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

ROGER SCOTT,  
 Plaintiff,  
 vs.  
 BIMBO BAKERIES USA, INC., a  
 corporation; and DOES 1 through 10,  
 inclusive,  
 Defendants.

Case No. CV 14-5829-DMG (ASx)

**AMENDED JOINT STIPULATION  
 FOR PROTECTIVE ORDER  
 REGARDING THE  
 CONFIDENTIALITY OF  
 DISCOVERY MATERIALS**

1 1. PURPOSES AND LIMITATIONS

2 1.1 Good Cause. Disclosure and discovery activity in this action are likely  
3 to involve production of confidential, proprietary, or private information for which  
4 special protection from public disclosure and from use for any purpose other than  
5 prosecuting this litigation may be warranted. Specifically, disclosure and discovery  
6 activity in this action are likely to involve the production of pay records and  
7 confidential personal information, such as Social Security numbers, of individuals  
8 who are presently or were formerly employed by Defendant but who are not parties  
9 to this action. Public disclosure of this information would be invasive to the  
10 privacy rights of individuals who have not consented to be parties in this action and  
11 could possibly place such individuals at an increased risk of identity theft.  
12 Accordingly, the parties hereby stipulate to and petition the court to enter the  
13 following Stipulated Protective Order.

14 1.2 Scope of the Order. The parties acknowledge that this Order does not  
15 confer blanket protections on all disclosures or responses to discovery and that the  
16 protection it affords from public disclosure and use extends only to the limited  
17 information or items that are entitled to confidential treatment under the applicable  
18 legal principles. The parties further acknowledge, as set forth in Section 12.3,  
19 below, that this Stipulated Protective Order does not entitle them to file confidential  
20 information under seal; Local Rule 79-5 sets forth the procedures that must be  
21 followed and the standards that will be applied when a party seeks permission from  
22 the court to file material under seal.

23 2. DEFINITIONS

24 2.1 Challenging Party: a Party or Non-Party that challenges the  
25 designation of information or items under this Order.

26 2.2 “CONFIDENTIAL” Information or Items: information (regardless of  
27 how it is generated, stored or maintained) or tangible things that qualify for  
28 protection under Federal Rule of Civil Procedure 26(c). Such documents and data

1 include, without limitation, policies, employment records, payroll records,  
2 financial/accounting records of any party, and time-keeping data.

3       2.3 “COUNSEL ONLY” Information or Items: information (regardless of  
4 how it is generated, stored or maintained) or tangible things that qualify for  
5 protection under Federal Rule of Civil Procedure 26(c) and that the parties limit  
6 access to Counsel. Such documents and data include, without limitation, those that  
7 contain confidential compensation, benefits, work hours, and other personal  
8 information pertaining to other employees of Defendant.

9       2.4 Counsel (without qualifier): Outside Counsel of Record and House  
10 Counsel (as well as their support staff).

11       2.5 Designating Party: a Party or Non-Party that designates information or  
12 items that it produces in disclosures or in responses to discovery as “COUNSEL  
13 ONLY” or “CONFIDENTIAL.”

14       2.6 Disclosure or Discovery Material: all items or information, regardless  
15 of the medium or manner in which it is generated, stored, or maintained (including,  
16 among other things, testimony, transcripts, and tangible things), that are produced  
17 or generated in disclosures or responses to discovery in this matter.

18       2.7 Expert: a person with specialized knowledge or experience in a matter  
19 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
20 an expert witness or as a consultant in this action.

21       2.8 House Counsel: attorneys who are employees of a party to this action.  
22 House Counsel does not include Outside Counsel of Record or any other outside  
23 counsel.

24       2.9 Non-Party: any natural person, partnership, corporation, association, or  
25 other legal entity not named as a Party to this action.

26       2.10 Outside Counsel of Record: attorneys who are not employees of a  
27 party to this action but are retained to represent or advise a party to this action and  
28 have appeared in this action on behalf of that party or are affiliated with a law firm

1 which has appeared on behalf of that party. The term “Outside Counsel of Record”  
2 includes support staff, including (but not limited to) paralegals and legal secretaries.

3 2.11 Party: any party to this action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and their  
5 support staffs).

6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
7 Discovery Material in this action.

8 2.13 Professional Vendors: persons or entities that provide litigation  
9 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
11 and their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is  
13 designated as “COUNSEL ONLY” or “CONFIDENTIAL.”

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
15 Material from a Producing Party.

