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IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

THE PERFECT PART, INC., a
California Corporation,

Plaintiff,

v.

4PAWS PET SUPPLIES, INC., a
California corporation; SUNIL
NAIDU, an individual; and DOES 1
through 10, inclusive,

Defendant.

) Case No. 8:23-cv-00103-MRA-DFM
) **STIPULATED PROTECTIVE**
) **ORDER**
) Hon. Monica Ramirez Almadani

1 Plaintiff, THE PERFECT PART, INC., a California Corporation, and
2 Defendants 4PAWS PET SUPPLIES, INC., a California corporation, and SUNIL
3 NAIDU, an individual, (collectively “Parties”) by and through their counsel of
4 record hereby agree and stipulate as follows:

5 The Parties, recognizing that each may have materials containing trade
6 secret or other confidential research, technical, cost, price, sales, marketing, or
7 other commercial information, as is contemplated by Federal Rule of Civil
8 Procedure 26(c), have agreed to the terms of the Stipulated Protective Order as
9 set forth below. The purpose of this Order is to protect the confidentiality of such
10 materials as much as practical during the litigation.

11 The Parties acknowledge that this Order does not confer blanket
12 protections on all disclosures or responses to discovery and that the protection it
13 affords from public disclosure and use extends only to the limited information or
14 items that are entitled to confidential treatment under the applicable legal
15 principles.

16 The Parties also affirm that they have not withheld from production any
17 documents or refused to produce documents that are not protected by this
18 Stipulated Protective Order in response to initial disclosures or prior written
19 discovery.

20 **I. GOOD CAUSE STATEMENT**

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

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

16 **II. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING UNDER**
17 **SEAL**

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 must
21 be followed and the standards that will be applied when a party seeks permission
22 from the court to file material under seal.

23 In accordance with Local Rule 79-5, if any papers to be filed with the Court
24 contain information and/or documents that have been designated as confidential,
25 the proposed filing shall be accompanied by an application to file papers or the
26 portion thereof containing the designated information or documents (if such
27 portion is segregable) under seal. The parties further acknowledge that Local Rule
28 79-5.2.2(b) sets forth the procedures to be followed when filing papers containing

1 confidential information or documents designated by another party including
2 notice to the designating party at least 3 days before filing.

3 **III. PURPOSE AND LIMITATIONS**

4 Disclosure and discovery activity in this Action are likely to involve
5 production of confidential, proprietary, or private information for which special
6 protection from public disclosure and from use for any purpose other than
7 prosecuting this litigation may be warranted. Accordingly, the parties hereby
8 stipulate to and petition the court to enter the following Stipulated Protective
9 Order. The parties acknowledge that this Order does not confer blanket
10 protections on all disclosures or responses to discovery and that the protection it
11 affords from public disclosure and use extends only to the limited information or
12 items that are entitled to confidential treatment under the applicable legal
13 principles. The parties further acknowledge, as set forth in Section 14.3 below,
14 that this Protective Order does not authorize filing protected materials under seal.

15 **IV. DEFINITIONS**

16 4.1. **Action:** this pending federal law suit.

17 4.2. **Challenging Party:** a Party that challenges the designation of
18 information or items under this Order.

19 4.2. **“CONFIDENTIAL” Information or Items:** information
20 (regardless of how it is generated, stored or maintained) or tangible things that a
21 Designating Party believes in good faith constitutes or embodies information or
22 materials used by the Designating Party in or pertaining to its business, which
23 information or materials are not generally known and which the Designating Party
24 would not normally reveal to third parties or would require third parties to
25 maintain in confidence, and any other information that would qualify for
26 protection under Federal Rule of Civil Procedure 26(c).

27 4.3. **Designating Party:** a Party or Non-Party that designates
28 information or items that it produces in disclosures or in responses to discovery

1 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY.”

3 4.4. **Disclosure or Discovery Material:** all items or information,
4 regardless of the medium or manner in which it is generated, stored, or maintained
5 (including, among other things, testimony, transcripts, and tangible things), that
6 are produced or generated in disclosures or responses to discovery in this matter.

7 4.5. **Expert:** a person with specialized knowledge or experience in a
8 matter pertinent to the litigation who (1) has been retained by a Party or its counsel
9 to serve as an expert witness or as a consultant in this Action, (2) is not a past or
10 current employee of a Party or of a Party’s competitor, and (3) at the time of
11 retention, is not anticipated to become an employee of a Party or of a Party’s
12 competitor.

