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7
8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA

10
11 VERRAGIO, LTD.,

12 Plaintiff,

13 v.

14 MALAKAN DIAMOND CO.,

15 Defendant.

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17 _____
18 MALAKAN DIAMOND CO.,

19 Counterclaimant/Crossclaimant,

20 v.

21 VERRAGIO, LTD.; AE JEWELERS, INC.; AE
22 JEWELERS OF APPLETON, LLC; HAROLD
23 JAFFE JEWELRY, INC.; JENSEN JEWELERS
OF IDAHO, LLC; and DOES 1 to 10, inclusive,

24 Counterclaim and Crossclaim
25 Defendants.

) Case No. 1:16-cv-01647-DAD-SKO

)
) **STIPULATED**
) **PROTECTIVE ORDER**

1 The above-captioned Plaintiff and Defendant (collectively, the “Parties”) hereby stipulate to the
2 entry of a protective order in the above-captioned action as follows:

3 **1. PURPOSES AND LIMITATIONS AND GOOD CAUSE STATEMENT**

4 A. Purposes and Limitations

5 This action involves discovery which may require the production of confidential, proprietary, or
6 private information for which special protection from public disclosure and from use for any purpose
7 other than in this litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition
8 the Court to enter the following stipulated protective order (the “Protective Order”). The Parties
9 acknowledge that this Protective Order does not confer blanket protections on all disclosures or
10 responses to discovery and that the protection it affords from public disclosure and use extends only to
11 the limited information or items that are entitled to confidential treatment under the applicable legal
12 principles. The Parties further acknowledge, as set forth in Section 12.3 below, that this Protective Order
13 does not entitle them to file confidential information under seal. Local Rule 141 sets forth the
14 procedures that must be followed and the standards that will be applied when a party seeks permission
15 from the court to file material under seal.

16 B. Good Cause Statement

17 This action involves confidential information including but not limited to sensitive business and
18 financial information, such as revenues and profits, financial statements and commercial agreements.
19 This information is highly private and merits special protection from public disclosure or use for any
20 purpose other than in this action.

21 This confidential business and financial information includes information generally unavailable
22 to the public, or which may be privileged or otherwise protected from disclosure under state or federal
23 statutes, court rules, case decisions, or common law. For example, Plaintiff may seek as part of their
24 damages either the disgorgement of Defendant’s profits or Plaintiff’s own lost profits. As a result, the
25 parties anticipate producing financial information that is not otherwise publicly available, including
26 sales and profit margins. Further, to show their lost profits, Plaintiffs may produce information
27 concerning their past and current market share. Because the public disclosure of this information may
28 harm the parties’ business interests and competitive standing, good cause exists to maintain as

1 confidential information falling within these categories. *See, e.g., Hodges v. Apple Inc.*, Case No. 13-cv-
2 01128, 2013 WL 6070408, at *2 (N.D. Cal. Nov. 18, 2013) (a spreadsheet containing financial
3 information warranted protection under seal); *see also SMD Software, Inc. v. EMove, Inc.*, Case No.
4 5:08-CV-403-FL, 2013 WL 1091054, at *3 (E.D.N.C. Mar. 15, 2013) (documents containing
5 information such as relative market share constituted confidential information warranting protection
6 under seal).

7 Accordingly, to expedite the flow of information, facilitate the prompt resolution of disputes
8 over confidentiality of discovery materials, adequately protect information the Parties are entitled to
9 keep confidential, ensure that the Parties are permitted reasonable necessary uses of such material in
10 preparation for and in the conduct of any proceedings in this matter, address their handling at the end of
11 the litigation, and serve the ends of justice, a protective order for such information is justified in this
12 matter. The Parties agree that information will not be designated as confidential for tactical reasons and
13 that nothing will be so designated without a good faith belief that it has been maintained in a
14 confidential, non-public manner, and that there is good cause why it should not be part of the public
15 record.

16 **2. DEFINITIONS**

17 2.1 Action. *Verragio, Ltd. v. Malakan Diamond Co.*, United States District Court, Eastern
18 District of California, Case No. 1:16-cv-01647-DAD-SKO.

19 2.2 Challenging Party. A Party or Non-Party that challenges the designation of information
20 or items under this Order.

21 2.3 “CONFIDENTIAL” Information or Items. Information (regardless of how it is generated,
22 stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure
23 26(c), that contain sensitive financial, personal or competitive commercial information, and as specified
24 above in the Good Cause Statement.

