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

Baskin-Robbins Franchising LLC, et al.,  
  
Plaintiffs,  
  
vs.  
  
MYP Corporation, et al.,  
  
Defendants.  

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Related Third-Party Claims.

**Case No. 8:19-cv-02232-JVS-JDE  
  
ORDER GRANTING  
STIPULATED PROTECTIVE  
ORDER**

Pursuant to the parties’ Stipulation (Dkt. 60) and for good cause shown therein, 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 prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends

1 only to the limited information or items that are entitled to confidential treatment  
2 under the applicable legal principles. The parties further acknowledge, as set forth  
3 below, that this Stipulated Protective Order does not entitle them to file  
4 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures  
5 that must be followed and the standards that will be applied when a party seeks  
6 permission from the Court to file material under seal.

7 2. GOOD CAUSE STATEMENT

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

1                   3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

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

19                  Further, if a party requests sealing related to a dispositive motion or trial,  
20                  then compelling reasons, not only good cause, for the sealing must be shown, and  
21                  the relief sought shall be narrowly tailored to serve the specific interest to be  
22                  protected. *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir.  
23                  2010). For each item or type of information, document, or thing sought to be filed  
24                  or introduced under seal, the party seeking protection must articulate compelling  
25                  reasons, supported by specific facts and legal justification, for the requested sealing  
26                  order. Again, competent evidence supporting the application to file documents  
27                  under seal must be provided by declaration.

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

7 4. DEFINITIONS

8 4.1. Action: *Baskin-Robbins Franchising LLC, et al. v. MYP Corp., et al.*,  
9 Case No. 8:19-cv-02232-JVS-JDE.

10 4.2. Challenging Party: A Party or Non-Party that challenges the  
11 designation of information or items under this Order.

12 4.3. “CONFIDENTIAL” Information or Items: Information (regardless of  
13 how it is generated, stored or maintained) or tangible things that qualify for  
14 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
15 the Good Cause Statement.

16 4.4. “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY”  
17 Information or Items: Information (regardless of how it is generated, stored or  
18 maintained) or tangible things that qualify for heightened protection under Federal  
19 Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
20 Statement.

21 4.5. Counsel: Outside Counsel of Record and House Counsel (as well as  
22 their support staff).

23 4.6. Designating Party: A Party or Non-Party that designates information  
24 or items that it produces in disclosures or in responses to discovery as  
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY EYES  
26 ONLY.”

27 4.7. Disclosure or Discovery Material: All items or information, regardless  
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced  
2 or generated in disclosures or responses to discovery in this matter.

3 4.8. 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 counsel to  
5 serve as an expert witness or as a consultant in this Action.

6 4.9. House Counsel: Attorneys who are employees of a party to this  
7 Action. House Counsel does not include Outside Counsel of Record or any other  
8 outside counsel.

9 4.10. Non-Party: Any natural person, partnership, corporation, association,  
10 or other legal entity not named as a Party to this action.

11 4.11. Outside Counsel of Record: Attorneys who are not employees of a  
12 party to this Action but are retained to represent or advise a party to this Action  
13 and have appeared in this Action on behalf of that party or are affiliated with a law  
14 firm which has appeared on behalf of that party, and includes support staff.

15 4.12. Party: Any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18 4.13. Producing Party: A Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20 4.14. Professional Vendors: Persons or entities that provide litigation  
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
23 and their employees and subcontractors.

24 4.15. Protected Material: Any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY  
26 EYES ONLY.”

27 4.16. Receiving Party: A Party that receives Disclosure or Discovery  
28 Material from a Producing Party.

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 the  
8 trial judge and other applicable authorities. This Order does not govern the use of  
9 Protected Material at trial.

10           6. DURATION

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

19           7. DESIGNATING PROTECTED MATERIAL

20           7.1. Exercise of Restraint and Care in Designating Material for Protection.

