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8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA
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11 POWER INTEGRATIONS, INC.,
12 Plaintiff,
13 v.
14 EDISON D. DE LARA; CHARLES
15 REYES EVANGELISTA; IAN B.
16 BARRAMEDA; ALEX F. MARIANO II;
17 and DOES 1 to 25,
18 Defendants.

Case No.: 20-cv-00410-MMA-DEB

**ORDER GRANTING JOINT
MOTION FOR PROTECTIVE
ORDER**

[DKT. NO. 88]

19
20 The Court recognizes that at least some of the documents and information
21 (“materials”) being sought through discovery in the above-captioned action are, for
22 competitive reasons, normally kept confidential by the parties. The parties have agreed to
23 be bound by the terms of this Protective Order (“Order”) in this action.

24 The materials to be exchanged throughout the course of the litigation between the
25 parties may contain trade secret or other confidential research, technical, cost, price,
26 marketing or other commercial information, as is contemplated by Federal Rule of Civil
27 Procedure 26(c)(1)(G). The purpose of this Order is to protect the confidentiality of such
28 materials as much as practical during the litigation. THEREFORE:

1 DEFINITIONS

2 1. The term “confidential information” will mean and include information
3 contained or disclosed in any materials, including documents, portions of documents,
4 answers to interrogatories, responses to requests for admissions, trial testimony, deposition
5 testimony, and transcripts of trial testimony and depositions, including data, summaries,
6 and compilations derived therefrom that is deemed to be confidential information by any
7 party to which it belongs.

8 2. The term “materials” will include, but is not be limited to: documents;
9 correspondence; memoranda; bulletins; blueprints; specifications; customer lists or other
10 material that identify customers or potential customers; price lists or schedules or other
11 matter identifying pricing; minutes; telegrams; letters; statements; cancelled checks;
12 contracts; invoices; drafts; books of account; worksheets; notes of conversations; desk
13 diaries; appointment books; expense accounts; recordings; photographs; motion pictures;
14 compilations from which information can be obtained and translated into reasonably usable
15 form through detection devices; sketches; drawings; notes (including laboratory notebooks
16 and records); reports; instructions; disclosures; other writings; models and prototypes and
17 other physical objects.

18 3. The term “counsel” will mean outside counsel of record, and other attorneys,
19 paralegals, secretaries, and other support staff employed in the law firms identified below:
20 Miclean Gleason LLP (for Plaintiff); Mintz Levin Cohn Ferris Glovsky and Popeo P.C.
21 (for Defendants)

22 GENERAL RULES

23 4. Each party to this litigation that produces or discloses any materials, answers
24 to interrogatories, responses to requests for admission, trial testimony, deposition
25 testimony, and transcripts of trial testimony and depositions, or information that the
26 producing party believes should be subject to this Protective Order may designate the same
27 as “CONFIDENTIAL” or “CONFIDENTIAL - FOR COUNSEL ONLY.”

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1 a. Designation as “CONFIDENTIAL”: Any party may designate information as
2 “CONFIDENTIAL” only if, in the good faith belief of such party and its counsel, the
3 unrestricted disclosure of such information could be potentially prejudicial to the business
4 or operations of such party, or would breach any duty of confidentiality owed by such
5 party, whether created by law, agreement, or understanding.

6 b. Designation as “CONFIDENTIAL - FOR COUNSEL ONLY”: Any party
7 may designate information as “CONFIDENTIAL - FOR COUNSEL ONLY” only if, in
8 the good faith belief of such party and its counsel, the information is among that considered
9 to be most sensitive by the party, including but not limited to trade secret or other
10 confidential research, development, financial or other commercial information.

11 5. In the event the producing party elects to produce materials for inspection, no
12 marking need be made by the producing party in advance of the initial inspection. For
13 purposes of the initial inspection, all materials produced will be considered as
14 “CONFIDENTIAL - FOR COUNSEL ONLY,” and must be treated as such pursuant to
15 the terms of this Order. Thereafter, upon selection of specified materials for copying by the
16 inspecting party, the producing party must, within a reasonable time prior to producing
17 those materials to the inspecting party, mark the copies of those materials that contain
18 confidential information with the appropriate confidentiality marking.

19 6. Whenever a deposition taken on behalf of any party involves a disclosure of
20 confidential information of any party:

21 a. the deposition or portions of the deposition must be designated as
22 containing confidential information subject to the provisions of this
23 Order; such designation must be made on the record whenever possible,
24 but a party may designate portions of depositions as containing
25 confidential information after transcription of the proceedings; [A]
26 party will have until twenty one (21) days after receipt of the deposition
27 transcript to inform the other party or parties to the action of the

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1 portions of the transcript to be designated “CONFIDENTIAL” or
2 “CONFIDENTIAL - FOR COUNSEL ONLY.”