25 2.4 “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY” Information or Items.
26 Non-public highly sensitive Confidential Information or Items that constitute: (a) trade secrets, or (b)
27 commercially sensitive strategic information relating to pending or future business ventures, strategies,
28 investments or transactions, the disclosure of which would provide a party with information of current

1 commercial value or competitive advantage, creating a substantial risk of serious injury that could not be
2 avoided by less restrictive designation

3 2.5 Counsel. Outside Counsel of Record and House Counsel (as well as their support staff).

4 2.6 Designating Party. A Party or Non-Party that designates information or items that it
5 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

7 2.7 Disclosure or Discovery Material. All items or information, regardless of the medium or
8 manner in which it is generated, stored, or maintained (including, among other things, testimony,
9 transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery
10 in this matter.

11 2.8 Expert. A person with specialized knowledge or experience in a matter pertinent to the
12 Action who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in
13 this Action.

14 2.9 House Counsel. Attorneys who are employees of a party to this Action. House Counsel
15 does not include Outside Counsel of Record or any other outside counsel.

16 2.10 Non-Party. Any natural person, partnership, corporation, association, or other legal entity
17 not named as a Party to this action.

18 2.11 Outside Counsel of Record. Attorneys who are not employees of a party to this Action
19 but are retained to represent or advise a party to this Action and have appeared in this Action on behalf
20 of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes
21 support staff.

22 2.12 Party. Any party to this Action, including all of its officers, directors, employees,
23 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

24 2.13 Producing Party. A Party or Non-Party that produces Disclosure or Discovery Material in
25 this Action.

26 2.14 Professional Vendors. Persons or entities that provide litigation support services (e.g.,
27 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or
28 retrieving data in any form or medium) and their employees and subcontractors.

1 2.15 Protected Material. Any Disclosure or Discovery Material that is designated as
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY.”

3 2.16 Receiving Party. A Party that receives Disclosure or Discovery Material from a
4 Producing Party.

5 **3. SCOPE**

6 The protections conferred by this Protective Order cover not only Protected Material, but also (1)
7 any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or
8 compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or
9 their Counsel that might reveal Protected Material. Any use of Protected Material at trial shall be
10 governed by the orders of the trial judge. This Protective Order does not govern the use of Protected
11 Material at trial.

12 **4. DURATION**

13 Once a case proceeds to trial, all of the information that was designated as confidential or
14 maintained under this Protective Order becomes public and will be presumptively available to all
15 members of the public, including the press, unless compelling reasons supported by specific factual
16 findings to proceed otherwise are made to the trial judge in advance of the trial. *See Kamakana v. City*
17 *and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing
18 for sealing documents produced in discovery from “compelling reasons” standard when merits-related
19 documents are part of court record). Accordingly, the terms of this Protective Order do not extend
20 beyond the commencement of the trial.

21 Even after final disposition of this litigation, the confidentiality obligations imposed by this
22 Protective Order will remain in effect until a Designating Party agrees otherwise in writing or a court
23 order otherwise directs. Final disposition will be the later of (1) dismissal of all claims and defenses in
24 this Action, with or without prejudice; or (2) final judgment after the completion of all appeals,
25 rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or
26 applications for extension of time under applicable law.

1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-
3 Party that designates information or items for protection under this Protective Order must take care to
4 limit any such designation to specific material that qualifies under the appropriate standards. The
5 Designating Party must designate for protection only those parts of material, documents, items, or oral
6 or written communications that qualify so that other portions of the material, documents, items, or
7 communications for which protection is not warranted are not included unjustifiably within the ambit of
8 this Protective Order.

9 Mass, indiscriminate, or routinized designations are prohibited. Unjustified or improper
10 designations (e.g., to unnecessarily encumber the case development process or to impose unnecessary
11 expenses and burdens on other parties) may expose the Designating Party to sanctions. If a Designating
12 Party learns that information or items it designated for protection do not qualify for protection, that
13 Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable
14 designation.