13 4.6. **“HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”**
14 **Information or Items:** Material or information, whether tangible or intangible,
15 that is extremely sensitive and disclosure of which to another Party or Non-Party
16 would create a substantial risk of serious harm that could not be avoided by less
17 restrictive means, including, but not limited to: (1) technical information such as
18 product design, formulation, composition, or structure; (2) information within the
19 definition of trade secret provided by state or federal law; (3) formulae,
20 algorithms, or source code; (4) research, development or clinical information,
21 including, without limitation, information related to methods, processes, and
22 techniques; (5) customer, collaborator, or vendor lists; (6) sales, cost, pricing,
23 licensing fees and royalties, or other financial information or records; (7) plans
24 for strategic initiatives, marketing plans, research or business plans or strategies;
25 (8) any other information that contains the Designating Party’s trade secrets,
26 know-how, unpatented inventions, or other confidential research, development,
27 clinical or commercial, personal, health, and/or financial information of a highly
28 sensitive nature; or (9) any other information that may cause significant harm to,

1 and/or breach the privacy of, the Designating Party or its obligations to third
2 parties if disclosed to persons other than those described in Section 9 (ACCESS
3 TO AND USE OF PROTECTED MATERIAL) below.

4 4.7. **Non-Party:** any natural person, partnership, corporation,
5 association, or other legal entity not named as a Party to this Action.

6 4.8. **Outside Counsel of Record:** attorneys who are not employees of a
7 party to this Action but are retained to represent or advise a party to this Action
8 and have appeared in this Action on behalf of that party or are affiliated (e.g.,
9 partner, associate, of counsel, etc.) with a law firm that has appeared in this Action
10 on behalf of that party. Outside Counsel of Record includes support staff within
11 the law firm to which such appearing attorneys are affiliated.

12 4.9. **Party:** any party to this Action, including all of its officers, directors,
13 employees, consultants, retained experts, and Outside Counsel of Record (and
14 their support staff).

15 4.10. **Producing Party:** a Party or Non-Party that produces Disclosure or
16 Discovery Material in this Action.

17 4.11. **Professional Vendors:** persons or entities that provide litigation
18 support services (e.g., photocopying, videotaping, translating, preparing exhibits
19 or demonstrations, and organizing, storing, or retrieving data in any form or
20 medium) and their employees and subcontractors.

21 4.12. **Protected Material:** any Disclosure or Discovery Material that is
22 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
23 ATTORNEYS’ EYES ONLY.”

24 4.13. **Receiving Party:** a Party that receives Disclosure or Discovery
25 Material from a Producing Party.

26 4.14. **Requesting Party:** the Party that served the discovery request
27 seeking the information or documents at issue.

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V. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Stipulation and Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

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VI. DURATION

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

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VII. DESIGNATING PROTECTED MATERIAL

7.1. **Exercise of Restraint and Care in Designating Material for**

1 **Protection.** Each Party or Non-Party that designates information or items for
2 protection under this Order shall take care to limit any such designation to specific
3 material that qualifies under the appropriate standards. To the extent it is practical
4 to do so, the Designating Party shall designate for protection only those parts of
5 material, documents, items, or oral or written communications that qualify for
6 protection under this Order— so that other portions of the material, documents,
7 items, or communications for which protection is not warranted are not swept
8 unjustifiably within the ambit of this Order.

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

14 **7.2. Manner and Timing of Designations.** Except as otherwise
15 provided in this Order (see, e.g., second paragraph of section 7.2(a) below), or as
16 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies
17 for protection under this Order must be clearly so designated before the material
18 is disclosed or produced.

19 Designation in conformity with this Order requires:

20 (a) **for information in documentary form** (e.g., paper or electronic
21 documents, but excluding transcripts of depositions or other pretrial or trial
22 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
23 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (or “HIGHLY
24 CONFIDENTIAL – AEO” as space permits) to each page that contains protected
25 material. If only a portion or portions of the material on a page qualifies for
26 protection, the Producing Party also must clearly identify the protected portion(s)
27 (e.g., by making appropriate markings in the margins).

28 A Party or Non-Party that makes original documents or materials available

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

15 (b) **for testimony given in deposition**, that the Designating Party identify
16 all protected testimony and specify the level of protection being asserted either
17 on the record or within five (5) business days of receiving the official transcript.
18 Unless the Designating Party agrees otherwise, the entirety of such testimony
19 shall be automatically treated as “HIGHLY CONFIDENTIAL – ATTORNEYS’
20 EYES ONLY” for a period of five (5) business days from receipt of an
21 official transcript of such testimony. If no protection is sought by a Party within
22 the five (5) business day period period, the testimony will not be designated as or
23 considered either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
24 ATTORNEYS’ EYES ONLY”.