3 b. the disclosing party will have the right to exclude from attendance at
4 the deposition, during such time as the confidential information is to be
5 disclosed, any person other than the deponent, counsel (including their
6 staff and associates), the court reporter, and the person(s) agreed upon
7 pursuant to paragraph 8 below; and

8 c. the originals of the deposition transcripts and all copies of the
9 deposition must bear the legend “CONFIDENTIAL” or
10 “CONFIDENTIAL - FOR COUNSEL ONLY,” as appropriate, and the
11 original or any copy ultimately presented to a court for filing must not
12 be filed unless it can be accomplished under seal, identified as being
13 subject to this Order, and protected from being opened except by order
14 of this Court.

15 7. All confidential information designated as “CONFIDENTIAL” or
16 “CONFIDENTIAL FOR COUNSEL ONLY” must not be disclosed by the receiving party
17 to anyone other than those persons designated within this order and must be handled in the
18 manner set forth below and, in any event, must not be used for any purpose other than in
19 connection with this litigation, unless and until such designation is removed either by
20 agreement of the parties, or by order of the Court.

21 8. Information designated “CONFIDENTIAL - FOR COUNSEL ONLY” must
22 be viewed only by counsel (as defined in paragraph 3) of the receiving party, and by
23 independent experts under the conditions set forth in this Paragraph. The right of any
24 independent expert to receive any confidential information will be subject to the advance
25 approval of such expert by the producing party or by permission of the Court. The party
26 seeking approval of an independent expert must provide the producing party with the name
27 and curriculum vitae of the proposed independent expert, and an executed copy of the form
28 “Acknowledgement and Agreement to Be Bound” attached hereto as Exhibit A, in advance

1 of providing any confidential information of the producing party to the expert. Any
2 objection by the producing party to an independent expert receiving confidential
3 information must be made in writing within fourteen (14) days following receipt of the
4 identification of the proposed expert. Confidential information may be disclosed to an
5 independent expert if the fourteen (14) day period has passed and no objection has been
6 made. The approval of independent experts must not be unreasonably withheld.

7 9. Information designated “confidential” must be viewed only by counsel (as
8 defined in paragraph 3) of the receiving party, by independent experts (pursuant to the
9 terms of paragraph 8), by court personnel, and by the additional individuals listed below,
10 provided each such individual has read this Order in advance of disclosure and has agreed
11 in writing to be bound by its terms:

- 12 a) Executives employed by the parties who are required to participate in
13 policy and strategic decisions with reference to this action;
- 14 b) Technical personnel employed by the parties with whom Counsel for
15 the parties find it necessary to consult, in the discretion of such counsel,
16 in preparation for trial of this action; and
- 17 c) Stenographic and clerical employees employed or retained by the
18 individuals or entities identified above.

19 10. With respect to material designated “CONFIDENTIAL” or
20 “CONFIDENTIAL – FOR COUNSEL ONLY,” any person indicated on the face of the
21 document to be its originator, author or a recipient of a copy of the document, may be
22 shown the same.

23 11. All information which has been designated as “CONFIDENTIAL” or
24 “CONFIDENTIAL -FOR COUNSEL ONLY” by the producing or disclosing party, and
25 any and all reproductions of that information, must be retained in the custody of the counsel
26 for the receiving party identified in paragraph 3, except that independent experts authorized
27 to view such information under the terms of this Order may retain custody of copies such
28 as are necessary for their participation in this litigation.

1 12. Before any materials produced in discovery, answers to interrogatories,
2 responses to requests for admissions, deposition transcripts, or other documents which are
3 designated as confidential information are filed with the Court for any purpose, the party
4 seeking to file such material must seek permission of the Court to file the material under
5 seal.

6 13. No party may file any document under seal, except pursuant to a court order
7 that authorizes the filing of the document, or portion of the document, under seal. A sealing
8 order will issue only upon a showing that the information is privileged or protectable under
9 the law. The party seeking to file under seal must limit its sealing request to the specific
10 portion of the document that contains the confidential or privileged material.

11 14. At any stage of these proceedings, any party may object to a designation of
12 the materials as confidential information. The objecting party must notify the designating
13 party, in writing, of the materials objected to and the ground(s) for the objection.
14 Thereafter, lead counsel (or attorneys with full authority to make decisions and bind the
15 client without later seeking approval from a supervising attorney) must promptly meet and
16 confer, pursuant to Local Rule 26.1.a. If the dispute is not resolved within seven (7) days
17 of receipt of the objections, and after counsel have thoroughly and completely met and
18 conferred, the parties must place a joint call to the assigned magistrate judge's chambers
19 to explain the dispute and the parties' respective positions. The materials at issue must be
20 treated as confidential until the Court has ruled on the objection or the matter has been
21 otherwise resolved.

22 15. All confidential information must be held in confidence by those inspecting
23 or receiving it, and must be used only for purposes of this action. Counsel for each party,
24 and each person receiving confidential information must take reasonable precautions to
25 prevent the unauthorized or inadvertent disclosure of such information. If confidential
26 information is disclosed to any person other than a person authorized by this Order, the
27 party responsible for the unauthorized disclosure must immediately bring all pertinent facts
28 relating to the unauthorized disclosure to the attention of the other parties and, without

1 prejudice to any rights and remedies of the other parties, make every effort to prevent
2 further disclosure by the party and by the person(s) receiving the unauthorized disclosure.

