

The parties are expressly cautioned that the designation of any information, document or thing as "Confidential" or other designation(s) used by the parties does not, in and of itself, create any entitlement to file such information, document, or thing, in whole or in part, under seal. Accordingly, reference to this Protective Order or to the parties' designation of any information, document, or thing as or other designation(s) used by the parties, is wholly insufficient to warrant a filing under seal.

There is a strong presumption that the public has a right of access to judicial proceedings and records in civil cases. In connection with non-dispositive motions, good cause must be shown to support a filing under seal. The parties' mere designation of any information, document, or thing as "Confidential" or other designation(s) used by parties, does not – without the submission of competent evidence, in the form of a declaration or declarations, establishing that the material sought to be filed under seal qualifies as confidential, privileged, or otherwise protectable – constitute good cause.

16 Further, if sealing is requested in connection with a dispositive motion or trial, then compelling reasons, as opposed to good cause, for the sealing must be 17 shown, and the relief sought shall be narrowly tailored to serve the specific 18 19 interest to be protected. See Pintos v. Pacific Creditors Ass'n, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of information, document, or thing 20sought to be filed or introduced under seal in connection with a dispositive motion 21 or trial, the party seeking protection must articulate compelling reasons, supported 22 by specific facts and legal justifications, for the requested sealing order. Again, 23 competent evidence supporting the application to file documents under seal must 24 be provided by declaration. 25

Any document that is not confidential, privileged, or otherwise protectable in its entirety will not be filed under seal if the confidential portions can be redacted. If documents can be redacted, then a redacted version for public

Case No.: 2:14-CV-07447 AB(FFMx)

STIPULATION AND PROTECTIVE ORDER

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viewing, omitting only the confidential, privileged, or otherwise protectable
 portions of the document, shall be filed. Any application that seeks to file
 documents under seal in their entirety should include an explanation of why
 redaction is not feasible.

Notwithstanding any other provision of this Protective Order, in the event
that this case proceeds to trial, all information, documents and things discussed or
introduced into evidence at trial will become public and available to all members
of the public, including the press, unless sufficient cause is shown in advance of
trial to proceed otherwise.

10 1. In this Stipulation and Protective Order, the words set forth below11 shall have the following meanings:

a. "Proceeding" collectively refers to the above-entitled
proceedings, which are identified by Case Number: 2:14-CV-07447 AB (VBK).

b. "Court" means the Hon. Andre Birotte, Jr., or any other judge to which this Proceeding may be assigned, including a Magistrate Judge and/or Court staff participating in such proceedings.

c. "Confidential" means any information which is in the
possession of a Designating Party who believes in good faith that such
information is entitled to confidential treatment under applicable law and/or
contains confidential information which would cause substantial harm if disclosed
to a competitor or the general public.

d. "Confidential Materials" means any Documents, Testimony or
Information as defined below designated as "Confidential" pursuant to the
provisions of this Stipulation and Protective Order.

e. "Designating Party" means the Party that designates Materials
as "Confidential."

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Case No.: 2:14-CV-07447 AB(FFMx)

STIPULATION AND PROTECTIVE ORDER

f. "Disclose" or "Disclosed" or "Disclosure" means to reveal,
 divulge, give, or make available Materials, or any part thereof, or any information
 contained therein.

g. "Documents" means (i) any writings, originals and duplicates
which have been produced in discovery in this Proceeding by any person, and (ii)
any copies, reproductions, or summaries of all or any part of the foregoing.

h. "Information" means the content of Documents or Testimony.
i. "Testimony" means all depositions, declarations, or other testimony taken or used in this Proceeding.

2. The Designating Party shall have the right to designate as "Confidential" any Documents, Testimony, or Information that the Designating Party in good faith believes to contain non-public information that is entitled to such confidential treatment under applicable law.

The entry of this Stipulation and Protective Order does not alter,
waive, modify, or abridge any right, privilege, or protection otherwise available to
any Party with respect to the discovery of matters, including but not limited to any
Party's right to assert the attorney-client privilege, the attorney work product
doctrine, or other privileges, or any Party's right to contest any such assertion.