15 5.2 Manner and Timing of Designations. Except as otherwise provided in this Protective
16 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
17 Disclosure or Discovery Material that qualifies for protection under this Protective Order must be clearly
18 so designated before the material is disclosed or produced. Designation in conformity with this
19 Protective Order requires:

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

26 A Party or Non-Party that makes original documents available for inspection need not designate
27 them for protection until after the inspecting Party has indicated which documents it would like copied
28 and produced. During the inspection and before the designation, all of the material made available for

1 inspection will be designated as “CONFIDENTIAL,” unless the inspection is attended by anyone who is
2 not litigation counsel, in which case all material will be designated as “HIGHLY CONFIDENTIAL–
3 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants copied
4 and produced, the Producing Party must determine which documents, or portions thereof, qualify for
5 protection under this Protective Order. Then, before producing the specified documents, the Producing
6 Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
7 portion of the material on a page qualifies for protection, the Producing Party also must clearly identify
8 the protected portion(s) (e.g., by making appropriate markings in the margins).

9 (b) for testimony given in depositions, that the Designating Party identify the Disclosure or
10 Discovery Material on the record, before the close of the deposition, all protected testimony, or within
11 21 days of receiving the final transcript, notify the Receiving Party in writing that it is designating the
12 testimony, or portions thereof, as “CONFIDENTIAL.”

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

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate
19 qualified information or items does not, standing alone, waive the Designating Party’s right to secure
20 protection under this Protective Order for such material. Upon timely correction of a designation, the
21 Receiving Party must make reasonable efforts to assure that the material is treated in accordance with
22 the provisions of this Protective Order.

23 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
25 confidentiality at any time that is consistent with the court’s Scheduling Order.

26 6.2 Meet and Confer. The Challenging Party must initiate the dispute resolution process by
27 providing written notice of each designation it is challenging and describing the basis for each challenge.
28 To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the

1 challenge to confidentiality is being made in accordance with this specific paragraph of the Protective
2 Order. The parties must attempt to resolve each challenge in good faith and must begin the process by
3 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within
4 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for
5 its belief that the confidentiality designation was not proper and must give the Designating Party an
6 opportunity to review the designated material, to reconsider the circumstances, and, if no change in
7 designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed
8 to the next stage of the challenge process only if it has engaged in this meet and confer process first or
9 establishes that the Designating Party is unwilling to participate in the meet and confer process in a
10 timely manner.

11 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention,
12 the Designating Party will file and serve a motion to retain confidentiality under Local Rule 141.1 (and
13 in compliance with Local Rule 251, if applicable) within 21 days of the initial notice of challenge or
14 within 14 days of the parties agreeing that the meet and confer process will not resolve their dispute,
15 whichever is earlier. Each such motion must be accompanied by a competent declaration affirming that
16 the movant has complied with the meet and confer requirements imposed in the preceding paragraph.
17 Failure by the Designating Party to make such a motion including the required declaration within 21
18 days (or 14 days, if applicable) will automatically waive the confidentiality designation for each
19 challenged designation. Any motion brought under this provision must be accompanied by a competent
20 declaration affirming that the movant has complied with the meet and confer requirements imposed by
21 the preceding paragraph.

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

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1 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
3 produced by another Party or by a Non-Party in connection with this Action only for prosecuting,
4 defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the
5 categories of persons and under the conditions described in this Protective Order. When the Action has
6 terminated, a Receiving Party must comply with the provisions of section 13 of this Protective Order.
7 Protected Material must be stored and maintained by a Receiving Party at a location and in a secure
8 manner that ensures that access is limited to the persons authorized under this Protective Order.

9 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the
10 court or permitted in writing by the Designating Party, a Receiving Party may disclose any information
11 or item designated “CONFIDENTIAL” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action and the employees of that
13 Outside Counsel of Record, to whom it is reasonably necessary to disclose the information for this
14 Action;

15 (b) the officers, directors, and employees (including House Counsel) of the Receiving Party
16 to whom disclosure is reasonably necessary for this Action. To the extent a Party to this action is a
17 natural person, disclosure may be made to such person if reasonably necessary for this action;

18 (c) the Receiving Party’s Expert(s), to whom disclosure is reasonably necessary for this
19 Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (d) the court and its personnel;

21 (e) court reporters and their staff;

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

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

27 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom
28 disclosure is reasonably necessary, provided they will not be permitted to keep any confidential

1 information without signing the “Acknowledgment and Agreement to Be Bound,” attached as Exhibit A,
2 unless the court orders or the Designating Party agrees otherwise. Pages of transcribed deposition
3 testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court
4 reporter and may not be disclosed to anyone except as permitted under this Protective Order; and

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

7 7.3 Disclosure of “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY” Information
8 or Items. Unless the Designating Party permits in writing or the court orders otherwise, a Receiving
9 Party may disclose any information or item designated “HIGHLY CONFIDENTIAL—ATTORNEYS’
10 EYES ONLY” only to the persons listed in paragraph 7.2(a), (c), (d), and (e), (f), (g), and (i).

