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9 Attorneys for Defendants,
 10 **W.P. APPLIANCES, INC. and ZHANJIANG HALLSMART ELECTRICAL**
 11 **APPLIANCE CO., LTD**

12 UNITED STATES DISTRICT COURT
 13 EASTERN DISTRICT OF CALIFORNIA

14	DEBBIE MONTES AND SAM)	CASE NO. 2:14-cv-01582-TLN-EFB
15	MONTES,)	
16)	
17	Plaintiff,)	
18)	STIPULATED PROTECTIVE
19	v.)	ORDER
20)	
21	ZHANJIANG HALLSMART)	
22	ELECTRICAL APPLIANCE CO.,)	
23	LTD; W.P. APPLIANCES, INC.;)	
24	W.P. PRODUCTIONS, INC.; HSN,)	Date Filed: July 3, 2014
25	INC.; WOLFGANG PUCK)	Trial Date: December 5, 2016
26	WORLDWIDE, INC., and DOES 1 to)	
27	100, inclusive,)	
28)	
	Defendants.)	

29 The parties, through their respective counsel of record, stipulate to the
 30 following:

- 31 1. All documents, materials, and information produced by Defendants,

1 W.P. APPLIANCES, INC. and ZHANJIANG HALLSMART ELECTRICAL
2 APPLIANCE CO., LTD (“Defendants”) that do not constitute trade secret,
3 confidential, competitively sensitive, or proprietary information are not the subject
4 of this Stipulated Protective Order Regarding Production of Confidential
5 Documents (“Stipulated Protective Order”).

6 2. Information that constitutes trade secret, confidential, competitively
7 sensitive, or proprietary information shall be given a control number and stamped
8 with “Confidential”, “Protected by Court Order”, or other words to that effect. The
9 stamp shall be placed on each document so as to not interfere with the print or type
10 face of the document.

11 3. All documents, materials, and information produced herein by
12 Defendants and designated as confidential shall be securely maintained and kept
13 confidential in accordance with the terms of this Stipulated Protective Order.

14 4. At any time prior to the final judgment in this case, should any party
15 dispute the designation of any documents, materials, or information as confidential,
16 the party may apply to the Court for an Order relieving it of the terms of the
17 Stipulated Protective Order upon a finding by the Court that the document,
18 material, or information does not qualify as a trade secret or confidential,
19 competitively sensitive and/or proprietary information. The burden of establishing
20 confidentiality rests with Defendants. This provision is not intended to discourage
21 the parties from meeting and conferring regarding the designation of documents.

22 5. All transcripts, depositions, exhibits, or other pleadings or filings in
23 this action that contain or otherwise set forth documents, information, or other
24 materials, or the contents thereof, which have been previously designated by
25 Defendants as confidential, shall likewise be subject to the terms of this Stipulated
26 Protective Order. ~~All transcripts, depositions, exhibits, pleadings, or other such~~
27 ~~documents or materials containing confidential information, which are filed with~~
28 ~~this Court, shall be filed in sealed envelopes or other sealed containers that shall~~

1 ~~bear the caption of this action, an indication of the nature of the contents of the~~
2 ~~sealed envelope or containers, the words “CONFIDENTIAL — SUBJECT TO~~
3 ~~STIPULATED PROTECTIVE ORDER”, and a statement stating that the envelope~~
4 ~~or container is not to be opened, nor the contents thereof to be displayed or~~
5 ~~revealed, except by express Order of the Court. This stipulation and protective~~
6 ~~order does not entitle the parties to file confidential information under seal. Local~~
7 ~~Rule 141 sets forth the procedures that must be followed and the standards that will~~
8 ~~be applied when a party seeks permission from the court to file material under seal.~~

9 6. Within the confines of this litigation, all parties subject to this
10 Stipulated Protective Order are free to share the information contained in the
11 confidential documents, materials or information with attorneys or office personnel
12 who are working on this case or technical consultants and/or experts who are
13 assisting that party’s counsel in the prosecution or defense of this case. Counsel
14 may also provide a summary of said documents to their insurer for purposes of
15 assisting in the insurers’ evaluation of the case. Any party may bring a motion to
16 allow documents to be viewed by representative of that party’s insurer if needed by
17 the insurer for evaluation of the claim for purposes of either defense or settlement.

18 7. Counsel for all parties further agree that anyone working in their
19 offices on this case will be familiarized with the terms of this Stipulated Protective
20 Order and be instructed that they are bound by the Stipulated Protective Order.