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

28

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  
4 impose unnecessary expenses and burdens on other parties) may expose the  
5 Designating Party 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 7.2. Manner and Timing of Designations. Except as otherwise provided in  
10 this Order (*see, e.g.*, Section B(2)(b) below), or as otherwise stipulated or ordered,  
11 Disclosure or Discovery Material that qualifies for protection under this Order  
12 must be clearly so designated before the material is disclosed or produced.

13 Designation in conformity with this Order requires the following:

14 (a) For information in documentary form (e.g., paper or electronic  
15 documents, but excluding transcripts of depositions or other pretrial or trial  
16 proceedings), that the Producing Party affix at a minimum, the applicable legend  
17 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY EYES  
18 ONLY”), to each page that contains protected material. If only a portion or  
19 portions of the material on a page qualifies for protection, the Producing Party also  
20 must clearly identify the protected portion(s) (e.g., by making appropriate  
21 markings in the margins).

22 A Party or Non-Party that makes original documents available for inspection  
23 need not designate them for protection until after the inspecting Party has indicated  
24 which documents it would like copied and produced. During the inspection and  
25 before the designation, all of the material made available for inspection shall be  
26 deemed “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY.” After the  
27 inspecting Party has identified the documents it wants copied and produced, the  
28 Producing Party must determine which documents, or portions thereof, qualify for

1 protection under this Order. Then, before producing the specified documents, the  
2 Producing Party must affix the legend (“CONFIDENTIAL” or “HIGHLY  
3 CONFIDENTIAL – ATTORNEY EYES ONLY”) to each page that contains  
4 Protected Material. If only a portion or portions of the material on a page qualifies  
5 for protection, the Producing Party also must clearly identify the protected  
6 portion(s) (e.g., by making appropriate markings in the margins).

7 (b) For testimony given in depositions, that the Designating Party identify  
8 the Disclosure or Discovery Material on the record, before the close of the  
9 deposition all protected testimony.

10 (c) For information produced in form other than document and for any  
11 other tangible items, that the Producing Party affix in a prominent place on the  
12 exterior of the container or containers in which the information is stored the legend  
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY EYES  
14 ONLY.” If only a portion or portions of the information warrants protection, the  
15 Producing Party, to the extent practicable, shall identify the protected portion(s).

16 7.3. Inadvertent Failure to Designate. If timely corrected, an inadvertent  
17 failure to designate qualified information or items does not, standing alone, waive  
18 the Designating Party’s right to secure protection under this Order for such  
19 material. Upon timely correction of a designation, the Receiving Party must make  
20 reasonable efforts to assure that the material is treated in accordance with the  
21 provisions of this Order.

## 22 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 8.1. Timing of Challenges. Any party or Non-Party may challenge a  
24 designation of confidentiality at any time that is consistent with the Court’s  
25 Scheduling Order.

26 8.2. Meet and Confer. The Challenging Party shall initiate the dispute  
27 resolution process under Local Rule 37.1 et seq.  
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1           8.3. Joint Stipulation. Any challenge submitted to the Court shall be via a  
2 joint stipulation pursuant to Local Rule 37-2.

3           8.4. The burden of persuasion in any such challenge proceeding shall be  
4 on the Designating Party. Frivolous challenges, and those made for an improper  
5 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
6 parties) may expose the Challenging Party to sanctions. Unless the Designating  
7 Party has waived or withdrawn the confidentiality designation, all parties shall  
8 continue to afford the material in question the level of protection to which it is  
9 entitled under the Producing Party’s designation until the Court rules on the  
10 challenge.

