

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

C&SM Intl v. Prettylittlething.com USA Inc.

C&SM Intl · No. 2:25-cv-02387-SVW(JDEx) · Decided June 11, 2025

OPINION

1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 CENTRAL DISTRICT OF
CALIFORNIA 10 C&SM INTL, a South Korean) Case No. 2:25-cv-02387-SVW(JDEx)) 11
Corporation,) Plaintiff,) STIPULATED PROTECTIVE 12) ORDER) 13 v.)) 14)
PRETTYLITTLETHING.COM) 15 USA, INC., a Delaware corporation;)) 16 and DOES 1-10,
inclusive,) Defendants.) 17 18 Based on the Parties' Stipulation (Dkt.

20) and for good cause shown, 19 the Court finds and orders as follows. 20 1. PURPOSES AND
LIMITATIONS 21 Discovery in this action is likely to involve production of confidential, 22
proprietary or private information for which special protection from public 23 disclosure and from
use for any purpose other than pursuing this litigation may 24 be warranted. This Order does not
confer blanket protections on all 25 disclosures or responses to discovery and that the protection it
affords from 26 public disclosure and use extends only to the limited information or items that 27
are entitled to confidential treatment under the applicable legal principles.

28 1 2. GOOD CAUSE STATEMENT 2 This action is likely to involve trade secrets, customer
and pricing lists 3 and other valuable research, development, commercial, financial, technical 4
and/or proprietary information for which special protection from public 5 disclosure and from use
for any purpose other than prosecution of this action is 6 warranted. Such confidential and
proprietary materials and information 7 consist of, among other things, confidential business or
financial information, 8 information regarding confidential business practices, or other
confidential 9 research, development, or commercial information (including information 10
implicating privacy rights of third parties), information otherwise generally 11 unavailable to the
public, or which may be privileged or otherwise protected 12 from disclosure under state or
federal statutes, court rules, case decisions, or 13 common law.

Accordingly, to expedite the flow of information, to facilitate the 14 prompt resolution of disputes
over confidentiality of discovery materials, to 15 adequately protect information the parties are
entitled to keep confidential, to 16 ensure that the parties are permitted reasonable necessary uses
of such material 17 in preparation for and in the conduct of trial, to address their handling at the
18 end of the litigation, and serve the ends of justice, a protective order for such 19 information is
justified in this matter.

It is the intent of the parties that 20 21 information will not be designated as confidential for tactical reasons and that 22 nothing be so designated without a good faith belief that it has been 23 maintained in a confidential, non-public manner, and there is good cause why 24 it should not be part of the public record of this case. 25 3. UNDER SEAL FILING PROCEDURE 26 As set forth in Section 14.3, below, this Protective Order does not entitle 27 the parties to file confidential information under seal; Local Civil Rule 79-5 28 sets forth the procedures that must be followed and the standards that will be 1 applied when a party seeks permission from the court to file material under 2 seal.

There is a strong presumption that the public has a right of access to 3 judicial proceedings and records in civil cases. In connection with non- 4 dispositive motions, good cause must be shown to support a filing under seal. 5 See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 6 2006), *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir.

2002), 7 *Makar-Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) 8 (even stipulated protective orders require good cause showing), and a specific 9 showing of good cause or compelling reasons with proper evidentiary support 10 and legal justification, must be made with respect to Protected Material that a 11 party seeks to file under seal.

The parties' mere designation of Disclosure or 12 Discovery Material as CONFIDENTIAL does not— without the submission 13 of competent evidence by declaration, establishing that the material sought to 14 be filed under seal qualifies as confidential, privileged, or otherwise 15 protectable—constitute good cause. 16 Further, if a party requests sealing related to a dispositive motion or trial, 17 then compelling reasons, not only good cause, for the sealing must be shown, 18 and the relief sought shall be narrowly tailored to serve the specific interest to 19 be protected.

See *Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th 20 21 Cir. 2010). For each item or type of information, document, or thing sought to 22 be filed or introduced under seal, the party seeking protection must articulate 23 compelling reasons, supported by specific facts and legal justification, for the 24 requested sealing order. Again, competent evidence supporting the application 25 to file documents under seal must be provided by declaration.

26 Any document that is not confidential, privileged, or otherwise 27 protectable in its entirety will not be filed under seal if the confidential portions 28 can be redacted. If documents can be redacted, then a redacted version for 1 public viewing, omitting only the confidential, privileged, or otherwise 2 protectable portions of the document, shall be filed.

