

1 R. Bryan Martin (Bar No. 221684)
 2 *bmartin@hbblaw.com*
 3 Roxanne Irani (Bar No. 239457)
 4 *rirani@hbblaw.com*
 5 Haight Brown & Bonesteel, LLP
 2050 Main Street, Suite 600
 Irvine, California 92614-8261
 Telephone: 714.426.4600
 Facsimile: 714.754.0826

6 Scott Sarason, *Pro Hac Vice*
 7 *ssarason@rumberger.com*
 8 Michael Holt, *Pro Hac Vice*
 9 *mholt@rumberger.com*
 10 RUMBERGER, KIRK & CALDWELL, P.A.
 Brickell Bayview Centre, Suite 3000
 80 Southwest 8th Street
 Miami, FL 33130-3037
 Telephone: 305.358.5577
 Facsimile: 305.371.7580

11 Attorneys for Defendant
 12 BOMBARDIER RECREATIONAL PRODUCTS INC.
 13 (erroneously sued as "Bombardier Recreational Products, Inc.")

14 UNITED STATES DISTRICT COURT
 15 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

17 DANA CONRAD, 18 19 Plaintiff, 20 vs. 21 BRP US INC., SEA-DOO, and Does 1 to 100, 22 Defendants.) Case No. 2:14-CV-04383-SJO-E)) STIPULATION AND PROTECTIVE) ORDER)) Complaint Filed: March 5, 2014) Trial Date: September 15, 2015
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 24 The parties in this action, by and through their undersigned attorneys, hereby
 25 agree and stipulate as follows with regard to discovery in this action, which the
 26 parties acknowledge involve the confidential and/or proprietary information of
 27 defendant, BOMBARDIER RECREATIONAL PRODUCTS, INC. ("Bombardier").
 28 Good cause exists to enter a Protective Order. Bombardier is a company who

1 specializes in the manufacturing of personal watercrafts and other types of sporting
2 recreational vehicles. Because of the nature of Bombardier's business, certain
3 documents which may be sought to be produced in this litigation are confidential
4 and/or proprietary in that they constitute trade secrets, confidential corporate or
5 other confidential research development, or commercial information requiring a
6 specific need for a protective order before they are produced.

7 Based upon stipulation by the Plaintiff, Dana Conrad, and the Defendant,
8 Bombardier Recreational Products Inc., and their respective counsels, and it having
9 appeared to this Court that the parties have a mutual interest in the orderly and
10 prompt production of documents and materials, the Court enters this Agreed
11 Protective Order of Confidentiality. Each side has discussed with the other their
12 respective concerns about the propriety of designating certain information, such as
13 pricing, competitor information, and general trade secret information which the
14 Parties agree is confidential. The Parties, having weighed the issues related to
15 having a court decide the propriety of a confidentiality designation, have reached a
16 compromise. The compromise, as set forth below, provides for the protection of
17 such confidential information, a method available to challenge any designation of
18 confidentiality, and the exclusion of production of counsel's core work product.

19 **IT IS HEREBY ORDERED AND ADJUDGED THAT:** the following
20 procedures and provisions shall govern material/information produced by
21 Defendant, as set forth below:

22 1. Information obtained from Defendant in response to discovery requests
23 or from a witness that does not constitute trade secret, confidential corporate or
24 other confidential research development, or commercial information is not the
25 subject of this Order and production of such material will not be delayed while the
26 Parties discuss any appropriate method of handling Defendant's production of
27 confidential materials.

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1 2. No party to this action shall seek or request an Order to obtain counsel's
2 core work product, unless said party has a good faith basis to believe that the
3 information in dispute does not constitute core work product; and

4 3. For information obtained from Defendant in response to discovery
5 requests or from a witness that Defendant regards as confidential trade secrets or
6 other confidential research, development, or commercial information, such
7 confidential information shall be the subject of this Order and it is further agreed
8 that:

- 9 A. The confidential information shall be produced in a legible
10 format or in the best available copy;
- 11 B. The confidential information shall be produced with
12 "Confidential" and bates number placed on the information, but
13 any such markings must not cover or mark over any textual
14 material and be done in a manner that will not interfere with its
15 legibility;
- 16 C. The confidential information produced shall be stored in a secure
17 fashion to assure compliance with this order;
- 18 D. The requesting party may designate a competent person or entity
19 to serve as his or her agent to organize said data and to limit
20 distribution in accordance with this Order; and
- 21 E. This Order shall apply to such documents and written responses
22 even if they are marked as deposition exhibits or used at trial.