11           9. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

22           9.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless  
23 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
24 Receiving Party may disclose any information or item designated  
25 “CONFIDENTIAL” only to:

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

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

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

6 (d) The Court and its personnel;

7 (e) Court reporters and their staff;

8 (f) Professional jury or trial consultants, mock jurors, and Professional  
9 Vendors to whom disclosure is reasonably necessary or this Action and who have  
10 signed the “Acknowledgment and Agreement to be Bound” attached as Exhibit A  
11 hereto;

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

14 (h) During their depositions, witnesses, and attorneys for witnesses, in the  
15 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
16 party requests that the witness sign the “Acknowledgment and Agreement to Be  
17 Bound;” and (2) they will not be permitted to keep any confidential information  
18 unless they sign the “Acknowledgment and Agreement to Be Bound,” unless  
19 otherwise agreed by the Designating Party or ordered by the Court. Pages of  
20 transcribed deposition testimony or exhibits to depositions that reveal Protected  
21 Material may be separately bound by the court reporter and may not be disclosed  
22 to anyone except as permitted under this Stipulated Protective Order; and

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

25 9.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEY EYES  
26 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted  
27 in writing by the Designating Party, a Receiving Party may disclose any  
28 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEY

1 EYES ONLY” only to:

2 (a) The receiving party’s outside counsel of record in this action and  
3 employees of outside counsel of record to whom it is reasonably necessary to  
4 disclose the information;

5 (b) The Court and its personnel;

6 (c) Outside court reporters and their staff, professional jury or trial  
7 consultants, and professional vendors to whom disclosure is reasonably necessary,  
8 and who have signed the Agreement to Be Bound (Exhibit A); and

9 (d) The author or recipient of a document containing the material, or a  
10 custodian or other person who otherwise possessed or knew the information.

11 9.4 Procedures for Approving or Objecting to Disclosure of HIGHLY  
12 CONFIDENTIAL – ATTORNEY EYES ONLY or Material to In-House Counsel  
13 or Experts. Unless agreed to in writing by the designator:

14 9.4.1 A party seeking to disclose to in-house counsel any material  
15 designated HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY must first  
16 make a written request to the designator providing the full name of the in-house  
17 counsel, the city and state of such counsel’s residence, and such counsel’s current  
18 and reasonably foreseeable future primary job duties and responsibilities in  
19 sufficient detail to determine present or potential involvement in any competitive  
20 decision-making.

21 9.4.2 A party seeking to disclose to an expert retained by outside counsel of  
22 record any information or item that has been designated HIGHLY  
23 CONFIDENTIAL – ATTORNEY EYES ONLY must first make a written request  
24 to the designator that (1) identifies the general categories of HIGHLY  
25 CONFIDENTIAL – ATTORNEY EYES ONLY information that the receiving  
26 party seeks permission to disclose to the expert, (2) sets forth the full name of the  
27 expert and the city and state of his or her primary residence, (3) attaches a copy of  
28 the expert’s current resume, (4) identifies the expert’s current employer(s), (5)

1 identifies each person or entity from whom the expert has received compensation  
2 or funding for work in his or her areas of expertise (including in connection with  
3 litigation) in the past five years, and (6) identifies (by name and number of the  
4 case, filing date, and location of court) any litigation where the expert has offered  
5 expert testimony, including by declaration, report, or testimony at deposition or  
6 trial, in the past five years. If the expert believes any of this information at (4) - (6)  
7 is subject to a confidentiality obligation to a third party, then the expert should  
8 provide whatever information the expert believes can be disclosed without  
9 violating any confidentiality agreements, and the party seeking to disclose the  
10 information to the expert shall be available to meet and confer with the designator  
11 regarding any such confidentiality obligations.

12 9.4.3 A party that makes a request and provides the information specified in  
13 paragraphs 4.4.1 or 4.4.2 may disclose the designated material to the identified  
14 inhouse counsel or expert unless, within seven days of delivering the request, the  
15 party receives a written objection from the designator providing detailed grounds  
16 for the objection.

17 9.4.4 All challenges to objections from the designator shall proceed under  
18 L.R. 37-1 through L.R. 37-4.

