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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

LOREN MAVROMATI, individually and as personal representative of the Estate of Theofanis Mavromatis, Deceased; M.M. a minor, by and through his guardian ad litem, LOREN MAVROMATI; ANNA MAVROMATI, an individual; CHRISTINA MAVROMATI, an individual,

Plaintiffs,

v.

SPOT LLC, a Colorado limited liability company; GLOBALSTAR, INC., a Delaware Corporation; GLOBARSTAR CANADA SATELLITE CO., a Nova Scotia unlimited liability company; TRAVEL SAFETY GROUP LIMITED d/b/a GEOS; and DOES 1 through 20, inclusive,

Defendants.

Case No.: CV14-03333 SJO (EX)
Complaint Filed: April 30, 2014

STIPULATED PROTECTIVE ORDER

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1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential, proprietary, or
3 private information for which special protection from public disclosure and from use for any
4 purpose other than prosecuting this litigation may be warranted. Accordingly, the parties
5 hereby stipulate to and petition the Court to enter the following Stipulated Protective Order.
6 The parties acknowledge that this Order does not confer blanket protections on all disclosures
7 or responses to discovery and that the protection it affords from public disclosure and use
8 extends only to the limited information or items that are entitled to confidential treatment
9 under the applicable legal principles. The parties further acknowledge, as set forth in Section
10 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential
11 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed
12 and the standards that will be applied when a party seeks permission from the court to file
13 material under seal.

14 B. GOOD CAUSE STATEMENT

15 This action is likely to involve trade secrets, vendor and/or customer prices and lists,
16 goods sold, internal operating expenses associated with particular goods, unique methodology,
17 and other valuable research, development, commercial, financial, technical and/or proprietary
18 information for which special protection from public disclosure and from use for any purpose
19 other than prosecution of this action is warranted. Such confidential and proprietary materials
20 and information consist of, among other things, confidential business or financial information,
21 information regarding confidential business practices, or other confidential research,
22 development, or commercial information (including information implicating privacy rights of
23 third parties), information otherwise generally unavailable to the public, or which may be
24 privileged or otherwise protected from disclosure under state or federal statutes, court rules,
25 case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate
26 the prompt resolution of disputes over confidentiality of discovery materials, to adequately
27 protect information the parties are entitled to keep confidential, to ensure that the parties are

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1 permitted reasonable necessary uses of such material in preparation for and in the conduct of
2 trial, to address their handling at the end of the litigation, and serve the ends of justice, a
3 protective order for such information is justified in this matter. It is the intent of the parties
4 that information will not be designated as confidential for tactical reasons and that nothing be
5 so designated without a good faith belief that it has been maintained in a confidential, non-
6 public manner, and there is good cause why it should not be part of the public record of this
7 case.

8 2. DEFINITIONS

9 2.1 Action: this pending federal lawsuit.

10 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
11 information or items under this Order.

12 2.3 "CONFIDENTIAL" Information or Items: information (regardless of how it is
13 generated, stored or maintained) or tangible things that qualify for protection under Federal
14 Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

15 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
16 support staff).

17 2.5 Designating Party: a Party or Non-Party that designates information or items
18 that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

19 2.6 Disclosure or Discovery Material: all items or information, regardless of the
20 medium or manner in which it is generated, stored, or maintained (including, among other
21 things, testimony, transcripts, and tangible things), that are produced or generated in
22 disclosures or responses to discovery in this matter.

23 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent
24 to the litigation who has been retained by a Party or its counsel to serve as an expert witness or
25 as a consultant in this Action.

26 2.8 House Counsel: attorneys who are employees of a party to this Action.

27 House Counsel does not include Outside Counsel of Record or any other outside counsel.

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1 2.9 Non-Party: any natural person, partnership, corporation, association, or other
2 legal entity not named as a Party to this action.

3 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
4 Action but are retained to represent or advise a party to this Action and have appeared in this
5 Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of
6 that party, and includes support staff.

7 2.11 Party: any party to this Action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and their support
9 staffs).

10 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
11 Material in this Action.

12 2.13 Professional Vendors: persons or entities that provide litigation support services
13 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
14 organizing, storing, or retrieving data in any form or medium) and their employees and
15 subcontractors.

16 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
17 "CONFIDENTIAL."

18 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
19 Propounding Party.

20 3. SCOPE

21 The protections conferred by this Stipulation and Order cover not only Protected
22 Material (as defined above), but also (1) any information copied or extracted from Protected
23 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3)
24 any testimony, conversations, or presentations by Parties or their Counsel that might reveal
25 Protected Material. Any use of Protected Material at trial shall be governed by the orders of
26 the trial judge. This Order does not govern the use of Protected Material at trial.

