

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Star Fabrics, Inc. v. HNLTPF, Inc., et al.

Star Fabrics · No. 2:25-cv-06033-MAA · Decided January 7, 2026

SUMMARY

This document is a stipulated protective order entered in Star Fabrics, Inc. v. HNLTPF, Inc., a federal civil action in the Central District of California. It governs the designation, use, disclosure, challenge, filing, and disposition of confidential discovery materials, including procedures for inadvertent production and unauthorized disclosure. The order was stipulated to by counsel on January 6, 2026, and entered by Magistrate Judge Maria A. Audero on January 7, 2026.

OPINION

Star Fabrics, Inc. v. HNLTPF, Inc., et al.

PER CURIAM.

1 || Stephen M. Doniger (SBN 179314) stephen@donigerlawfirm.com 2 || David Shein (SBN 230870) 3 || david@donigerlawfirm.com

DONIGER / BURROUGHS

4 || 603 Rose Avenue 5 || Venice, California 90291 Telephone: (310) 590-1820 6 7 || Attorneys for Plaintiff

8 UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

10 STAR FABRICS, INC., a California Case No.: 2:25-cv-06033-MAA Corporation, Hon. Maria A. Audero Presiding 12 Plaintiff, STIPULATED PROTECTIVE

13 ORDER

14 || v. 15 HNLTPF, INC., et al., 16 Defendants. 18 19 || 1. PURPOSES AND LIMITATIONS. 20
Discovery in this action is likely to involve production of confidential, 21 || Proprietary, or private
information for which special protection from public 39 || disclosure and from use for any purpose
other than prosecuting this litigation may 93 || be warranted. Accordingly, the parties hereby
stipulate to and petition the Court to 24 || enter the following Stipulated Protective Order. The
parties acknowledge that this 25 || Stipulated Protective Order does not confer blanket protections
on all disclosures or 26 || responses to discovery and that the protection it affords from public
disclosure and 97 || use extends only to the limited information or items that are entitled to
confidential 2g || treatment under the applicable legal principles. The parties further acknowledge,
as 1 || set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle 2 ||
them to file confidential information under seal; Local Rule 79-5 sets forth the 3 || procedures that

must be followed and the standards that will be applied when a party 4 || seeks permission from the court to file material under seal. 5 } 2. GOOD CAUSE STATEMENT. 6 This action is likely to involve customer and pricing lists and other valuable 7 || commercial, financial, and/or proprietary information for which special protection 8 || from public disclosure and from use for any purpose other than prosecution of this 9 || action is warranted. Such confidential and proprietary materials and information 10 || consist of, among other things, confidential business or financial information, 11 || information regarding confidential business practices, or other confidential 12 || commercial information (including information implicating privacy rights of third 13 || parties), information otherwise generally unavailable to the public, or which may be 14 || privileged or otherwise protected from disclosure under state or federal statutes, court 15 || rules, case decisions, or common law. Accordingly, to expedite the flow of 16 || information, to facilitate the prompt resolution of disputes over confidentiality of 17 || discovery materials, to adequately protect information the parties are entitled to keep 18 || confidential, to ensure that the parties are permitted reasonable necessary uses of such 19 || material in preparation for and in the conduct of trial, to address their handling at the 20 || end of the litigation, and serve the ends of justice, a protective order for such 21 || information is justified in this matter. It is the intent of the parties that information 22 || will not be designated as confidential for tactical reasons and that nothing be so 23 || designated without a good faith belief that it has been maintained in a confidential, 24 || non-public manner, and there is good cause why it should not be part of the public 25 || record of this case.

26 || 3. DEFINITIONS

27 3.1 Action: this pending federal lawsuit. 28 1 3.2. Challenging Party: A Party or Nonparty that challenges the designation 2 || of information or items under this Stipulated Protective Order. 3 3.3. "CONFIDENTIAL" Information or Items: Information (regardless of 4 || how it is generated, stored or maintained) or tangible things that qualify for protection 5 || under Federal Rule of Civil Procedure 26(c), and as specified above in the Good 6 || Cause Statement. 7 3.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as 8 || their support staff). 9 3.5 Designating Party: A Party or Nonparty that designates information or 10 || items that it produces in disclosures or in responses to discovery as

11 || "CONFIDENTIAL."