4. Any Documents, Testimony, or Information to be designated as
"Confidential" must be clearly so designated before the Document, Testimony, or
Information is Disclosed or produced. The parties may agree that the case name
and number are to be part of the "Confidential" designation. The "Confidential"
designation should not obscure or interfere with the legibility of the designated
Information.

a. For Documents (apart from transcripts of depositions or other
pretrial or trial proceedings), the Designating Party must affix the legend
"Confidential" on each page of any Document containing such designated
Confidential Material.

Case No.: 2:14-CV-07447 AB(FFMx)



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b. For Testimony given in depositions the Designating Party shall 1 2 Identify on the record, before the close of the deposition, all "Confidential" 3 Testimony, by specifying all portions of the Testimony that qualify as "Confidential" or designate the entirety of the Testimony at the deposition as 4 5 "Confidential" (before the deposition is concluded) with the right to identify more 6 specific portions of the Testimony as to which protection is sought within 30 days 7 following receipt of the deposition transcript. In circumstances where portions of 8 the deposition Testimony are designated for protection, the transcript pages 9 containing "Confidential" Information may be separately bound by the court reporter, who must affix to the top of each page the legend "Confidential," as 10 11 instructed by the Designating Party.

c. For Information produced in some form other than Documents, and for any other tangible items, including, without limitation, compact discs or DVDs, the Designating Party must affix in a prominent place on the exterior of the container or containers in which the Information or item is stored the legend "Confidential." If only portions of the Information or item warrant protection, the Designating Party, to the extent practicable, shall identify the "Confidential" portions.

5. 19 The inadvertent production by any of the undersigned Parties or non-Parties to the Proceedings of any Document, Testimony, or Information during 20discovery in this Proceeding without a "Confidential" designation, shall be 21 22 without prejudice to any claim that such item is "Confidential" and such Party 23 shall not be held to have waived any rights by such inadvertent production. In the event that any Document, Testimony, or Information that is subject to a 24"Confidential" designation is inadvertently produced without such designation, 25 26 the Party that inadvertently produced the document shall give written notice of 27 such inadvertent production within twenty (20) days of discovery of the 28 inadvertent production, together with a further copy of the subject Document,

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1 Testimony, or Information designated as "Confidential" (the "Inadvertent 2 Production Notice"). Upon receipt of such Inadvertent Production Notice, the 3 Party that received the inadvertently produced Document, Testimony, or Information shall promptly destroy the inadvertently produced Document, 4 5 Testimony, or Information and all copies thereof, or, at the expense of the producing Party, return such together with all copies of such Document, 6 7 Testimony, or Information to counsel for the producing Party and shall retain only the "Confidential" designated Materials. Should the receiving Party choose to 8 9 destroy such inadvertently produced Document, Testimony, or Information, the receiving Party shall notify the producing Party in writing of such destruction 10 11 within ten (10) days of receipt of written notice of the inadvertent production. This 12 provision is not intended to apply to any inadvertent production of any Information protected by attorney-client or work product privileges. 13

14 6. In the event that counsel for a Party receiving Documents, 15 Testimony, or Information in discovery designated as "Confidential" objects to 16 such designation with respect to any or all of such items, said counsel shall advise 17 counsel for the Designating Party, in writing, of such objections, the specific Documents, Testimony, or Information to which each objection pertains, and the 18 specific reasons and support for such objections (the "Designation Objections"). 19 Counsel for the Designating Party shall have thirty (30) days from receipt of the 20written Designation Objections to either (a) agree in writing to de-designate 21 22 Documents, Testimony, or Information pursuant to any or all of the Designation Objections and/or (b) file a motion with the Court seeking to uphold any or all 23 designations on Documents, Testimony, or Information addressed by the 24 25 Designation Objections (the "Designation Motion"). Pending a resolution of the Designation Motion by the Court, any and all existing designations on the 26 Documents, Testimony, or Information at issue in such Motion shall remain in 27 28 place. The Designating Party shall have the burden on any Designation Motion of

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Case No.: 2:14-CV-07447 AB(FFMx)

STIPULATION AND PROTECTIVE ORDER

establishing the applicability of its "Confidential" designation. In the event that
 the Designation Objections are neither timely agreed to nor timely addressed in
 the Designation Motion, then such Documents, Testimony or Information shall be
 de-designated in accordance with the Designation Objection applicable to such
 material.