### 16 3. SCOPE

17 The protections conferred by this Stipulation and Order cover not only  
18 Protected Material (as defined above), but also (1) any information copied or  
19 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
20 compilations of Protected Material; and (3) any testimony, conversations, or  
21 presentations by Parties or their Counsel that might reveal Protected Material.

22 However, the protections conferred by this Stipulation and Order do not cover the  
23 following information: (a) any information that is in the public domain at the time  
24 of disclosure to a Receiving Party or becomes part of the public domain after its  
25 disclosure to a Receiving Party as a result of publication not involving a violation  
26 of this Order, including becoming part of the public record through trial or  
27 otherwise; and (b) any information known to the Receiving Party prior to the  
28 disclosure or obtained by the Receiving Party after the disclosure from a source

1 who obtained the information lawfully and under no obligation of confidentiality to  
2 the Designating Party. Any use of Protected Material at trial shall be governed by  
3 the orders of the trial judge. This Order does not govern the use of Protected  
4 Material at trial.

5 4. DURATION

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

14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

23 Mass, indiscriminate, or routinized designations are prohibited. Designations  
24 that are shown to be clearly unjustified or that have been made for an improper  
25 purpose (e.g., to unnecessarily encumber or retard the case development process or  
26 to impose unnecessary expenses and burdens on other parties) expose the  
27 Designating Party to sanctions.

28

1 If it comes to a Designating Party's attention that information or items that it  
2 designated for protection do not qualify for protection, that Designating Party must  
3 promptly notify all other Parties that it is withdrawing the mistaken designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in  
5 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise  
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
7 under this Order must be clearly so designated before the material is disclosed or  
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (*e.g.*, paper or electronic documents,  
11 but excluding transcripts of depositions or other pretrial or trial proceedings), that  
12 the Producing Party affix the legend "COUNSEL ONLY" or "CONFIDENTIAL"  
13 to each page that contains protected material. If only a portion or portions of the  
14 material on a page qualifies for protection, the Producing Party also must clearly  
15 identify the protected portion(s) (*e.g.*, by making appropriate markings in the  
16 margins). A Party or Non-Party that makes original documents or materials  
17 available for inspection need not designate them for protection until after the  
18 inspecting Party has indicated which material it would like copied and produced.  
19 During the inspection and before the designation, all of the material made available  
20 for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has  
21 identified the documents it wants copied and produced, the Producing Party must  
22 determine which documents, or portions thereof, qualify for protection under this  
23 Order. Then, before producing the specified documents, the Producing Party must  
24 affix the "COUNSEL ONLY" or "CONFIDENTIAL" legend to each page that  
25 contains Protected Material. If only a portion or portions of the material on a page  
26 qualifies for protection, the Producing Party also must clearly identify the protected  
27 portion(s) (*e.g.*, by making appropriate markings in the margins).

1 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
2 that the Designating Party identify on the record, before the close of the deposition,  
3 hearing, or other proceeding, all protected testimony.

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

10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
11 failure to designate qualified information or items does not, standing alone, waive  
12 the Designating Party’s right to secure protection under this Order for such  
13 material. Upon timely correction of a designation, the Receiving Party must make  
14 reasonable efforts to assure that the material is treated in accordance with the  
15 provisions of this Order.

16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1 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. Unless a prompt challenge to a Designating Party’s  
20 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,  
21 unnecessary economic burdens, or a significant disruption or delay of the litigation,  
22 a Party does not waive its right to challenge a confidentiality designation by  
23 electing not to mount a challenge promptly after the original designation is  
24 disclosed.

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
26 resolution process by providing written notice of each designation it is challenging  
27 and describing the basis for each challenge and in conformity with Local Rule 37.1  
28 et. seq. To avoid ambiguity as to whether a challenge has been made, the written

1 notice must recite that the challenge to confidentiality is being made in accordance  
2 with this specific paragraph of the Protective Order. The parties shall attempt to  
3 resolve each challenge in good faith and must begin the process by conferring  
4 directly (in voice to voice dialogue; other forms of communication are not  
5 sufficient) within 14 days of the date of service of notice. In conferring, the  
6 Challenging Party must explain the basis for its belief that the confidentiality  
7 designation was not proper and must give the Designating Party an opportunity to  
8 review the designated material, to reconsider the circumstances, and, if no change  
9 in designation is offered, to explain the basis for the chosen designation. A  
10 Challenging Party may proceed to the next stage of the challenge process only if it  
11 has engaged in this meet and confer process first or establishes that the Designating  
12 Party is unwilling to participate in the meet and confer process in a timely manner.