Any application that seeks 3 to file documents under seal in their entirety should include an explanation of 4 why redaction is not feasible. 5 4. DEFINITIONS 6 4.1 Action: This pending federal lawsuit. 7 4.2 Challenging Party: a Party or Non-Party that challenges the 8 designation of information or items under this Order. 9 4.3 "CONFIDENTIAL" Information or Items:

information 10 (regardless of how it is generated, stored or maintained) or tangible things that 11 qualify for protection under Federal Rule of Civil Procedure 26(c), and as 12 specified above in the Good Cause Statement.

13 4.4 Counsel: Outside Counsel of Record and House Counsel (as well 14 as their support staff).

15 4.5 Designating Party: a Party or Non-Party that designates 16 information or items that it produces in disclosures or in responses to discovery 17 as “CONFIDENTIAL.” 18 4.6 Disclosure or Discovery Material: all items or information, 19 regardless of the medium or manner in which it is generated, stored, or 20 21 maintained (including, among other things, testimony, transcripts, and tangible 22 things), that are produced or generated in disclosures or responses to discovery.

23 4.7 Expert: a person with specialized knowledge or experience in a 24 matter pertinent to the litigation who has been retained by a Party or its 25 counsel to serve as an expert witness or as a consultant in this Action. 26 4.8 House Counsel: attorneys who are employees of a party to this 27 Action. House Counsel does not include Outside Counsel of Record or any 28 other outside counsel.

1 4.9 Non-Party: any natural person, partnership, corporation, 2 association or other legal entity not named as a Party to this action. 3 4.10 Outside Counsel of Record: attorneys who are not employees of a 4 party to this Action but are retained to represent a party to this Action and 5 have appeared in this Action on behalf of that party or are affiliated with a law 6 firm that has appeared on behalf of that party, and includes support staff.

7 4.11 Party: any party to this Action, including all of its officers, 8 directors, employees, consultants, retained experts, and Outside Counsel of 9 Record (and their support staffs). 10 4.12 Producing Party: a Party or Non-Party that produces Disclosure or 11 Discovery Material in this Action. 12 4.13 Professional Vendors: persons or entities that provide litigation 13 support services (e.g., photocopying, videotaping, translating, preparing 14 exhibits or demonstrations, and organizing, storing, or retrieving data in any 15 form or medium) and their employees and subcontractors.

16 4.14 Protected Material: any Disclosure or Discovery Material that is 17 designated as “CONFIDENTIAL.” 18 4.15 Receiving Party: a Party that receives Disclosure or Discovery 19 Material from a Producing Party. 20 21 5. SCOPE 22 The protections conferred by this Order cover not only Protected 23 Material, but also (1) any information copied or extracted from Protected 24 Material; (2) all copies, excerpts, summaries, or compilations of Protected 25 Material; and (3) any testimony, conversations, or presentations by Parties or 26 their Counsel that might reveal Protected Material.

Use of Protected Material 27 at trial shall be governed by the trial judge and other applicable authorities. 28 This Order does not govern the use of such material at trial. 1 6. DURATION 2

Once a case proceeds to trial, information that was designated as 3 CONFIDENTIAL or maintained pursuant to this protective order used or 4 introduced as an exhibit at trial becomes public and will be presumptively 5 available to all members of the public, including the press, unless compelling 6 reasons supported by specific factual findings to proceed otherwise are made to 7 the trial judge in advance of the trial.

See Kamakana, 447 F.3d at 1180-81 8 (distinguishing “good cause” showing for sealing documents produced in 9 discovery from “compelling reasons” standard when merits-related documents 10 are part of court record). Accordingly, the terms of this protective order do not 11 extend beyond the commencement of the trial. 12 7. DESIGNATING PROTECTED MATERIAL 13 7.1 Exercise of Restraint and Care in Designating Material for 14 Protection.

Each Party or Non-Party that designates information 15 or items for protection under this Order must take care to limit any such 16 designation to specific material that qualifies under the appropriate standards. 17 The Designating Party must designate for protection only those parts of 18 material, documents, items or oral or written communications that qualify so 19 that other portions of the material, documents, items or communications for 20 21 which protection is not warranted are not swept unjustifiably within the ambit 22 of this Order.

Mass, indiscriminate or routinized designations are prohibited. 23 Designations that are shown to be clearly unjustified or that have been made 24 for an improper purpose (e.g., to unnecessarily encumber the case development 25 process or to impose unnecessary expenses and burdens on other parties) may 26 expose the Designating Party to sanctions. 27 If it comes to a Designating Party’s attention that information or items 28 that it designated for protection do not qualify for protection, that Designating 1 Party must promptly notify all other Parties that it is withdrawing the 2 inapplicable designation.