3 16. No party will be responsible to another party for disclosure of confidential
4 information under this Order if the information in question is not labeled or otherwise
5 identified as such in accordance with this Order.

6 17. If a party, through inadvertence, produces any confidential information
7 without labeling or marking or otherwise designating it as such in accordance with this
8 Order, the designating party may give written notice to the receiving party that the
9 document or thing produced is deemed confidential information, and that the document or
10 thing produced should be treated as such in accordance with that designation under this
11 Order. The receiving party must treat the materials as confidential, once the designating
12 party so notifies the receiving party. If the receiving party has disclosed the materials before
13 receiving the designation, the receiving party must notify the designating party in writing
14 of each such disclosure. Counsel for the parties will agree on a mutually acceptable manner
15 of labeling or marking the inadvertently produced materials as “CONFIDENTIAL” or
16 “CONFIDENTIAL - FOR COUNSEL ONLY” - SUBJECT TO PROTECTIVE ORDER.

17 18. Nothing within this order will prejudice the right of any party to object to the
18 production of any discovery material on the grounds that the material is protected as
19 privileged or as attorney work product.

20 19. Nothing in this Order will bar counsel from rendering advice to their clients
21 with respect to this litigation and, in the course thereof, relying upon any information
22 designated as confidential information, provided that the contents of the information must
23 not be disclosed.

24 20. This Order will be without prejudice to the right of any party to oppose
25 production of any information for lack of relevance or any other ground other than the mere
26 presence of confidential information. The existence of this Order must not be used by either
27 party as a basis for discovery that is otherwise improper under the Federal Rules of Civil
28 Procedure.

1 21. Nothing within this order will be construed to prevent disclosure of
2 confidential information if such disclosure is required by law or by order of the Court.

3 22. Upon final termination of this action, including any and all appeals, counsel
4 for each party must, upon request of the producing party, return all confidential information
5 to the party that produced the information, including any copies, excerpts, and summaries
6 of that information, or must destroy same at the option of the receiving party, and must
7 purge all such information from all machine-readable media on which it resides.
8 Notwithstanding the foregoing, counsel for each party may retain all pleadings, briefs,
9 memoranda, motions, and other documents filed with the Court that refer to or incorporate
10 confidential information, and will continue to be bound by this Order with respect to all
11 such retained information. Further, attorney work product materials that contain
12 confidential information need not be destroyed, but, if they are not destroyed, the person
13 in possession of the attorney work product will continue to be bound by this Order with
14 respect to all such retained information.

15 23. The restrictions and obligations set forth within this order will not apply to
16 any information that: (a) the parties agree should not be designated confidential
17 information; (b) the parties agree, or the Court rules, is already public knowledge; (c) the
18 parties agree, or the Court rules, has become public knowledge other than as a result of
19 disclosure by the receiving party, its employees, or its agents in violation of this Order; or
20 (d) has come or will come into the receiving party's legitimate knowledge independently
21 of the production by the designating party. Prior knowledge must be established by pre-
22 production documentation.

23 24. The restrictions and obligations within this order will not be deemed to
24 prohibit discussions of any confidential information with anyone if that person already has
25 or obtains legitimate possession of that information.

26 25. Transmission by email or some other currently utilized method of
27 transmission is acceptable for all notification purposes within this Order.

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1 26. This Order may be modified by agreement of the parties, subject to approval
2 by the Court.

3 27. The Court may modify the protective order in the interest of justice or for
4 public policy reasons. The parties prefer that the Court provide them with notice of the
5 Court's intent to modify the Order and the content of those modifications, prior to entry of
6 such an order.

7 IT IS SO ORDERED.

8 Dated: October 7, 2020



Honorable Daniel E. Butcher
United States Magistrate Judge

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2 EXHIBIT A

3 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4 I, _____ [print or type full name], of _____
5 [print or type full 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 District Court for the
7 Southern District of California on _____ [date] in the case of *Power Integrations, Inc. v. De Lara et al.*,
8 Case No.: 20-cv-00410-MMA-DEB. I agree to comply with and to be bound by all the terms of this
9 Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose
10 me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in
11 any manner any information or item that is subject to this Stipulated Protective Order to any person or
12 entity except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the
14 Southern District of California for the purpose of enforcing the terms of this Stipulated Protective Order,
15 even if such enforcement proceedings occur after termination of this action.

16 I hereby appoint _____ [print or type full name] of
17 _____ [print or type full address and telephone number] as my
18 California agent for service of process in connection with this action or any proceedings related to
19 enforcement of this Stipulated Protective Order.

20
21 Date: _____

22 City and State where sworn and signed: _____

23 Printed name: _____
24 [printed name]

25 Signature: _____
26 [signature]