13       6.3 Judicial Intervention. If the Parties cannot resolve a challenge without  
14 court intervention, the Designating Party shall file and serve a motion to retain  
15 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule  
16 79-5, if applicable) within 21 days of the initial notice of challenge or within 14  
17 days of the parties agreeing that the meet and confer process will not resolve their  
18 dispute, whichever is earlier. Each such motion must be accompanied by a  
19 competent declaration affirming that the movant has complied with the meet and  
20 confer requirements imposed in the preceding paragraph. Failure by the  
21 Designating Party to make such a motion including the required declaration within  
22 21 days (or 14 days, if applicable) shall automatically waive the confidentiality  
23 designation for each challenged designation. In addition, the Challenging Party may  
24 file a motion challenging a confidentiality designation at any time if there is good  
25 cause for doing so, including a challenge to the designation of a deposition  
26 transcript or any portions thereof. Any motion brought pursuant to this provision  
27 must be accompanied by a competent declaration affirming that the movant has



1 complied with the meet and confer requirements imposed by the preceding  
2 paragraph.

3 The burden of persuasion in any such challenge proceeding shall be on the  
4 Designating Party. Frivolous challenges, and those made for an improper purpose  
5 (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may  
6 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
7 the confidentiality designation by failing to file a motion to retain confidentiality as  
8 described above, all parties shall continue to afford the material in question the  
9 level of protection to which it is entitled under the Producing Party's designation  
10 until the court rules on the challenge.

## 11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

12 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
13 disclosed or produced by another Party or by a Non-Party in connection with this  
14 case only for prosecuting, defending, or attempting to settle this litigation. Such  
15 Protected Material may be disclosed only to the categories of persons and under the  
16 conditions described in this Order. When the litigation has been terminated, a  
17 Receiving Party must comply with the provisions of Section 13 below (FINAL  
18 DISPOSITION).

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

22 7.2 Disclosure of "COUNSEL ONLY" Information or Items. All  
23 information and documents designated as "COUNSEL ONLY" shall be used only  
24 for the purposes of this action and shall not be used for any other purpose except  
25 upon written consent of the designating party or order of the Court. All  
26 information, data, and documents produced by Defendant for purposes of mediation  
27 shall be designated as "COUNSEL ONLY" without objection by Plaintiff or his  
28 counsel. Unless otherwise ordered by the court or permitted in writing by the

1 Designating Party, a Receiving Party may disclose any information or item  
2 designated “COUNSEL ONLY” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
4 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
5 disclose the information for this litigation and who have signed the  
6 “Acknowledgment and Agreement to Be Bound” that is attached hereto as  
7 Exhibit A;

8 (b) the House Counsel of the Receiving Party to whom disclosure is  
9 reasonably necessary for this litigation and who have signed the “Acknowledgment  
10 and Agreement to Be Bound” (Exhibit A);

11 (c) Experts (as defined in this Order) of the Receiving Party to whom  
12 disclosure is reasonably necessary for this litigation and who have signed the  
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (d) the court and its personnel;

15 (e) during their depositions, witnesses in the action to whom disclosure is  
16 reasonably necessary, provided that all individual identifier information and all  
17 individual compensation and benefits information pertaining to individuals other  
18 than Plaintiff is redacted before the document(s) or information designated for  
19 “COUNSEL ONLY” is shared with the witness(es) and only if, prior to any such  
20 dissemination, the witness(es) have signed the “Acknowledgment and Agreement  
21 to Be Bound” (Exhibit A). Pages of transcribed deposition testimony or exhibits to  
22 depositions that reveal Protected Material must be separately bound by the court  
23 reporter and may not be disclosed to anyone except as permitted under this  
24 Stipulated Protective Order;

25 (f) any person who was involved in the preparation of the document or  
26 information;

27 (g) any other person, entity, or firm with the prior written consent of all  
28 parties; or

1 (h) any mediator selected by the parties.