21 8. Within the confines of this litigation, if the confidential documents,
22 materials, and/or information are to be disclosed to technical consultants and/or
23 experts to assist in the preparation of this matter for trial, the party’s counsel
24 making such disclosure shall first present the technical consultant(s) and/or
25 expert(s) with a copy of the Stipulated Protective Order. After the technical
26 consultant(s) and/or expert(s) has read the Stipulated Protective Order and agreed
27 to be bound by its terms, the disclosing party’s counsel shall obtain the written
28 agreement of the technical consultant(s) and/or expert(s) to be bound by the terms

1 of the Stipulated Protective Order in the form attached as **Exhibit "A"**.
2 Agreements signed by designated experts shall be provided to counsel for
3 Defendants when the expert is designated. Agreements signed by non-designated
4 experts shall be provided to counsel for Defendant within thirty (30) days of
5 termination of the case whether by settlement, verdict or dismissal.

6 9. The attorneys for all parties subject to this Stipulated Protective Order
7 shall maintain a list of the names of all persons identified in paragraphs 6, 7, and 8
8 to whom the confidential documents, materials and/or information is disclosed
9 until such time as all confidential documents, materials and/or information covered
10 by this Stipulated Protective Order are returned to counsel for Defendants. Any
11 person who reviews the confidential documents, materials and/or information
12 produced subject to this Stipulated Protective Order agrees to the jurisdiction of the
13 United States District Court for the Northern District of California over their
14 person for the purposes of any action seeking to enforce the terms and conditions
15 of this Stipulated Protective Order or any action for contempt for violation of the
16 terms of this Stipulated Protective Order.

17 10. No party to this Stipulated Protective Order or their counsel, technical
18 consultants, and/or experts shall advertise or otherwise publish that they have the
19 confidential information obtained from Defendant through discovery in this case
20 whether described specifically or generally.

21 11. No party to this Stipulated Protective Order or their counsel, technical
22 consultants, and/or experts shall sell, offer, advertise, publicize, or provide under
23 any condition, the confidential documents, materials, or information provided by
24 Defendants to any competitor of Defendants or others who might exploit the
25 confidential documents, materials, or information for economic gain.

26 12. Any notes, lists, memoranda, indices or compilation prepared based
27 wholly or in part upon examination of the confidential documents, materials,
28 and/or information being produced pursuant to this Stipulated Protective Order

1 shall not be disseminated to anyone not authorized to examine them. A person
2 authorized to examine the confidential documents, materials, and/or information
3 produced may provide notes, lists, memoranda, indices or compilation upon the
4 terms and conditions as set forth in this document.

5 13. At the conclusion of this litigation, the confidential documents,
6 materials, and/or information (including all copies) produced pursuant to this
7 Stipulated Protective Order shall be returned to counsel for Defendants and all
8 digital copies of confidential documents, materials, and/or information shall be
9 deleted or destroyed. All recipients of confidential documents, materials, and/or
10 information produced pursuant to this Stipulated Protective Order shall sign an
11 affidavit in the form attached as **Exhibit "B"**, attesting that all confidential
12 documents, materials, and/or information have been returned as required by this
13 Stipulated Protective Order.

14 14. This Stipulated Protective Order shall be binding upon the signing
15 parties, their attorneys, and upon the parties and their attorneys' successors, heirs,
16 legal representatives, assigns, subsidiaries, divisions, employees, agents,
17 independent contractors, or other persons or organizations over which they have
18 control.

19 IT IS SO ORDERED:

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21 DATED: November 23, 2015.


EDMUND F. BRENNAN
UNITED STATES MAGISTRATE JUDGE

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1 The undersigned counsel of record stipulate that the Court should enter the
2 above Protective Order as an order of the Court.

3
4 DATED: November 23, 2015

PENNEY & ASSOCIATES

5
6 By: Signature on original

7
8 STEWART P. GALBRAITH, ESQ.
9 Attorneys for Plaintiffs,
10 **DEBBIE MONTES and SAM**
11 **MONTES**

12 **LAW OFFICES OF DENNIS P.**
13 **ISAAC**

14 DATED: November 23, 2015

15 By: Signature on original

16 DENNIS ALAN BABBITS, ESQ.
17 Attorneys for Defendant,
18 **W.P. Productions, Inc. and HSN,**
19 **Inc.**

20
21 DATED: November 23, 2015

CLINTON & CLINTON

22 By: Signature on original

23
24 DAVID A. CLINTON, ESQ.
25 DANA M. ULISE, ESQ.
26 Attorneys for Defendants,
27 **W.P. APPLIANCES, INC. and**
28 **ZHANJIANG HALLSMART**
ELECTRICAL APPLIANCE
CO., LTD