7. Access to, Use of, and/or Disclosure of Confidential Materials designated as "Confidential" shall be permitted only to/by the following persons:

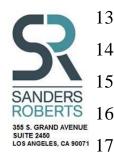
a. the Court;

b. (1) Attorneys of record in the Proceedings and their affiliated attorneys, paralegals, clerical and secretarial staff employed by such attorneys who are actively involved in the Proceedings and are not employees of any Party. (2) In-house counsel to the undersigned Parties and the paralegal, clerical and secretarial staff employed by such counsel. Provided, however, that each nonlawyer given access to Confidential Materials shall be advised that such Materials are being Disclosed pursuant to, and are subject to, the terms of this Stipulation and Protective Order and that they may not be Disclosed other than pursuant to its terms;

18 c. those officers, directors, partners, members, employees, and 19 agents of all non-designating Parties that counsel for such Parties deems necessary 20 to aid counsel in the prosecution and defense of this Proceeding; provided, 21 however, that prior to the Disclosure of Confidential Materials to any such officer, 22 director, partner, member, employee, or agent, counsel for the Party making the 23 Disclosure shall deliver a copy of this Stipulation and Protective Order to such 24 person, shall explain that such person is bound to follow the terms of such Order, 25 and shall secure the signature of such person on a statement in the form attached 26 hereto as Exhibit A. It shall be the obligation of counsel, upon learning of any 27 breach or threatened breach of this Stipulation and Protective Order by any such

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Case No.: 2:14-CV-07447 AB(FFMx)



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person, to promptly notify counsel for the Designating Party of such breach or
 threatened breach;

3 d. court reporters and other court personnel and videographers in
4 this Proceeding (whether at depositions, hearings, or any other proceeding);

e. any deposition, trial, or hearing witness in the Proceeding who
previously has had access to the Confidential Materials, or who is currently or was
previously an officer, director, partner, member, employee, or agent of an entity
that has had access to the Confidential Materials;

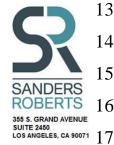
f. any deposition or non-trial hearing witness in the Proceeding who previously did not have access to the Confidential Materials; provided, however, that each such witness given access to Confidential Materials shall be advised that such Materials are being Disclosed pursuant to, and are subject to, the terms of this Stipulation and Protective Order and that they may not be Disclosed other than pursuant to its terms.

h. outside experts or expert consultants consulted by the undersigned Parties or their counsel in connection with the Proceeding, whether or not retained to testify at any oral hearing; provided, however, that prior to the Disclosure of Confidential Materials to any such expert or expert consultant, 18 counsel for the Party making the Disclosure shall deliver a copy of this Stipulation 19 20and Protective Order to such person, shall explain its terms to such person, and shall secure the signature of such person on a statement in the form attached 21 22 hereto as Exhibit A. It shall be the obligation of counsel, upon learning of any 23 breach or threatened breach of this Stipulation and Protective Order by any such 24 expert or expert consultant, to promptly notify counsel for the Designating Party 25 of such breach or threatened breach;

i. Personnel of third party vendors engaged by a party or by
counsel for a party to assist counsel in (i) the copying, coding, imaging or other
management of documents produced in discovery in this litigation or of associated

Case No.: 2:14-CV-07447 AB(FFMx)

STIPULATION AND PROTECTIVE ORDER



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databases; or (ii) in the preparation of demonstrative exhibits or other visual aids
for presentation at a hearing or trial provided, however, that no person who is a
party or a director, officer, managing agent, or other employee of a party may be
retained as a third party vendor within the meaning of this paragraph and that
paragraph 7(g) of this Protective Order are complied with; and

j. any other person that the Designating Party agrees to in writing.

8 8. Confidential Materials shall be used by the persons receiving them
9 only for the purposes of preparing for, conducting, participating in the conduct of,
10 and/or prosecuting and/or defending the Proceeding, and not for any business or
11 other purpose whatsoever.