3 7.2 Manner and Timing of Designations. Except as otherwise 4 provided in this Order, or as otherwise stipulated or ordered, Disclosure of 5 Discovery Material that qualifies for protection under this Order must be 6 clearly so designated before the material is disclosed or produced. 7 Designation in conformity with this Order requires: 8 (a) for information in documentary form (e.g., paper or electronic 9 documents, but excluding transcripts of depositions or other pretrial or trial 10 proceedings), that the Producing Party affix at a minimum, the legend 11 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page 12 that contains protected material.

If only a portion of the material on a page 13 qualifies for protection, the Producing Party also must clearly identify the 14 protected portion(s) (e.g., by making appropriate markings in the margins). 15 A Party or Non-Party that makes original documents available for 16 inspection need not designate them for protection until after the inspecting 17 Party has indicated which documents it would like copied and produced.

18 During the inspection and before the designation, all of the material made 19 available for inspection shall be deemed “CONFIDENTIAL.” After the 20 21 inspecting Party has identified the documents it wants copied and produced, 22 the Producing Party must determine which documents, or portions thereof, 23 qualify for protection under this Order. Then, before producing the specified 24 documents, the Producing Party must affix the “CONFIDENTIAL legend” to 25 each page that contains Protected Material.

If only a portion of the material on 26 a page qualifies for protection, the Producing Party also must clearly identify 27 the protected portion(s) (e.g., by making appropriate markings in the margins). 28 / / / 1 (b) for testimony given in depositions that the Designating Party 2 identifies the Disclosure or Discovery Material on the record, before the close 3 of the deposition all protected testimony.

4 (c) for information produced in some form other than 5 documentary and for any other tangible items, that the Producing Party affix 6 in a prominent place on the exterior of the container or containers in which the 7 information is stored the legend “CONFIDENTIAL.” If only a portion or 8 portions of the information warrants protection, the Producing Party, to the 9 extent practicable, shall identify the protected portion(s).

10 7.3 Inadvertent Failures to Designate. If timely corrected, an 11 inadvertent failure to designate qualified information or items does not, 12 standing alone, waive the Designating Party’s right to secure protection under 13 this Order for such material. Upon timely correction of a designation, the 14 Receiving Party must make reasonable efforts to assure that the material is 15 treated in accordance with the provisions of this Order.

16 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS 17 8.1. Timing of Challenges. Any Party or Non-Party may challenge a 18 designation of confidentiality at any time that is consistent with the Court’s 19 Scheduling Order. 20 21 8.2 Meet and Confer.

The Challenging Party shall initiate the dispute 22 resolution process under Local Rule 37-1 et seq. 23 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a 24 joint stipulation pursuant to Local Rule 37-2. 25 8.4 The burden of persuasion in any such challenge proceeding shall be 26 on the Designating Party. Frivolous challenges, and those made for an 27 improper purpose (e.g., to harass or impose unnecessary expenses and burdens 28 on other parties) may expose the Challenging Party to sanctions.

Unless the 1 Designating Party has waived or withdrawn the confidentiality designation, all 2 parties shall continue to afford the material in question the level of protection 3 to which it is entitled under the Producing Party’s designation until the Court 4 rules on the challenge. 5 9. 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 8 with this Action only for prosecuting, defending or attempting to settle this 9 Action.

Such Protected Material may be disclosed only to the categories of 10 persons and under the conditions described in this Order. When the Action has 11 been terminated, a Receiving Party must comply with the provisions of section 12 15 below (FINAL DISPOSITION). 13 Protected Material must be stored and maintained by a Receiving Party 14 at a location and in a secure manner that ensures that access is limited to the 15 persons authorized under this Order.

16 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless 17 otherwise ordered by the court or permitted in writing by the Designating 18 Party, a Receiving Party may disclose any information or item designated 19 “CONFIDENTIAL” only to: 20 21 (a) the Receiving Party’s Outside Counsel of Record in this 22 Action, as well as employees of said Outside Counsel of Record to whom it is 23 reasonably necessary to disclose the information for this Action; 24 (b) the officers, directors, and employees (including House 25 Counsel) of the Receiving Party to whom disclosure is reasonably necessary 26 for this Action; 27 (c) Experts (as defined in this Order) of the Receiving Party to 28 whom disclosure is reasonably necessary for this Action and who have signed 1 the “Acknowledgment and Agreement to Be Bound” (Exhibit A) 2 (d) the court and its personnel; 3 (e) court reporters and their staff; 4 (f) professional jury or trial consultants, mock jurors, and 5 Professional Vendors to whom disclosure is reasonably necessary for this 6 Action and who have signed the “Acknowledgment and Agreement to Be 7 Bound” (Exhibit A); 8 (g) the author or recipient of a document containing the 9 information or a custodian or other person who otherwise possessed or knew 10 the information; 11 (h) during their depositions, witnesses, and attorneys for witnesses, 12 in the Action to whom disclosure is reasonably necessary provided: (1) the 13 deposing party requests that the witness sign the form attached as Exhibit A 14 hereto; and (2) they will not be permitted to keep any confidential information 15 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit 16 A), unless otherwise agreed by the Designating Party or ordered by the court.

