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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

SGII, INC. d/b/a SENEGENCE
INTERNATIONAL, a Delaware
corporation,

Plaintiff,

v.

SODA CHANDA SUON, an
individual,

Defendant.

} Case No. 8:21-cv-01168-DOC (JDEx)
} STIPULATED PROTECTIVE
} ORDER

Based on the parties' Stipulation (Dkt. 16), and finding good cause shown, 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 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties

1 acknowledge that this Order does not confer blanket protections on all
2 disclosures or responses to discovery and that the protection it affords from
3 public disclosure and use extends only to the limited information or items that
4 are entitled to confidential treatment under the applicable legal principles.

5 2. GOOD CAUSE STATEMENT

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

1 3. ACKNOWLEDGMENT OF UNDER SEAL FILING
2 PROCEDURE

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

24 Further, if a party requests sealing related to a dispositive motion or trial,
25 then compelling reasons, not only good cause, for the sealing must be shown,
26 and the relief sought shall be narrowly tailored to serve the specific interest to
27 be protected. See Pintos v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th
28 Cir. 2010). For each item or type of information, document, or thing sought to

1 be filed or introduced under seal, the party seeking protection must articulate
2 compelling reasons, supported by specific facts and legal justification, for the
3 requested sealing order. Again, competent evidence supporting the application
4 to file documents under seal must be provided by declaration.

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

12 4. DEFINITIONS

13 4.1 Action: this pending federal lawsuit, styled *SGII, Inc. v. Soda*
14 *Chanda Suon*, Case No. 8:21-cv-01168-DOC-JDE, which was filed with the
15 court on July 6, 2021.

16 4.2 Challenging Party: a Party or Non-Party that challenges the
17 designation of information or items under this Order.

18 4.3 “CONFIDENTIAL” Information or Items: information
19 (regardless of how it is generated, stored or maintained) or tangible things that
20 qualify for protection under Federal Rule of Civil Procedure 26(c), and as
21 specified in the Good Cause Statement. Any Party or other person providing
22 discovery in this action may designate documents as “CONFIDENTIAL”
23 upon making a good faith determination that the documents contain
24 information protected from disclosure by statute or that should be protected
25 from disclosure as confidential business or personal information, medical or
26 psychiatric information, trade secrets, personnel records, or such other
27 sensitive commercial information that is not publicly available. 4.4 “HIGHLY
28

1 CONFIDENTIAL -- ATTORNEYS' EYES ONLY" Information or Items:
2 information or tangible things that qualify for protection under Federal Rule of
3 Civil Procedure 26(c), and as specified in the Good Cause Statement that are
4 extremely sensitive, the disclosure of which to another Party or Non-Party
5 would create a substantial risk of serious harm to an individual or to the
6 business or competitive position of the Designating Party.

7 4.5 Counsel: Outside Counsel of Record and House Counsel (as well
8 as their support staff).

9 4.6 Designating Party: a Party or Non-Party that designates
10 information or items that it produces in disclosures or in responses to discovery
11 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -- ATTORNEYS'
12 EYES ONLY."

13 4.7 Disclosure or Discovery Material: all items or information,
14 regardless of the medium or manner in which it is generated, stored, or
15 maintained (including, among other things, testimony, transcripts, and tangible
16 things), that are produced or generated in disclosures or responses to discovery.
17

18 4.8 Expert: a person with specialized knowledge or experience in a
19 matter pertinent to the litigation who has been retained by a Party or its
20 counsel to serve as an expert witness or as a consultant in this Action.

21 4.9 House Counsel: attorneys who are employees of a party to this
22 Action. House Counsel does not include Outside Counsel of Record or any
23 other outside counsel.

24 4.10 Non-Party: any natural person, partnership, corporation,
25 association or other legal entity not named as a Party to this action.

26 4.11 Outside Counsel of Record: attorneys who are not employees of a
27 party to this Action but are retained to represent a party to this Action and
28 have appeared in this Action on behalf of that party or are affiliated with a law

1 firm that has appeared on behalf of that party, and includes support staff.

2 4.12 Party: any party to this Action, including all of its officers,
3 directors, employees, consultants, retained experts, and Outside Counsel of
4 Record (and their support staffs).

5 4.13 Producing Party: a Party or Non-Party that produces Disclosure or
6 Discovery Material in this Action.

7 4.14 Professional Vendors: persons or entities that provide litigation
8 support services (e.g., photocopying, videotaping, translating, preparing
9 exhibits or demonstrations, and organizing, storing, or retrieving data in any
10 form or medium) and their employees and subcontractors.

11 4.15 Protected Material: any Disclosure or Discovery Material that is
12 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --
13 ATTORNEYS’ EYES ONLY.”

14 4.16 Receiving Party: a Party that receives Disclosure or Discovery
15 Material from a Producing Party.