25 The use of a document as an exhibit at a deposition shall not in any way
26 affect the document’s designation as “CONFIDENTIAL” or “HIGHLY
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

28 Transcripts containing Protected Material shall have an obvious legend on

1 the title page that the transcript contains Protected Material, and the title page
2 shall be followed by a list of all pages (including line numbers as appropriate)
3 that have been designated as Protected Material and the level of protection being
4 asserted by the Designating Party. The Designating Party shall inform the court
5 reporter of these requirements.

6 (c) **for information produced in some form other than documentary**
7 **and for any other tangible items**, that the Producing Party affix in a prominent
8 place on the exterior of the container or containers in which the information or
9 item is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
10 ATTORNEYS’ EYES ONLY” (“HIGHLY CONFIDENTIAL–AEO” as space
11 permits). If that matter is stored or recorded electronically (including databases,
12 images, or programs stored on computers, discs, networks or backup tapes) and a
13 legend cannot be affixed on it, the Designating Party may designate such material
14 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES
15 ONLY” by cover letter identifying the Protected Material. Parties other than the
16 Producing Party shall also have the right to designate such materials for
17 confidential treatment in accordance with this Order by written notice. If only a
18 portion or portions of the information or item warrant protection, the Producing
19 Party, to the extent practicable, shall identify the protected portion(s).

20 7.3. **Inadvertent Failures to Designate.** An inadvertent failure to
21 designate as Protected Material qualified information or items does not, standing
22 alone, waive the Designating Party’s right to secure protection under this Order
23 for such material. Upon discovery of such inadvertent failure the Designating
24 Party must promptly correct the designation and provide notice to the Receiving
25 Party, who must make reasonable efforts to assure that the material is treated as
26 Protected Material.

27 The Producing Party may subsequently designate Discovery Material as
28 Protected Material in the following manner: (a) the Producing Party must give

1 prompt, written notice to Outside Counsel of Record for the Party to whom such
2 documents, testimony, or other information have been disclosed informing them
3 that the information produced is designated Protected Material; (b) Outside
4 Counsel of Record receiving notice of newly designated documents, testimony or
5 other information, shall take reasonable steps to comply with such new
6 designation, including reasonable steps to retrieve any documents distributed
7 inconsistent with such new designation, but shall not be responsible for any
8 disclosure to non-parties occurring before receipt of notice; and (c) at its own
9 expense, the Designating Party will provide the Party receiving the notice with
10 another copy of the documents, deposition testimony, or other information that
11 bears the appropriate designation.

12 **VIII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

13 a. Objections to Designation. If, after a party receives information
14 designated as "Confidential," it appears to the receiving party that such
15 information is not entitled to the protections afforded under this Protective Order,
16 such receiving party shall first notify counsel of record for the designating party
17 in writing within seven (7) business days of receiving any such designations.
18 When notice of such objection is received, counsel shall promptly meet and
19 confer in good faith in attempt to resolve the matter.

20 If counsel are unable to reach an agreement through the meet and confer
21 process, the party challenging the designation may proceed with moving papers
22 and the procedures set forth in Local Rule 37-2. Any motion brought pursuant to
23 this provision must be accompanied by a declaration that complies with Local
24 Rule 37-1.

25 b. A party may seek to eliminate and/or change a confidentiality
26 designation at any time. No party to this action shall be obligated to challenge
27 the propriety of any designation by any other party, and a failure to do so shall
28 not constitute a waiver or in any way preclude a subsequent challenge in this or

1 any other action of the propriety of such designations. Any information that has
2 been produced and designated as "Confidential," but is subject to a dispute as to
3 the information's proper designation, shall be treated as "Confidential" pending
4 the resolution of the dispute.

5 **IX. ACCESS TO AND USE OF PROTECTED MATERIAL**

6 9.1. **Basic Principles.** A Receiving Party may use Protected Material that
7 is disclosed or produced by another Party or by a Non-Party in connection with
8 this case only for prosecuting, defending, or attempting to settle this litigation.
9 Such Protected Material may be disclosed only to the categories of persons and
10 under the conditions described in this Order. When the litigation has been
11 terminated, a Receiving Party must comply with the provisions of section 16
12 below (FINAL DISPOSITION).