12 3.6 Disclosure or Discovery Material: All items or information, regardless 13 || of the medium or manner in which it is generated, stored, or maintained (including, 14 || among other things, testimony, transcripts, and tangible things), that is produced or 15 || generated in disclosures or responses to discovery in this matter. 16 3.7. Expert: A person with specialized knowledge or experience in a matter 17 || pertinent to the litigation who has been retained by a Party or its counsel to serve as 18 || an expert witness or as a consultant in this Action. 19 3.8 House Counsel: Attorneys who are employees of a party to this Action. 20 || In-House Counsel does not include Outside Counsel of Record or any other outside 21 || counsel. 22 3.9 Non-Party: Any natural

person, partnership, corporation, association, or 23 || other legal entity not named as a Party to this action. 24 3.10 Outside Counsel of Record: Attorneys who are not employees of a party 25 || to this Action but are retained to represent or advise a party to this Action and have 26 || appeared in this Action on behalf of that party or are affiliated with a law firm which 27 || has appeared on behalf of that party, and includes support staff. 28 3.11 Party: Any party to this Action, including all of its officers, directors, 1 || employees, consultants, retained experts, In-House Counsel, and Outside Counsel of 2 || Record (and their support staffs). 3 3.12 Producing Party: A Party or Nonparty that produces Disclosure or 4 || Discovery Material in this Action. 5 3.13 Professional Vendors: Persons or entities that provide litigation support 6 || services (e.g., photocopying, videotaping, translating, preparing exhibits or 7 || demonstrations, and organizing, storing, or retrieving data in any form or medium) 8 || and their employees and subcontractors. 9 3.14 Protected Material: Any Disclosure or Discovery Material that is 10 || designated as “CONFIDENTIAL.” 11 3.15 Receiving Party: A Party that receives Disclosure or Discovery Material 12 || from a Producing Party. 13

14 || 4. SCOPE

15 The protections conferred by this Stipulated Protective Order cover not only 16 || Protected Material, but also (1) any information copied or extracted from Protected 17 || Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; 18 || and (3) any testimony, conversations, or presentations by Parties or their Counsel that 19 || might reveal Protected Material. 20 Any use of Protected Material at trial shall be governed by the orders of the 21 || trial judge. This Stipulated Protective Order does not govern the use of Protected 22 || Material at trial. 23

24 || 5. DURATION

25 Once a case proceeds to trial, all of the court-filed information to be introduced 26 || that was previously designated as confidential or maintained pursuant to this 27 || protective order becomes public and will be presumptively available to all members 28 || of the public, including the press, unless compelling reasons supported by specific 1 || factual findings to proceed otherwise are made to the trial judge in advance of the 2 || trial. See *Kamakana v. City and Cty. of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 3 || 2006) (distinguishing “good cause” showing for sealing documents produced in 4 || discovery from “compelling reasons” standard when merits-related documents are 5 || part of court record). Accordingly, the terms of this protective order do not extend 6 || beyond the commencement of the trial. 7

8 || 6. DESIGNATING PROTECTED MATERIAL

9 6.1 Exercise of Restraint and Care in Designating Material for Protection. 10 Each Party or Nonparty that designates information or items for 11 || protection under this Stipulated Protective Order must take care to limit any such 12 || designation to specific material that qualifies under the appropriate standards. The 13 || Designating Party must designate for protection only those parts of material, 14 || documents, items, or oral or written communications that qualify so that other

portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Stipulated Protective Order. Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

6.2 Manner and Timing of Designations. Except as otherwise provided in this Stipulated Protective Order (see, e.g., Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Stipulated Protective Order must be clearly so designated before the material is disclosed or produced.

1 Designation in conformity with this Stipulated Protective Order requires the following:

(a) For information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins). A Party or Nonparty that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Stipulated Protective Order. Then, before producing the specified documents, the Producing Party must affix the legend “CONFIDENTIAL” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

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

(c) For information produced in nondocumentary form, and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

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

11 } 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 7.1 Timing of Challenges. 13 Any Party or Nonparty may challenge a designation of
confidentiality at 14 |any time that is consistent with the Court’s Scheduling Order. 15 7.2 Meet
and Confer. 16 The Challenging Party shall initiate the dispute resolution process, which 17 ||shall
comply with Local Rule 37.1 et seq., and with Section 4 of Judge Audero’s 18 Procedures
 (“Mandatory Telephonic Conference for Discovery Disputes”).! 19 7.3 Burden of Persuasion. 20
The burden of persuasion in any such challenge proceeding shall be on 21 ||the Designating Party.
Frivolous challenges, and those made for an improper purpose 22 |(e.g., to harass or impose
unnecessary expenses and burdens on other parties) may 23 ||expose the Challenging Party to
sanctions. Unless the Designating Party has waived 24 |or withdrawn the confidentiality
designation, all parties shall continue to afford the 25 ||material in question the level of protection
to which it is entitled under the Producing 26 ||Party’s designation until the Court rules on the
challenge. || ———— 28 ' Judge Audero’s Procedures are available at
<https://www.cacd.uscourts.gov/honorable-maria-audero>