16 5. SCOPE

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

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

25 6. DURATION

26 Once a case proceeds to trial, information that was designated as
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’
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1 EYES ONLY” or was maintained pursuant to this protective order used or
2 introduced as an exhibit at trial becomes public and will be presumptively
3 available to all members of the public, including the press, unless compelling
4 reasons supported by specific factual findings to proceed otherwise are made to
5 the trial judge in advance of the trial. See Kamakana, 447 F.3d at 1180-81
6 (distinguishing “good cause” showing for sealing documents produced in
7 discovery from “compelling reasons” standard when merits-related documents
8 are part of court record). Accordingly, the terms of this protective order do not
9 extend beyond the commencement of the trial.

10 7. DESIGNATING PROTECTED MATERIAL

11 7.1 Exercise of Restraint and Care in Designating Material for
12 Protection. Each Party or Non-Party that designates information
13 or items for protection under this Order must take care to limit any such
14 designation to specific material that qualifies under the appropriate standards.
15 The Designating Party must designate for protection only those parts of
16 material, documents, items or oral or written communications that qualify so
17 that other portions of the material, documents, items or communications for
18 which protection is not warranted are not swept unjustifiably within the ambit
19 of this Order.
20

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

26 If it comes to a Designating Party’s attention that information or items
27 that it designated for protection do not qualify for protection, that Designating
28 Party must promptly notify all other Parties that it is withdrawing the

1 inapplicable designation.

2 7.2 Manner and Timing of Designations. Except as otherwise
3 provided in this Order, or as otherwise stipulated or ordered, Disclosure of
4 Discovery Material that qualifies for protection under this Order must be
5 clearly so designated before the material is disclosed or produced.

6 Designation in conformity with this Order requires:

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

16 A Party or Non-Party that makes original documents available for
17 inspection need not designate them for protection until after the inspecting
18 Party has indicated which documents it would like copied and produced.
19 During the inspection and before the designation, all of the material made
20 available for inspection shall be deemed “CONFIDENTIAL” or “HIGHLY
21 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.” After the inspecting
22 Party has identified the documents it wants copied and produced, the
23 Producing Party must determine which documents, or portions thereof, qualify
24 for protection under this Order. Then, before producing the specified
25 documents, the Producing Party must affix the “CONFIDENTIAL legend” or
26 “AEO legend” to each page that contains Protected Material. If only a portion
27 of the material on a page qualifies for protection, the Producing Party also
28

1 must clearly identify the protected portion(s) (e.g., by making appropriate
2 markings in the margins).

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

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

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

19
20 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 8.1. Timing of Challenges. Any Party or Non-Party may challenge a
22 designation of confidentiality at any time that is consistent with the Court’s
23 Scheduling Order.

24 8.2 Meet and Confer. The Challenging Party shall initiate the dispute
25 resolution process under Local Rule 37-1 et seq.

26 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
27 joint stipulation pursuant to Local Rule 37-2.

28 8.4 The burden of persuasion in any such challenge proceeding shall be

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

8 9. ACCESS TO AND USE OF PROTECTED MATERIAL

9 9.1 Basic Principles. A Receiving Party may use Protected Material that
10 is disclosed or produced by another Party or by a Non-Party in connection
11 with this Action only for prosecuting, defending or attempting to settle this
12 Action. Such Protected Material may be disclosed only to the categories of
13 persons and under the conditions described in this Order. When the Action has
14 been terminated, a Receiving Party must comply with the provisions of section
15 15 below (FINAL DISPOSITION).
16

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

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

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

27 (b) the officers, directors, and employees (including House
28 Counsel) of the Receiving Party to whom disclosure is reasonably necessary

1 for this Action;

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

5 (d) the court and its personnel;

6 (e) court reporters and their staff to whom disclosure is reasonably
7 necessary for this Action and who have signed the Acknowledgment and
8 Agreement to Be Bound by this Order (Exhibit A);

9 (f) professional jury or trial consultants, mock jurors, and
10 Professional Vendors to whom disclosure is reasonably necessary for this
11 Action and who have signed an Acknowledgment and Agreement to Be
12 Bound by this Order (Exhibit A);

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

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

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

1 discussions; and

2 (j) any other person or entity that Designating Party agrees to in
3 writing.

4 9.3. Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’
5 EYES ONLY” Information or Items. Unless otherwise ordered by the court or
6 permitted in writing by the Designating Party, a Receiving Party may disclose
7 any information or item designated “HIGHLY CONFIDENTIAL --
8 ATTORNEYS’ EYES ONLY” only to:

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

12 (b) SeneGence’s House Counsel;

13 (c) where the Receiving Party is SGII, Inc. d/b/a SeneGence
14 International (“SeneGence”), any employees of SeneGence to whom
15 disclosure is reasonably necessary for SeneGence’s Outside Counsel and
16 House Counsel to understand the information contained in the Protected
17 Material (including, for example, to assist counsel in understanding whether
18 the Protected Material contains, incorporates, or is derived from trade secrets
19 or confidential information of SeneGence);

20 (d) Experts (as defined in this Order) of the Receiving Party to
21 whom disclosure is reasonably necessary for prosecution or defense of this
22 Action and who have signed an Acknowledgment and Agreement to Be
23 Bound by this Order (Exhibit A);

24 (e) the Court and its personnel;

25 (f) private court reporters and their staff to whom disclosure is
26 reasonably necessary for this Action and who have signed an
27 Acknowledgment and Agreement to Be Bound by this Order; (Exhibit A)
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1 (g) professional jury or trial consultants, mock jurors, and
2 Professional Vendors to whom disclosure is reasonably necessary for this
3 Action and who have signed an Acknowledgment and Agreement to Be
4 Bound by this Order (Exhibit A);

5 (h) any mediator or settlement officer, and their supporting
6 personnel, mutually agreed upon by any of the parties engaged in settlement
7 discussions; and

8 (i) any other person or entity that Designating Party agrees to in
9 writing.