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

16 Furthermore, nothing in this Order is intended nor shall be construed as
17 interfering with or affecting the right of counsel to communicate with their clients
18 pertaining to information that is contained in "Confidential" documents.

19 9.2. **Disclosure of "CONFIDENTIAL" Information or Items.** Unless
20 otherwise ordered by the court or permitted in writing by the Designating Party,
21 a Receiving Party may disclose any information or item designated
22 "CONFIDENTIAL" only to:

23 (a) the Receiving Party's Outside Counsel of Record;

24 (b) the officers, directors, and employees of the Receiving Party to whom
25 disclosure is reasonably necessary for this litigation and who have signed the
26 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

27 (c) Experts (as defined in this Order) of the Receiving Party, and their
28 support staff, if any, to whom disclosure is reasonably necessary for this litigation

1 and who have signed the “Acknowledgment and Agreement to Be Bound”
2 (Exhibit A);

3 (d) the court and its personnel;

4 (e) court reporters and their staff and Professional Vendors to whom
5 disclosure is reasonably necessary for this litigation;

6 (f) professional jury or trial consultants and mock jurors who have signed
7 the “Acknowledgement and Agreement to Be Bound” (Exhibit A);

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

10 (h) neutral evaluators, mediators or arbitrators assigned to the case by the
11 Court or retained for the case by the mutual agreement of the Parties; and

12 (i) at a deposition or hearing, the attorney for a witness who is shown the
13 information or item.

14 **9.3. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’**
15 **EYES ONLY” Information or Items.** Unless otherwise ordered by the court or
16 permitted in writing by the Designating Party, a Receiving Party may disclose
17 any information or item designated “HIGHLY CONFIDENTIAL –
18 ATTORNEYS’ EYES ONLY” only to:

19 (a) those persons listed in Section 9.2(a), (d)-(i) to whom disclosure is
20 reasonably necessary for this litigation and

21 (b) Experts as set forth in Section 9.2(c) above as long as the Expert is not
22 a past or current officer, director, owner, member, partner, contractor or employee
23 of a Party or of a competitor of a Party, nor anticipated at the time of retention to
24 become an officer, director, owner, member, partner, contractor, or employee of
25 a Party or a competitor of a Party and the Expert signs the “Acknowledgment and
26 Agreement to Be Bound” (Exhibit A).

1 **X. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED IN OTHER LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this Action as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY” that Party must:

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

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

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

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

24 **XI. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
25 **PRODUCED IN THIS LITIGATION**

26 The terms of this Order are applicable to information produced by a Non-
27 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
28 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Such information produced

1 by Non-Parties in connection with this litigation is protected by the remedies and
2 relief provided by this Order. Nothing in these provisions should be construed as
3 prohibiting a Non-Party from seeking additional protections.

4 In the event that a Producing Party is required, by a valid discovery request,
5 to produce a Non-Party's confidential information in its possession, and the
6 Producing Party is subject to an agreement with the Non-Party not to produce the
7 Non-Party's confidential information, then the Producing Party shall:

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

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

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

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

24 **XII. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

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

6 **XIII. INADVERTENT PRODUCTION OF PRIVILEGED OR**
7 **OTHERWISE PROTECTED MATERIAL**

8 When a Producing Party gives notice to the Receiving Party that certain
9 inadvertently produced material is subject to a claim of privilege or other
10 protection, the obligations of the Receiving Parties are those set forth in Federal
11 Rule of Civil Procedure 26(b)(5)(B) and the California Rules of Professional
12 Conduct.

13 A Producing Party must promptly notify the Receiving Party, in writing,
14 that it has inadvertently disclosed Protected Information. Within five (5) business
15 days of such notification, the Receiving Party shall return such information or
16 documents or confirm in writing that it has taken reasonable steps to permanently
17 delete all electronic copies of such documents from electronic records and to
18 destroy all paper copies. If the Receiving Party has disclosed the information to
19 others before being notified of the claim of privilege or protection, the Receiving
20 Party must take reasonable steps to retrieve and return or destroy the disclosed
21 information. No use shall be made of such documents or information during
22 deposition or at trial, nor shall such documents or information be shown to anyone
23 after the request that they be returned. The Receiving Party may move the court
24 for an order compelling production of such information (based on information
25 independent of the content of the allegedly privileged materials in question), but
26 the motion shall not assert as a ground for production the fact or circumstances of
27 the inadvertent production. If a claim is disputed, the Receiving Party shall not
28 use or disclose a document or information for which a claim of privilege or

1 immunity is made pursuant to this paragraph for any purpose until the matter is
2 resolved by agreement of the parties or by a decision of this Court. If a Party
3 becomes aware that it has received documents that are clearly privileged, the
4 Party receiving the privileged documents will promptly notify the Producing
5 Party of receipt of the documents and return or destroy all copies of the privileged
6 documents, if the Producing Party so requests within 10 days after being advised
7 of the inadvertent production. If the Producing Party does not request return or
8 destruction of the identified privileged documents within this 10 day time period,
9 the Producing Party will be deemed to have waived the privilege, but only with
10 respect to the specific documents identified.