27 4. DURATION

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1 Even after final disposition of this litigation, the confidentiality obligations imposed by
2 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a
3 court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal
4 of all claims and defenses in this Action, with or without prejudice; and (2) final judgment
5 herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or
6 reviews of this Action, including the time limits for filing any motions or applications for
7 extension of time pursuant to applicable law.

8 5. DESIGNATING PROTECTED MATERIAL

9 5.1 Exercise of Restraint and Care in Designating Material for Protection.

10 Each Party or Non-Party that designates information or items for protection under this
11 Order must take care to limit any such designation to specific material that qualifies under the
12 appropriate standards. The Designating Party must designate for protection only those parts of
13 material, documents, items, or oral or written communications that qualify so that other
14 portions of the material, documents, items, or communications for which protection is not
15 warranted are not swept unjustifiably within the ambit of this Order. Mass, indiscriminate, or
16 routinized designations are prohibited. Designations that are shown to be clearly unjustified or
17 that have been made for an improper purpose (e.g., to unnecessarily encumber the case
18 development process or to impose unnecessary expenses and burdens on other parties) may
19 expose the Designating Party to sanctions. If it comes to a Designating Party's attention that
20 information or items that it designated for protection do not qualify for protection, that
21 Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable
22 designation.

23 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
24 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
25 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly
26 so designated before the material is disclosed or produced.

27 Designation in conformity with this Order requires:
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1 (a) for information in documentary form (e.g., paper or electronic documents, but
2 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
3 Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL
4 legend"), to each page that contains protected material. If only a portion or portions of the
5 material on a page qualifies for protection, the Producing Party also must clearly identify the
6 protected portion(s) (e.g., by making appropriate markings in the margins). A Party or Non-
7 Party that makes original documents available for inspection need not designate them for
8 protection until after the inspecting Party has indicated which documents it would like copied
9 and produced. During the inspection and before the designation, all of the material made
10 available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has
11 identified the documents it wants copied and produced, the Producing Party must determine
12 which documents, or portions thereof, qualify for protection under this Order. Then, before
13 producing the specified documents, the Producing Party must affix the "CONFIDENTIAL
14 legend" to each page that contains Protected Material. If only a portion or portions of the
15 material on a page qualifies for protection, the Producing Party also must clearly identify the
16 protected portions) (e.g., by making appropriate markings in the margins).

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

20 (c) for information produced in some form other than documentary and for any
21 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
22 container or containers in which the information is stored the legend "CONFIDENTIAL." If
23 only a portion or portions of the information warrants protection, the Producing Party, to the
24 extent practicable, shall identify the protected portions).

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
26 designate qualified information or items does not, standing alone, waive the Designating
27 Party's right to secure protection under this Order for such material. Upon timely correction of
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1 a designation, the Receiving Party must make reasonable efforts to assure that the material is
2 treated in accordance with the provisions of this Order.

3 5.4 If at any time prior to the trial of this action, a producing person or party
4 realizes that some portion(s) of Disclosure or Discovery Material that the person or party
5 previously produced without limitation should be designated as "CONFIDENTIAL"
6 (including Disclosure or Discovery Material that was produced prior to the entry of this order),
7 that person or party may so designate by so apprising all parties in writing, and such
8 designated portion(s) of the Disclosure or Discovery Material will thereafter be treated as
9 "CONFIDENTIAL" and/or under the terms of this order.

10 6. CHALLENGING CONFIDENTIAL DESIGNATIONS

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
12 confidentiality at any time that is consistent with the Court's Scheduling Order.

13 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
14 process under Local Rule 37.1 et seq.

15 6.3 The burden of persuasion in any such challenge proceeding shall be on the
16 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
17 harass or impose unnecessary expenses and burdens on other parties) may expose the
18 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the
19 confidentiality designation, all parties shall continue to afford the material in question the level
20 of protection to which it is entitled under the Producing Party's designation until the Court
21 rules on the challenge.

22 7. ACCESS TO AND USE OF PROTECTED MATERIAL

23 7.1 Basic Principles. A Receiving Party may use Protected Material that is
24 disclosed or produced by another Party or by a Non-Party in connection with this Action only
25 for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be
26 disclosed only to the categories of persons and under the conditions described in this Order.

27 When the Action has been terminated, a Receiving Party must comply with the provisions of
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1 section 13 below (FINAL DISPOSITION).

2 Protected Material must be stored and maintained by a Receiving Party at a location
3 and in a secure manner that ensures that access is limited to the persons authorized under this
4 Order.