1 | 8. ACCESS TO AND USE OF PROTECTED MATERIAL

2 8.1 Basic Principles. 3 A Receiving Party may use Protected Material that is disclosed or 4
||produced by another Party or by a Nonparty in connection with this Action only for 5
||prosecuting, defending, or attempting to settle this Action. Such Protected Material 6 ||may be
disclosed only to the categories of persons and under the conditions described 7 {lin this
Stipulated Protective Order. When the Action reaches a final disposition, a 8 Receiving Party must
comply with the provisions of Section 14 below. 9 Protected Material must be stored and
maintained by a Receiving Party 10 ||at a location and in a secure manner that ensures that access
is limited to the persons 11 authorized under this Stipulated Protective Order. 12 8.2 Disclosure of
“CONFIDENTIAL” Information or Items. 13 Unless otherwise ordered by the Court or permitted
in writing by the 14 || Designating Party, a Receiving Party may disclose any information or item
designated 15 || “CONFIDENTIAL” only to: 16 (a) The Receiving Party’s Outside Counsel of
Record, as well as 17 || employees of said Outside Counsel of Record to whom it is reasonably
necessary to 18 || disclose the information for this Action; 19 (b) The officers, directors, and
employees (including In-House Counsel) 20 || of the Receiving Party to whom disclosure is
reasonably necessary for this Action; 21 (c) Experts of the Receiving Party to whom disclosure is
reasonably 22 || necessary for this Action and who have signed the “Acknowledgment and
Agreement 23 || to Be Bound” (Exhibit A); 24 (d) The Court and its personnel; 25 (e) Court
reporters and their staff; 26 (f) Professional jury or trial consultants, mock jurors, and Professional
27 || Vendors to whom disclosure is reasonably necessary or this Action and who have 28 || signed
the “Acknowledgment and Agreement to be Bound” (Exhibit A); 1 (g) The author or recipient of a
document containing the information or 2 || a custodian or other person who otherwise possessed
or knew the information; 3 (h) During their depositions, witnesses, and attorneys for witnesses, in
4 || the Action to whom disclosure is reasonably necessary provided: (1) the deposing 5 || party

requests that the witness sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (11) the witness will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and (i) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

9. PROTECTED MATERIAL _ SUBPOENAED _OR_ ORDERED
PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must: (a) Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order; (b) Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and (c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected. 1 If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION

10.1. Application The terms of this Stipulated Protective Order are applicable to information produced by a Nonparty in this Action and designated as “CONFIDENTIAL.” Such information produced by Nonparties in connection with this litigation is protected by the remedies and relief provided by this Stipulated Protective Order. Nothing in these provisions should be construed as prohibiting a Nonparty from seeking additional protections. 10.2. Notification In the event that a Party is required, by a valid discovery request, to produce a Nonparty’s confidential information in its possession, and the Party is subject to an agreement with the Nonparty not to produce the Nonparty’s confidential information, then the Party shall: (a) Promptly notify in writing the Requesting Party and the Nonparty that some or all of the information requested is subject to a confidentiality agreement with a

Nonparty; 27 28 10 1 (b) Promptly provide the Nonparty with a copy of the Stipulated 2 || Protective Order in this Action, the relevant discovery request(s), and a reasonably 3 || specific description of the information requested; and 4 (c) Make the information requested available for inspection by the 5 || Nonparty, if requested. 6 10.3. Condition of Production 7 If the Nonparty fails to seek a protective order from this Court within fourteen 8 || (14) days after receiving the notice and accompanying information, the Receiving 9 || Party may produce the Nonparty's confidential information responsive to the 10 || discovery request. If the Nonparty timely seeks a protective order, the Receiving Party 11 || shall not produce any information in its possession or control that is subject to the 12 || confidentiality agreement with the Nonparty before a determination by the Court. 13 || Absent a court order to the contrary, the Nonparty shall bear the burden and expense 14 || of seeking protection in this Court of its Protected Material. 15

16 || 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

17 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 18 || Protected Material to any person or in any circumstance not authorized under this 19 || Stipulated Protective Order, the Receiving Party immediately must (1) notify in 20 || writing the Designating Party of the unauthorized disclosures, (2) use its best efforts 21 || to retrieve all unauthorized copies of the Protected Material, (3) inform the person or 22 || persons to whom unauthorized disclosures were made of all the terms of this 23 || Stipulated Protective Order, and (4) request such person or persons to execute the 24 || "Acknowledgment and Agreement to be Bound" (Exhibit A). 25