17 Pages of transcribed deposition testimony or exhibits to depositions that reveal 18 Protected Material may be separately bound by the court reporter and may not 19 be disclosed to anyone except as permitted under this Stipulated Protective 20 21 Order; and 22 (i) any mediators or settlement officers and their personnel, 23 mutually agreed upon by any of the parties engaged in settlement discussions.

24 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION 25 26 If a Party is served with a subpoena or a court order issued in other 27 litigation that compels disclosure of any information or items designated in this 28 Action as “CONFIDENTIAL,” that Party must: 1 (a) promptly notify in writing the Designating Party. Such 2 notification shall include a copy of the subpoena or court order; 3 (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 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. 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.

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

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order.

Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

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

- (1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
- (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
- (3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court.

Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any

circumstance not 25 authorized under this Stipulated Protective Order, the Receiving Party must 26 immediately (a) notify in writing the Designating Party of the unauthorized 27 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the 28 Protected Material, (c) inform the person or persons to whom unauthorized 1 disclosures were made of all the terms of this Order, and (d) request such 2 person or persons to execute the “Acknowledgment an Agreement to Be 3 Bound” attached hereto as Exhibit A. 4 13.

INADVERTENT PRODUCTION OF PRIVILEGED OR 5 OTHERWISE PROTECTED MATERIAL 6 When a Producing Party gives notice to Receiving Parties that certain 7 inadvertently produced material is subject to a claim of privilege or other 8 protection, the obligations of the Receiving Parties are those set forth in 9 Federal Rule of Civil Procedure 26(b) (5)(B). This provision is not intended to 10 modify whatever procedure may be established in an e-discovery order that 11 provides for production without prior privilege review.

Under Federal Rule of 12 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect 13 of disclosure of a communication or information covered by the attorney-client 14 privilege or work product protection, the parties may incorporate their 15 agreement in the stipulated protective order submitted to the court. 16 14. MISCELLANEOUS 17 14.1 Right to Further Relief.

Nothing in this Order abridges the right of 18 any person to seek its modification by the Court in the future. 19 14.2 Right to Assert Other Objections. By stipulating to the entry of this 20 21 Protective Order, no Party waives any right it otherwise would have to object 22 to disclosing or producing any information or item on any ground not 23 addressed in this Stipulated Protective Order.

Similarly, no Party waives any 24 right to object on any ground to use in evidence of any of the material covered 25 by this Protective Order. 26 14.3 Filing Protected Material. A Party that seeks to file under seal any 27 Protected Material must comply with Local Civil Rule 79-5. Protected 28 Material may only be filed under seal pursuant to a court order authorizing the 1 sealing of the specific Protected Material.

If a Party’s request to file Protected 2 Material under seal is denied by the court, then the Receiving Party may file 3 the information in the public record unless otherwise instructed by the court. 4 15. FINAL DISPOSITION 5 After the final disposition of this Action, as defined in paragraph 6, 6 within 60 days of a written request by the Designating Party, each Receiving 7 Party must return all Protected Material to the Producing Party or destroy such 8 material.

As used in this subdivision, “all Protected Material” includes all 9 copies, abstracts, compilations, summaries, and any other format reproducing 10 or capturing any of the Protected Material. Whether the Protected Material is 11 returned or destroyed, the Receiving Party must submit a

written certification 12 to the Producing Party (and, if not the same person or entity, to the 13 Designating Party) by the 60-day deadline that (1) identifies (by category, 14 where appropriate) all the Protected Material that was returned or destroyed 15 and (2) affirms that the Receiving Party has not retained any copies, abstracts, 16 compilations, summaries or any other format reproducing or capturing any of 17 the Protected Material.

Notwithstanding this provision, Counsel are entitled to 18 retain an archival copy of all pleadings, motion papers, trial, deposition, and 19 hearing transcripts, legal memoranda, correspondence, deposition and trial 20 21 exhibits, expert reports, attorney work product, and consultant and expert 22 work product, even if such materials contain Protected Material.

Any such 23 archival copies that contain or constitute Protected Material remain subject to 24 this Protective Order as set forth in Section 6 (DURATION). 25 / / / 26 / / / 27 / / / 28 / / / 1 16. VIOLATION 2 Any violation of this Order may be punished by appropriate measures 3 |including, without limitation, contempt proceedings and/or monetary 4 || sanctions.

5 6 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 9 10 DATED: June 11, 2025 ll sf de 12 ieee 3 HN D. EARLY United States Magistrate Judge 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 15