11 **XIV. MISCELLANEOUS**

12 14.1. **Right to Further Relief.** Nothing in this Order abridges the right of
13 any person to seek its modification by the court in the future.

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

20 14.3. **Filing Protected Material.** Without written permission from the
21 Designating Party or a court order secured after appropriate notice to all interested
22 persons, a Party may not file in the public record in this Action any Protected
23 Material. No document may be filed with the Court under seal without prior
24 approval by the Court with respect to each such filing after following the Court's
25 guides, rules and orders regarding filing documents under seal, including filing
26 an Application for Leave to File Under Seal as set forth in Local Rule 79-5. In
27 accordance with Local Rule 79-5, if any papers to be filed with the Court contain
28 information and/or documents that have been designated as confidential, the

1 proposed filing shall be accompanied by an application to file papers or the
2 portion thereof containing the designated information or documents (if such
3 portion is segregable) under seal. The parties further acknowledge that Local Rule
4 79-5.2.2(b) sets forth the procedures to be followed when filing papers containing
5 confidential information or documents designated by another party including
6 notice to the designating party at least 3 days before filing.

7 The burden of demonstrating the need for and appropriateness of a sealing
8 order is borne by the moving party, and requires the moving party to analyze in
9 detail, document by document, the propriety of secrecy, providing reasons and
10 legal citations. Regardless of whether the parties agree, it remains the Court's
11 independent obligation to determine whether a seal is appropriate for any given
12 document or portion thereof. Any proposed sealing, even when compelling
13 reasons exist, must be narrowly tailored to serve the compelling reasons.

14 **XV. ADMISSIONS AND WAIVERS.**

15 Neither the entry of this Order, nor the designation of any information or
16 documents as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
17 ATTORNEYS' EYES ONLY," or failure to make such a designation, shall
18 constitute evidence or any admission with respect to any issue in the case, and
19 shall not constitute a waiver of any objections to the disclosure of such
20 information. Nothing in this Order shall be construed as waiving any objections
21 of either Party as to the admissibility of a particular document into evidence.

22 **XVI. FINAL DISPOSITION**

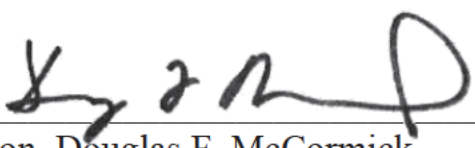
23 Within 60 days after the final disposition of this Action, as defined in
24 Section 6 each Receiving Party must return all Protected Material to the
25 Producing Party or destroy such material. As used in this subdivision, "all
26 Protected Material" includes all copies, abstracts, compilations, summaries,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

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

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IT IS SO ORDERED

DATED: September 3, 2024



Hon. Douglas F. McCormick
United States Magistrate Judge

1 **SO STIPULATED BY:**

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Dated: August 30, 2024

By: /s/ Mandana Jafarinejad

Mandana Jafarinejad

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Law Offices of Mandana Jafarinejad, P.C.

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1 Park Plaza, Suite 600

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Irvine, CA 92614

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Phone: (949) 833-7125

8

Counsel for Plaintiff

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Dated: August 30, 2024

By: /s/Ranjan A. Lahiri

10

Ranjan A. Lahiri

11

WOOD, SMITH, HENNING & BERMAN LLP

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6A Liberty Street, Suite 200

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Aliso Viejo, California 92656

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Phone: 949-757-4500

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Counsel for Defendants

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EXHIBIT A

AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

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I, _____ [print or type full name], of
_____ [print or type full address] acknowledge and
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 *The Perfect Part, Inc.*
v. 4Paws Pet Supplies, Inc., et al., No. 8:23-cv-00103-MRA-DFM. Having read
and understood the terms of the Stipulated Protective Order, I agree to comply
with and to be bound by all the terms of the 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 Stipulated Protective 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.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____