10 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED
11 PRODUCED IN OTHER LITIGATION

12 If a Party is served with a subpoena or a court order issued in other
13 litigation that compels disclosure of any information or items designated in this
14 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --
15 ATTORNEYS’ EYES ONLY,” that Party must:

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

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

22 (c) cooperate with respect to all reasonable procedures sought to be
23 pursued by the Designating Party whose Protected Material may be affected. If
24 the Designating Party timely seeks a protective order, the Party served with the
25 subpoena or court order shall not produce any information designated in this
26 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --
27 ATTORNEYS’ EYES ONLY” before a determination by the court from
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1 which the subpoena or order issued, unless the Party has obtained the
2 Designating Party's permission. The Designating Party shall bear the burden
3 and expense of seeking protection in that court of its confidential material and
4 nothing in these provisions should be construed as authorizing or encouraging
5 a Receiving Party in this Action to disobey a lawful directive from another
6 court.

7 11. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO
8 BE PRODUCED IN THIS LITIGATION

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

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

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

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

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

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

10 12. UNAUTHORIZED DISCLOSURE OF PROTECTED
11 MATERIAL

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

21 13. INADVERTENT PRODUCTION OF PRIVILEGED OR
22 OTHERWISE PROTECTED MATERIAL
23

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

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

7 14. MISCELLANEOUS

8 14.1 Right to Further Relief. Nothing in this Order abridges the right of
9 any 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
12 to disclosing or producing any information or item on any ground not
13 addressed in this Stipulated Protective Order. Similarly, no Party waives any
14 right to object on any ground to use in evidence of any of the material covered
15 by this Protective Order.

16 14.3 Filing Protected Material. A Party that seeks to file under seal any
17 Protected Material must comply with Local Civil Rule 79-5. Protected
18 Material may only be filed under seal pursuant to a court order authorizing the
19 sealing of the specific Protected Material. If a Party's request to file Protected
20 Material under seal is denied by the court, then the Receiving Party may file
21 the 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,
24 within 60 days of a written request by the Designating Party, each Receiving
25 Party must return all Protected Material to the Producing Party or destroy such
26 material. As used in this subdivision, "all Protected Material" includes all
27 copies, abstracts, compilations, summaries, and any other format reproducing
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1 or capturing any of the Protected Material. Whether the Protected Material is
2 returned or destroyed, the Receiving Party must submit a written certification
3 to the Producing Party (and, if not the same person or entity, to the
4 Designating Party) by the 60-day deadline that (1) identifies (by category,
5 where appropriate) all the Protected Material that was returned or destroyed
6 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
7 compilations, summaries or any other format reproducing or capturing any of
8 the Protected Material. Notwithstanding this provision, Counsel are entitled to
9 retain an archival copy of all pleadings, motion papers, trial, deposition, and
10 hearing transcripts, legal memoranda, correspondence, deposition and trial
11 exhibits, expert reports, attorney work product, and consultant and expert
12 work product, even if such materials contain Protected Material. Any such
13 archival copies that contain or constitute Protected Material remain subject to
14 this Protective Order as set forth in Section 6 (DURATION).

15
16 16. VIOLATION

17 Any violation of this Order may be punished by appropriate measures
18 including, without limitation, contempt proceedings and/or monetary
19 sanctions.

20
21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

22
23 DATED: July 16, 2021

24
25 
26 _____
27 JOHN D. EARLY
28 United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of
5 perjury that I have read in its entirety and understand the Stipulated Protective
6 Order that was issued by the United States District Court for the Central
7 District of California on _____ [date] in the case of *SGII, Inc. v. Soda*
8 *Chanda Suon*, C.D. Cal. Case No. 8:21-cv-01168-DOC-JDE. I agree to comply
9 with and to be bound by all the terms of this Stipulated Protective Order and I
10 understand and acknowledge that failure to so comply could expose me to
11 sanctions and punishment in the nature of contempt. I solemnly promise that I
12 will not disclose in any manner any information or item that is subject to this
13 Stipulated Protective Order to any person or entity except in strict compliance
14 with the provisions of this Order. I further agree to submit to the jurisdiction of
15 the United States District Court for the Central District of California for the
16 purpose of enforcing the terms of this Stipulated Protective Order, even if such
17 enforcement proceedings occur after termination of this action. I hereby
18 appoint _____ [print or type full name] of
19 _____ [print or type
20 full address and telephone number] as my California agent for service of
21 process in connection with this Action or any proceedings related to
22 enforcement of this Stipulated Protective Order.
23

24
25 Date: _____

26 City and State where sworn and signed: _____

27
28 Printed name: _____ Signature: _____