19 10. PROTECTED MATERIAL SUPOENAED OR ORDERED  
20 PRODUCED IN OTHER LITIGATION

21 If a Party is served with a subpoena or a court order issued in other litigation  
22 that compels disclosure of any information or items designated in this Action as  
23 “CONFIDENTIAL,” that Party must:

24 (a) Promptly notify in writing the Designating Party. Such notification  
25 shall include a copy of the subpoena or court order;

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

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

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

15 (a) The terms of this Order are applicable to information produced by a  
16 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
17 produced by Non-Parties in connection with this litigation is protected by the  
18 remedies and relief provided by this Order. Nothing in these provisions should be  
19 construed as prohibiting a Non-Party from seeking additional protections.

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

24 (1) Promptly notify in writing the Requesting Party and the Non-Party  
25 that some or all of the information requested is subject to a confidentiality  
26 agreement with a Non-Party;

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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 reasonably  
3 specific description of the information requested; and

4 (3) Make the information requested available for inspection by the Non-  
5 Party, if requested.

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

14 **12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

23 **13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
24 **PROTECTED MATERIAL**

25 When a Producing Party gives notice to Receiving Parties that certain  
26 inadvertently produced material is subject to a claim of privilege or other  
27 protection, the obligations of the Receiving Parties are those set forth in Federal  
28 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify

1 whatever procedure may be established in an e-discovery order that provides for  
2 production without prior privilege review. Pursuant to Federal Rule of Evidence  
3 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
4 of a communication or information covered by the attorney-client privilege or  
5 work product protection, the parties may incorporate their agreement in the  
6 Stipulated Protective Order submitted to the Court.

7 14. MISCELLANEOUS

8 14.1. Right to Further Relief. Nothing in this Order abridges the right of any  
9 person to seek its modification by the Court in the future.

10 14.2. Right to Assert Other Objections. By stipulating to the entry of this  
11 Protective Order, no Party waives any right it otherwise would have to object to  
12 disclosing or producing any information or item on any ground not addressed in  
13 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
14 any ground to use in evidence of any of the material covered by this Protective  
15 Order.

16 14.3. Filing Protected Material. A Party that seeks to file under seal any  
17 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
18 may only be filed under seal pursuant to a court order authorizing the sealing of the  
19 specific Protected Material at issue. If a Party's request to file Protected Material  
20 under seal is denied by the Court, then the Receiving Party may file the  
21 information in the public record unless otherwise instructed by the Court.

22 15. FINAL DISPOSITION

23 After the final disposition of this Action, as defined in paragraph 6, within  
24 60 days of a written request by the Designating Party, each Receiving Party must  
25 return all Protected Material to the Producing Party or destroy such material. As  
26 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
27 compilations, summaries, and any other format reproducing or capturing any of the  
28 Protected Material. Whether the Protected Material is returned or destroyed, the

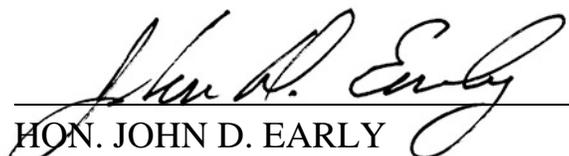
1 Receiving Party must submit a written certification to the Producing Party (and, if  
2 not the same person or entity, to the Designating Party) by the 60-day deadline that  
3 (1) identifies (by category, where appropriate) all the Protected Material that was  
4 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
5 copies, abstracts, compilations, summaries or any other format reproducing or  
6 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
7 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
8 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
9 and trial exhibits, expert reports, attorney work product, and consultant and expert  
10 work product, even if such materials contain Protected Material. Any such archival  
11 copies that contain or constitute Protected Material remain subject to this  
12 Protective Order as set forth in Section 6 (DURATION).

13 16. VIOLATION

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

17 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

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19 Dated: November 19, 2020

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22 HON. JOHN D. EARLY  
23 United States Magistrate Judge

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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
\_\_\_\_\_ [print or type full 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 in  
the case of *Baskin-Robbins Franchising LLC, et al. v. MYP Corp., et al.*, Case No.  
8:19-cv-02232-JVS-JDE. 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.

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:** \_\_\_\_\_