11 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
12 **PRODUCED IN OTHER LITIGATION**

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

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

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

21 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
22 Designating Party whose Protected Material may be affected. If the Designating Party timely seeks a
23 protective order, the Party served with the subpoena or court order may not produce any information
24 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES
25 ONLY” before a determination by the court from which the subpoena or order issued, unless the Party
26 has obtained the Designating Party’s permission. The Designating Party will bear the burden and
27 expense of seeking protection in that court of its confidential material and nothing in these provisions
28

1 should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
2 directive from another court.

3 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS**
4 **LITIGATION**

5 (a) The terms of this Protective Order apply to information produced by a Non-Party in this
6 Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES
7 ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the
8 remedies and relief provided by this Protective Order. Nothing in these provisions should be construed
9 as prohibiting a Non-Party from seeking additional protections.

10 (b) If a Party is required by a valid discovery request to produce a Non-Party’s confidential
11 information in its possession, and the Party is subject to an agreement with the Non-Party not to produce
12 the Non-Party’s confidential information, then the Party shall: (1) promptly notify in writing the
13 Requesting Party and the Non-Party that some or all of the information requested is subject to a
14 confidentiality agreement with a Non-Party; (2) promptly provide the Non-Party with a copy of the
15 Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description
16 of the information requested; and (3) make the information requested available for inspection by the
17 Non-Party, if requested.

18 (c) If the Non-Party fails to seek a protective order from this court within 14 days of
19 receiving the notice and accompanying information, the Party in possession of the Non-Party’s
20 confidential information may produce such information unless doing so would be inconsistent with the
21 Party’s preexisting agreement with the Non-Party. If the Non-Party timely seeks a protective order, the
22 Receiving Party may not produce any information in its possession or control that is subject to the
23 confidentiality agreement with the Non-Party before a determination by the court. Absent a court order
24 to the contrary, the Non-Party will bear the burden and expense of seeking protection in this court of its
25 Protected Material.

26 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

27 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material
28 to any person or in any circumstance not authorized under this Protective Order, the Receiving Party

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

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

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

16 **12. MISCELLANEOUS**

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its
18 modification by the court in the future.

19 12.2 Right to Assert Other Objections. No Party waives any right it otherwise would have to
20 object to disclosing or producing any information or item on any ground not addressed in this Protective
21 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the
22 material covered by this Protective Order.

23 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material
24 must comply with Local Rule 141. Protected Material may only be filed under seal by a court order
25 authorizing the sealing of the specific Protected Material at issue. If the court denies a Receiving Party’s
26 request to file Protected Material under seal is denied, then the Receiving Party may file the information
27 in the public record unless otherwise instructed by the court.
28

1 **13. FINAL DISPOSITION**

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

17 **14. VIOLATIONS OF THIS ORDER**

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

20
21 SO STIPULATED.

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23 DATED: June 19, 2017

Tucker Ellis LLP

24
25 By: /s/Howard A. Kroll
26 Attorneys for Plaintiff
27 VERRAGIO, LTD.
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DATED: June 19, 2017

Yarra, Kharazi & Clason

By: /s/H. Ty Kharazi
Attorneys for Defendant
MALAKAN DIAMOND CO.

*Per Local Rule 131(e), the filing party attests that Defendant’s counsel concurs in the content of this Protective Order, and has authorized its filing with his electronic signature.

ORDER

IT IS SO ORDERED.

Dated: June 21, 2017

/s/ Sheila K. Oberto
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, [NAME] of [ADDRESS], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [DATE] in the case of *Verragio, Ltd. v. Malakan Diamond Co.*, United States District Court, Eastern District of California, Case No. 1:16-cv-01647-DAD-SKO.

I agree to comply with and to be bound by all the terms of this 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 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 Eastern District of California for the purpose of enforcing the terms of this Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint [NAME] of [ADDRESS] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Protective Order.

Date: _____

City and State where sworn and signed:

Signature: _____

Printed Name: _____