26 || 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

27 PROTECTED MATERIAL

28 11 1 When a Producing Party gives notice to Receiving Parties that certain 2 || inadvertently produced material is subject to a claim of privilege or other protection, 3 || the obligations of the Receiving Parties are those set forth in Federal Rule of Civil 4 || Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure 5 || may be established in an e-discovery order that provides for production without prior 6 || privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the 7 || parties reach an agreement on the effect of disclosure of a communication or 8 || information covered by the attorney-client privilege or work product protection, the 9 || parties may incorporate their agreement in the Stipulated Protective Order submitted 10 || to the Court. 11

12 || 13. MISCELLANEOUS

13 13.1 Right to Further Relief. 14 Nothing in this Order abridges the right of any person to seek its 15 || modification by the Court in the future. 16 13.2 Right to Assert Other Objections. 17 By stipulating to the entry of this Protective Order, no Party waives any 18 || right it otherwise would have to object to disclosing or producing any information or 19 || item on any ground not addressed in this Stipulated Protective Order. Similarly, no 20 || Party waives any right to object on any ground to use in evidence of any of the material 21 || covered by this Protective Order. 22 13.3 Filing Protected Material. 23 A Party that seeks to file under seal any Protected Material must

comply 24 || with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant
25 ||to acourt order authorizing the sealing of the specific Protected Material at issue; good 26
||cause must be shown in the request to file under seal. If a Party’s request to file 27 Protected
Material under seal is denied by the Court, then the Receiving Party may file 28 ||the information
in the public record unless otherwise instructed by the Court. 12

1 || 14. FINAL DISPOSITION

2 After the final disposition of this Action, within sixty (60) days of a written 3 || 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, 5 || “all Protected Material” includes
all copies, abstracts, compilations, summaries, and 6 || any other format reproducing or capturing
any of the Protected Material. Whether the 7 || Protected Material is returned or destroyed, the
Receiving Party must submit a written 8 || certification to the Producing Party (and, if not the
same person or entity, to the 9 || Designating Party) by the 60-day deadline that (1) identifies (by
category, where 10 || appropriate) all the Protected Material that was returned or destroyed and (2)
affirms 11 || that the Receiving Party has not retained any copies, abstracts, compilations, 12 ||
summaries or any other format reproducing or capturing any of the Protected Material. 13 ||
Notwithstanding this provision, Counsel is entitled to retain an archival copy of all 14 || pleadings;
motion papers; trial, deposition, and hearing transcripts; legal memoranda; 15 || correspondence;
deposition and trial exhibits; expert reports; attorney work product; 16 || and consultant and expert
work product, even if such materials contain Protected 17 || Material. Any such archival copies
that contain or constitute Protected Material 18 || remain subject to this Stipulated Protective Order
as set forth in Section 5. 19

20 || 15. VIOLATION

21 Any violation of this Stipulated Order may be punished by any and all 22 || appropriate
measures including, without limitation, contempt proceedings and/or 23 || monetary sanctions. 24
25 || /// 26 /// 27 ag || /// 13 || IP 1S SO STIPULATED, THROUGH COUNSEL OF RECORD. 2 3
|| Dated: January 6, 2026 By: /s/David Shein 4 Stephen M. Doniger, Esq. David Shein, Esq.

5 DONIGER / BURROUGHS

6 Attorneys for Plaintiff 7 || Dated: January 6, 2026 By: /s/ Jaenam J. Coe 8 Jaenam J. Coe, Esq.
Attorney for Defendant 9 10 The filer attests that all signatories listed, and on whose behalf this
filing is i submitted, concur in the filing’s content and have authorized the filing. 12 13 14 || FOR
GOOD CAUSE SHOWN, IT IS SO ORDERED. 15 : : 1/7/2026 16 || DATED:

HON. MARIA A. AUDERO

17 United States Magistrate Judge 18 19 20 21 22 23 24 25 26 27 28 14

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 4 I, [full name], of 5 || [address], declare under penalty of perjury that I have read in its entirety
and 6 || understand the Stipulated Protective Order that was issued by the United States 7 || District

Court for the Central District of California on [date] in the 8 || case of Star Fabrics, Inc. v. HNLTF, Inc. et al., Case No. 2:25-cv-06033-MAA. I 9 || agree to comply with and to be bound by all the terms of this Stipulated Protective 10 || Order and I understand and acknowledge that failure to so comply could expose me 11 || to 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 with 14 || the provisions of this Order. 15 I further agree to submit to the jurisdiction of the United States District Court 16 || for the Central District of California for the purpose of enforcing the terms of this 17 || Stipulated Protective Order, even if such enforcement proceedings occur after 18 || termination of this action. I hereby appoint [full 19 || name] of [address and telephone 20 || number] as my California agent for service of process in connection with this action 21 || or any proceedings related to enforcement of this Stipulated Protective Order. 22 23 || Signature: 24 || Printed Name: 25 || Date: 26 || City and State Where Sworn and Signed: 27 28 15