23 4. The following has been agreed to as to all confidential information that
24 is the subject of this Order:

- 25 A. All confidential information furnished shall be available to
26 counsel for the requesting party for use in this case only;
- 27 B. Such confidential information shall not be produced to any
28 commercial competitor or product manufacturer of the party
producing the data;
- C. Such confidential information may be provided to the court in
connection with consideration of any motion but shall be filed
with a request that it be placed under seal with the following
language:

CONFIDENTIAL

This envelope contains documents that are subject to a Protective Order entered by the Court in this action governing use of confidential discovery material. The envelope shall not be opened or the contents thereof displayed or revealed except by order of the Court. Violations may be regarded as contempt of Court;

- D. A party filing confidential information under seal must simultaneously submit a motion and accompanying order.
- E. The data produced hereto may not otherwise be sold, offered, advertised or publicized to any media representative or to any competitor of Defendant or others who might exploit the materials and information for economic gain;
- F. If protected material/information is discussed during a deposition or hearing, Defendant shall designate the appropriate portions thereof as confidential material/information by so indicating on the record during the deposition or hearing or by notice to all parties within 30 days of the hearing or deposition; and
- G. Any confidential material/information produced or disclosed in this action, and any information derived therefrom, shall not be disclosed or referenced to any person or entity not authorized to examine the documents and materials produced and who has not signed an Acknowledgment of Protective Order.

5. Should a requesting party dispute that materials produced constitute trade secret or other confidential research, development, or commercial information, said requesting party shall notify the producing party within thirty (30) days following receipt of said documents. The producing party may, within thirty (30) days, file a motion with the court for a determination that the materials are entitled to confidentiality. Under such circumstances, the producing party bears the burden of proving the propriety of designating an item as confidential. If a motion is brought, the materials shall be handled in accordance with this Order and the disputed documents will remain protected pending the Court's review and decision until the motion is ruled upon, and thereafter shall be subject to this Order if the court determines that the material is confidential research, development, or commercial information.

1 6. Confidential materials may be disclosed to attorneys or other office
2 personnel, experts, contractors, and consultants, working with counsel for the
3 requesting party in this case. In the event that anyone outside the confines of the
4 office of counsel is to receive information covered by this Stipulation, they must
5 sign an Acknowledgment of Protective Order, which must
6 be sent to the individual with a letter explaining the confidentiality terms of the
7 Agreed Protective Order and that they will be bound by those terms.

8 7. Counsel for the requesting party shall assure that anyone working in
9 his/her office or as his agent will be familiarized with the terms of this Order and be
10 instructed that they are bound by the Order.

11 8. Plaintiff, Plaintiff's counsel, technical consultants, and/or experts shall
12 not advertise nor otherwise publish that they have the information obtained through
13 the Defendant through discovery in this case, whether described specifically or
14 generally.

15 9. The requesting party shall maintain a list of the names of all persons
16 outside its firm to whom the information is disclosed until such time as all materials
17 covered by this Agreed Protective Order are returned to counsel for Defendant as set
18 forth in paragraph 10 of this Agreed Protective Order.

19 10. At the completion of the litigation, the confidential information
20 produced pursuant to this Agreed Protective Order, including all copies, the list
21 maintained in paragraph 9, a copy of all Acknowledgment of Protective Order
22 certifications, and a copy of all letters that accompanied all Acknowledgement of
23 Protective Order certifications shall be returned to Scott M. Sarason, Esquire,
24 counsel for Defendant. The Clerk may either return to Mr. Sarason or destroy any
25 confidential information sealed under this Order.

26 11. This Agreed Protective Order shall be entered of record with the Court
27 and be of the same force and effect as an order of the Court.

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1 **CONSENTED TO:**

2 Dated: October 14, 2014

LAW OFFICE OF BALL & YORKE

3
4
5 By: 

6 ALLEN R. BALL
7 BRETT YORKE
8 Attorneys for Plaintiff
9 DANA CONRAD

10 Dated: October 14, 2014

HAIGHT BROWN & BONESTEEL LLP

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12
13 By: 

14 R. BRYAN MARTIN
15 ROXANNE IRANI
16 Attorneys for Defendant
17 BOMBARDIER RECREATIONAL
18 PRODUCTS INC.

19 Dated: October 14, 2014

RUMBERGER, KIRK & CALDWELL, P.A.

20 By: 

21 SCOTT M. SARASON (*pro hac*)
22 MICHAEL R. HOLT (*pro hac*)
23 Attorneys for Defendant
24 BOMBARDIER RECREATIONAL
25 PRODUCTS INC.

26 **IT IS SO ORDERED.**

27 Dated: 11/18, 2014



District Court Judge

ACKNOWLEDGMENT OF PROTECTIVE ORDER

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I, _____, being first duly sworn, state that I reside at _____, County of _____, State of _____, and that I have received a copy of the Agreed Protective Order of Confidentiality ("Protective Order") entered in Dana Conrad v. Bombardier Recreational Products Inc., Case No. 2:14-CV-04383-SJO-E, United States District Court for the Central District of California – Western Division, and a copy of a letter explaining that Protective Order. I have read both of these documents and understand that I am subject to and bound by the terms of that Protective Order. I further understand that even though I am not a party to Kaylee Hunter v. Bombardier Recreational Products Inc., et al., Case 10-2639 JNE/FLN, the United States District Court for the District of Minnesota has jurisdiction and authority to enforce that Protective Order as it applies to me and my actions.

DATED this _____ day of _____, 2014.

SWORN AND SUBSCRIBED TO before me this _____ day of _____, 2014.

(Notary's signature)

(Print Notary's Name)

NOTARY PUBLIC, State of _____

My commission expires: