–OUTSIDE  
10 COUNSEL’S EYES ONLY” before a determination by the court from which  
11 the subpoena or order issued, unless the Party has obtained the Designating  
12 Party’s permission. The Designating Party shall bear the burden and expense  
13 of seeking protection in that court of its confidential material and nothing in  
14 these provisions should be construed as authorizing or encouraging a  
15 Receiving Party in this Action to disobey a lawful directive from another court.  
16

17 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO  
18 BE PRODUCED IN THIS LITIGATION  
19

20 (a) The terms of this Order are applicable to information produced  
21 by a Non-Party in this Action and designated as “CONFIDENTIAL” or  
22 “HIGHLY CONFIDENTIAL–OUTSIDE COUNSEL’S EYES ONLY.”  
23 Such information produced by Non-Parties in connection with this litigation is  
24 protected by the remedies and relief provided by this Order. Nothing in these  
25 provisions should be construed as prohibiting a Non-Party from seeking  
26 additional protections.  
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1 (b) In the event that a Party is required, by a valid discovery  
2 request, to produce a Non-Party's confidential information in its possession,  
3 and the Party is subject to an agreement with the Non-Party not to produce the  
4 Non-Party's confidential information, then the Party shall:

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

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

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

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

22 12. UNAUTHORIZED DISCLOSURE OF PROTECTED  
23 MATERIAL  
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25  
26 If a Receiving Party learns that, by inadvertence or otherwise, it has  
27 disclosed Protected Material to any person or in any circumstance not  
28 authorized under this Stipulated Protective Order, the Receiving Party must



1 immediately (a) notify in writing the Designating Party of the unauthorized  
2 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
3 Protected Material, (c) inform the person or persons to whom unauthorized  
4 disclosures were made of all the terms of this Order, and (d) request such  
5 person or persons to execute the “Acknowledgment an Agreement to Be  
6 Bound” attached hereto as Exhibit A.

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

21 14. MISCELLANEOUS  
22

23 14.1 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 14.2 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  
27 to disclosing or producing any information or item on any ground not  
28 addressed in this Stipulated Protective Order. Similarly, no Party waives any

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

3 14.3 Filing Protected Material. A Party that seeks to file under seal any  
4 Protected Material must comply with Local Civil Rule 79-5. Protected  
5 Material may only be filed under seal pursuant to a court order authorizing the  
6 sealing of the specific Protected Material. If a Party's request to file Protected  
7 Material under seal is denied by the court, then the Receiving Party may file  
8 the information in the public record unless otherwise instructed by the court.

9 15. FINAL DISPOSITION

10 After the final disposition of this Action, as defined in paragraph 6,  
11 within 60 days of a written request by the Designating Party, each Receiving  
12 Party 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  
15 or capturing any of the Protected Material. Whether the Protected Material is  
16 returned or destroyed, the Receiving Party must submit a written certification  
17 to the Producing Party (and, if not the same person or entity, to the  
18 Designating Party) by the 60-day deadline that (1) identifies (by category,  
19 where appropriate) all the Protected Material that was returned or destroyed  
20 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
21 compilations, summaries or any other format reproducing or capturing any of  
22 the Protected Material. Notwithstanding this provision, Counsel are entitled to  
23 retain an archival copy of all pleadings, motion papers, trial, deposition, and  
24 hearing transcripts, legal memoranda, correspondence, deposition and trial  
25 exhibits, expert reports, attorney work product, and consultant and expert  
26 work product, even if such materials contain Protected Material. Any such  
27  
28

1 archival copies that contain or constitute Protected Material remain subject to  
2 this Protective Order as set forth in Section 6 (DURATION).

3 16. VIOLATION

4 Any violation of this Order may be punished by appropriate measures  
5 including, without limitation, contempt proceedings and/or monetary  
6 sanctions.

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8 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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10 DATED: January 28, 2019

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14 JOHN D. EARLY  
15 United States Magistrate Judge  
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3 **Exhibit A**  
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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

10 The Authentic Entrepreneur, LLC, a  
11 California Limited Liability  
12 Corporation, DBA Wake Up  
13 Warrior, and Garrett White, an  
individual,

14 Plaintiff,

15 v.

16  
17 Lions Not Sheep Apparel, LLC, a  
18 Utah Limited Liability Corporation,  
19 FORGE YOUR POTENTIAL, LLC,  
an Idaho Limited Liability  
20 Corporation, and SEAN WHALEN,  
an Individual, and DOES 1-10,  
21 inclusive,

22 Defendants.

Case No. 8:18-cv-00239-AG (JDEx)

ACKNOWLEDGMENT AND  
AGREEMENT TO BE BOUND BY  
PROTECTIVE ORDER

23  
24 I, the undersigned, hereby certify that I have read and am familiar with the  
25 terms of the Protective Order (the “Order”) entered in the above-captioned action  
26 (the “Action”), a copy of which is attached. I agree to be bound by the terms of the  
27 Order, and I agree that I will use CONFIDENTIAL INFORMATION or HIGHLY  
28 CONFIDENTIAL-OUTSIDE COUNSEL’S EYES ONLY INFORMATION that I

1 may receive *only* in a manner authorized by the Order and only to directly assist in  
2 the litigation of this Action, and for no other purpose. I agree that I will not  
3 disclose or discuss CONFIDENTIAL INFORMATION or HIGHLY  
4 CONFIDENTIAL—OUTSIDE COUNSEL’S EYES ONLY INFORMATION to  
5 or with anyone, except as expressly authorized by the terms of the Order.

6 I further understand my obligation to return and/or destroy documents as set  
7 forth in section 15 of the Order and agree to be bound thereto.

8 I hereby submit to the jurisdiction of the Court for the purpose of ensuring  
9 compliance with this Order.

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Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_