2 7.3 Disclosure of “CONFIDENTIAL” Information or Items. All  
3 information and documents designated as “CONFIDENTIAL” shall be used only  
4 for the purposes of this action and shall not be used for any other purpose except  
5 upon written consent of the designating party or order of the Court. Unless  
6 otherwise ordered by the court or permitted in writing by the Designating Party, a  
7 Receiving Party may disclose any information or item designated  
8 “CONFIDENTIAL” only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
10 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
11 disclose the information for this litigation and who have signed the  
12 “Acknowledgment and Agreement to Be Bound” that is attached hereto as  
13 Exhibit A;

14 (b) the officers, directors, and employees (including House Counsel) of the  
15 Receiving Party to whom disclosure is reasonably necessary for this litigation and  
16 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (c) Experts (as defined in this Order) of the Receiving Party to whom  
18 disclosure is reasonably necessary for this litigation and who have signed the  
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (d) the court and its personnel;

21 (e) court reporters and their staff, professional jury or trial consultants, mock  
22 jurors, and Professional Vendors to whom disclosure is reasonably necessary for  
23 this litigation and who have signed the “Acknowledgment and Agreement to Be  
24 Bound” (Exhibit A);

25 (f) during their depositions, witnesses in the action to whom disclosure is  
26 reasonably necessary and who have signed the “Acknowledgment and Agreement  
27 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or  
28 ordered by the court. Pages of transcribed deposition testimony or exhibits to

1 depositions that reveal Protected Material must be separately bound by the court  
2 reporter and may not be disclosed to anyone except as permitted under this  
3 Stipulated Protective Order;

4 (g) any person who was involved in the preparation of the document or  
5 information;

6 (h) any other person, entity, or firm with the prior written consent of all  
7 parties; or

8 (i) any mediator selected by the parties.

9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
10 PRODUCED IN OTHER LITIGATION

11 If a Party is served with a subpoena or a court order issued in other litigation  
12 that compels disclosure of any information or items designated in this action as  
13 “COUNSEL ONLY” or “CONFIDENTIAL,” that Party must:

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

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

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

22 If the Designating Party timely seeks a protective order, the Party served with the  
23 subpoena or court order shall not produce any information designated in this action  
24 as “COUNSEL ONLY” or “CONFIDENTIAL” before a determination by the court  
25 from which the subpoena or order issued, unless the Party has obtained the  
26 Designating Party’s permission. The Designating Party shall bear the burden and  
27 expense of seeking protection in that court of its “COUNSEL ONLY” or  
28 “CONFIDENTIAL” material – and nothing in these provisions should be construed

1 as authorizing or encouraging a Receiving Party in this action to disobey a lawful  
2 directive from another court.

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

5 (a) The terms of this Order are applicable to information produced by a Non-  
6 Party in this action and designated as "COUNSEL ONLY" or "CONFIDENTIAL."  
7 Such information produced by Non-Parties in connection with this litigation is  
8 protected by the remedies and relief provided by this Order. Nothing in these  
9 provisions should be construed as prohibiting a Non-Party from seeking additional  
10 protections.

11 (b) In the event that a Party is required, by a valid discovery request, to  
12 produce a Non-Party's "COUNSEL ONLY" or "CONFIDENTIAL" information in  
13 its possession, and the Party is subject to an agreement with the Non-Party not to  
14 produce the Non-Party's "COUNSEL ONLY" or "CONFIDENTIAL" information,  
15 then the Party shall:

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

19 (2) promptly provide the Non-Party with a copy of the Stipulated  
20 Protective Order in this litigation, the relevant discovery request(s), and a  
21 reasonably specific description of the information requested; and

22 (3) make the information requested available for inspection by the  
23 Non-Party.

24 (c) If the Non-Party fails to object or seek a protective order from this court  
25 within 14 days of receiving the notice and accompanying information, the  
26 Receiving Party may produce the Non-Party's "COUNSEL ONLY" or  
27 "CONFIDENTIAL" information responsive to the discovery request. If the Non-  
28 Party timely seeks a protective order, the Receiving Party shall not produce any

1 information in its possession or control that is subject to the confidentiality  
2 agreement with the Non-Party before a determination by the court. Absent a court  
3 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
4 protection in this court of its Protected Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

14 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
15 PROTECTED MATERIAL

16 When a Producing Party gives notice to Receiving Parties that certain  
17 inadvertently produced material is subject to a claim of privilege or other  
18 protection, the obligations of the Receiving Parties are those set forth in Federal  
19 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
20 whatever procedure may be established in an e-discovery order that provides for  
21 production without prior privilege review. Pursuant to Federal Rule of Evidence  
22 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
23 of a communication or information covered by the attorney-client privilege or work  
24 product protection, the parties may incorporate their agreement in the stipulated  
25 protective order submitted to the court.

26 12. MISCELLANEOUS

27 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
28 person to seek its modification by the court in the future.

1           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
2 Protective Order no Party waives any right it otherwise would have to object to  
3 disclosing or producing any information or item on any ground not addressed in  
4 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
5 any ground to use in evidence of any of the material covered by this Protective  
6 Order.