5 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
6 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
7 disclose any information or item designated "CONFIDENTIAL" only to:

8 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
9 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose
10 the information for this Action;

11 (b) the officers, directors, and employees (including House Counsel) of the
12 Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
14 reasonably necessary for this Action and who have signed the "Acknowledgment and
15 Agreement to Be Bound" (Exhibit A);

16 (d) the court and its personnel;

17 (e) court reporters and their staff;

18 (f) professional jury or trial consultants, mock jurors, and Professional
19 Vendors to whom disclosure is reasonably necessary for this Action and who have signed
20 the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

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

23 (h) during their depositions, witnesses, and attorneys for witnesses, in the
24 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
25 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be
26 permitted to keep any confidential information unless they sign the "Acknowledgment and
27 Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or
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1 ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions
2 that reveal Protected Material may be separately bound by the court reporter and may not
3 be disclosed to anyone except as permitted under this Stipulated Protective Order; and

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

6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
7 OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation that
9 compels disclosure of any information or items designated in this Action as
10 "CONFIDENTIAL," that Party must:

11 (a) promptly notify in writing the Designating Party. Such notification shall include a
12 copy of the subpoena or court order;

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

17 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
18 Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with the
20 subpoena or court order shall not produce any information designated in this action as
21 "CONFIDENTIAL" before a determination by the court from which the subpoena or order
22 issued, unless the Party has obtained the Designating Party's permission. The Designating
23 Party shall bear the burden and expense of seeking protection in that court of its confidential
24 material and nothing in these provisions should be construed as authorizing or encouraging a
25 Receiving Party in this Action to disobey a lawful directive from another court.

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

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1 (a) The terms of this Order are applicable to information produced by a Non-Party in
2 this Action and designated as "CONFIDENTIAL." Such information produced by Non-
3 Parties in connection with this litigation is protected by the remedies and relief provided by
4 this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from
5 seeking additional protections.

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

9 (1) promptly notify in writing the Requesting Party and the Non-Party that some or all
10 of the information requested is subject to a confidentiality agreement with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in
12 this Action, the relevant discovery request(s), and a reasonably specific description of the
13 information requested; and

14 (3) make the information requested available for inspection by the Non-Party, if
15 requested.

16 (c) If the Non-Party fails to seek a protective order from this court within 14 days of
17 receiving the notice and accompanying information, the Receiving Party may produce the
18 Non-Party's confidential information responsive to the discovery request. If the Non-Party
19 timely seeks a protective order, the Receiving Party shall not produce any information in its
20 possession or control that is subject to the confidentiality agreement with the Non-Party before
21 a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the
22 burden and expense of seeking protection in this court of its Protected Material.

23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

4 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
5 PROTECTED MATERIAL

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

15 12. MISCELLANEOUS

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
17 person to seek its modification by the Court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this
19 Protective Order no Party waives any right it otherwise would have to object to
20 disclosing or producing any information or item on any ground not addressed in this
21 Stipulated Protective Order. Similarly, no Party waives any right to object on any
22 ground to use in evidence of any of the material covered by this Protective Order.

23 12.3 Filing Protected Material. A Party that seeks to file under seal any
24 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
25 only be filed under seal pursuant to a court order authorizing the sealing of the specific
26 Protected Material at issue. If a Party's request to file Protected Material under seal is
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1 denied by the court, then the Receiving Party may file the information in the public
2 record unless otherwise instructed by the court.

3 13. FINAL DISPOSITION

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

21 14. VIOLATION OF ORDER

22 Any violation of this Order may be punished by any and all appropriate
23 measures including, without limitation, contempt proceedings and/or monetary
24 sanctions.

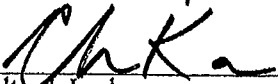
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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

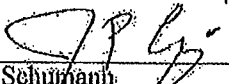
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DATED: 1/21/15



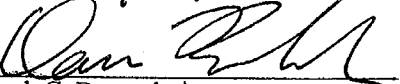
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LOREN MAVROMATI, M.M., ANNA MAVROMATI and CHRISTINA MAVROMATI

DATED: 1/21/15



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Attorneys for Defendants,
GLOBALSTAR, INC., AMAZON.COM, INC., AND SPOT, LLC

DATED: 1/21/15



Frank C. Brucculeri
Daniel Berberich
Attorneys for Defendant,
TRAVEL SAFETY GROUP LTD. DBA GEOS

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 1/22/15



Honorable Charles F. Eick
United States District Court Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, of _____, 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 Mavromati v. SPOT, LLC, et al., Case No 2:14-cv-03333-SJO (Ex). I agree to comply with and to be bound by all the terms of this Stipulated 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 Stipulated 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 Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____