7           12.3 Filing Protected Material. Without written permission from the  
8 Designating Party or a court order secured after appropriate notice to all interested  
9 persons, a Party may not file in the public record in this action any Protected  
10 Material. A Party that seeks to file under seal any Protected Material must comply  
11 with Civil Local Rule 79-5. Protected Material may only be filed under seal  
12 pursuant to a court order authorizing the sealing of the specific Protected Material  
13 at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a  
14 request establishing that the Protected Material at issue is privileged, protectable as  
15 a trade secret, or otherwise entitled to protection under the law. If a Receiving  
16 Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-  
17 5.1 is denied by the court, then the Receiving Party may file the information in the  
18 public record in accordance with the Civil Local Rules unless otherwise instructed  
19 by the court.

20       13. FINAL DISPOSITION

21           Within 60 days after the final disposition of this action, as defined in  
22 paragraph 4, each Receiving Party must return all Protected Material to the  
23 Producing Party or destroy such material. As used in this subdivision, “all Protected  
24 Material” includes all copies, abstracts, compilations, summaries, and any other  
25 format reproducing or capturing any of the Protected Material. Whether the  
26 Protected Material is returned or destroyed, the Receiving Party must submit a  
27 written certification to the Producing Party (and, if not the same person or entity, to  
28 the Designating Party) by the 60 day deadline that (1) identifies (by category, where

1 appropriate) all the Protected Material that was returned or destroyed and (2)  
2 affirms that the Receiving Party has not retained any copies, abstracts,  
3 compilations, summaries or any other format reproducing or capturing any of the  
4 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
5 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
6 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
7 reports, attorney work product, and consultant and expert work product, even if  
8 such materials contain Protected Material. Any such archival copies that contain or  
9 constitute Protected Material remain subject to this Protective Order as set forth in  
10 Section 4 (DURATION). In addition to these obligations, within forty-five (45)  
11 days after the completion of the mediation, if any, Plaintiffs' counsel shall retrieve  
12 from their files and from all experts they have retained all copies of data and  
13 spreadsheets provided by Defendant to Plaintiffs' counsel for purposes of  
14 mediation, as well as all other compilations, lists or summaries of those materials,  
15 and shall return all such materials to Defendant or certify in writing to Defendant  
16 that all such materials have been destroyed, which shall include completely erasing  
17 all copies of the materials from computer databanks, hard drives, external drives,  
18 and disks.

19 To the extent that any information and documents designated as "COUNSEL  
20 ONLY" or "CONFIDENTIAL" are produced by a party in connection with any  
21 mediation in this action, the receiving counsel shall not forward any electronic  
22 copies or hard copies of such documents to anyone else, other than experts, and  
23 shall return such documents and all copies thereof immediately upon the conclusion  
24 of the mediation or after the dismissal of certain claims and shall not retain any  
25 copies, summaries, or electronic images of such documents. Notwithstanding the  
26 foregoing, the parties may mutually agree to extend the time for the return of such  
27 documents to facilitate continued settlement discussions, if any.





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**FILER’S ATTESTATION**

I, Michael Puma, am the ECF user whose identification and password are being used to file the Joint Stipulation for Protective Order Regarding the Confidentiality of Discovery. In compliance with Local Rule 5-4.3.4(a)(2)(i), I hereby attest that William L. Marder concurs in this filing.

/s/ Michael J. Puma  
Michael J. Puma  
Attorneys for Defendant  
BIMBO BAKERIES USA, INC.

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
5 that I have read in its entirety and understand the Stipulated Protective Order that  
6 was issued by the United States District Court for the Central District of California  
7 on [date] in the case of \_\_\_\_\_ [insert formal name of the case and the  
8 number and initials assigned to it by the court]. I agree to comply with and to be  
9 bound by all the terms of this Stipulated Protective Order and I understand and  
10 acknowledge that failure to so comply could expose me to sanctions and  
11 punishment in the nature of contempt. I solemnly promise that I will not disclose in  
12 any manner any information or item that is subject to this Stipulated Protective  
13 Order to any person or entity except in strict compliance with the provisions of this  
14 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.

19 I hereby appoint \_\_\_\_\_ [print or type full name] of  
20 \_\_\_\_\_ [print or type full address and  
21 telephone number] as my California agent for service of process in connection with  
22 this action or any proceedings related to enforcement of this Stipulated Protective  
23 Order.

24 Date: \_\_\_\_\_

25 City and State where sworn and signed: \_\_\_\_\_

26 Printed name: \_\_\_\_\_

27 Signature: \_\_\_\_\_