9. Any Party to the Proceeding (or other person subject to the terms of this Stipulation and Protective Order) may ask the Court, after appropriate notice to the other Parties to the Proceeding, to modify or grant relief from any provision of this Stipulation and Protective Order.

16 10. Entering into, agreeing to, and/or complying with the terms of this17 Stipulation and Protective Order shall not;

a. operate as an admission by any person that any particular
Document, Testimony or Information marked "Confidential" contains or reflects
trade secrets, proprietary, confidential, or competitively sensitive business,
commercial, financial, or personal information; or prejudice in any way the right
of any Party (or any other person subject to the terms of this Stipulation and
Protective Order):

i. to seek a determination by the Court of whether any
particular Confidential Material should be subject to protection as "Confidential"
under the terms of this Stipulation and Protective Order; or

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- 9- Case No.: 2:14-CV-07447 AB(FFMx) STIPULATION AND PROTECTIVE ORDER

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ii. to seek relief from the Court on appropriate notice to all other Parties to the Proceeding from any provision(s) of this Stipulation and 2 3 Protective Order, either generally or as to any particular Document, Material, or 4 Information.

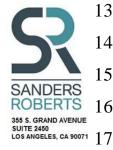
11. Any Party to the Proceeding who has not executed this Stipulation 5 and Protective Order as of the time it is presented to the Court for signature may 6 7 thereafter become a Party to this Stipulation and Protective Order by its counsel's 8 signing and dating a copy thereof and filing the same with the Court, and serving 9 copies of such signed and dated copy upon the other Parties to this Stipulation and Protective Order. 10

11 12. Any Information that may be produced by a non-Party witness in discovery in the Proceeding pursuant to subpoena or otherwise may be designated 12 by such non-Party as "Confidential" under the terms of this Stipulation and Protective Order, and any such designation by a non-Party shall have the same force and effect, and create the same duties and obligations, as if made by one of the undersigned Parties hereto. Any such designation shall also function as a consent by such producing Party to the authority of the Court in the Proceeding to resolve and conclusively determine any motion or other application made by any 18 person or Party with respect to such designation, or any other matter otherwise 19 arising under this Stipulation and Protective Order. 20

If any person subject to this Stipulation and Protective Order who has 13. 21 custody of any Confidential Materials receives a subpoena or other process 22 ("Subpoena") from any government or other person or entity demanding 23 production of Confidential Materials, the recipient of the Subpoena shall promptly 24 give notice of the same by electronic mail transmission, followed by either 25 express mail or overnight delivery, to counsel of record for the Designating Party, 26 and shall furnish such counsel with a copy of the Subpoena. Upon receipt of this 27 notice, the Designating Party may, in its sole discretion and at its own cost, move 28

> - 10-Case No.: 2:14-CV-07447 AB(FFMx)

STIPULATION AND PROTECTIVE ORDER



1 to quash or limit the Subpoena, otherwise oppose production of the Confidential 2 Materials, and/or seek to obtain confidential treatment of such Confidential 3 Materials from the subpoending person or entity to the fullest extent available 4 under law. The recipient of the Subpoena may not produce any Documents, Testimony, or Information pursuant to the Subpoena prior to the date specified for 5 production on the Subpoena. 6

7 14. Nothing in this Stipulation and Protective Order shall be construed to preclude either Party from asserting in good faith that certain Confidential 8 Materials require additional protection. The Parties shall meet and confer to agree 9 upon the terms of such additional protection. 10

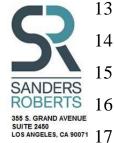
15. If, after execution of this Stipulation and Protective Order, any Confidential Materials submitted by a Designating Party under the terms of this Stipulation and Protective Order are Disclosed by a non-Designating Party to any person other than in the manner authorized in this Protective Order, the non-Designating Party must immediately: (a) notify in writing the Designating Party of the unauthorized disclosures; (b) use its best efforts to retrieve all unauthorized copies of the Protected Material; (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Protective Order; and 18 (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

16. This Stipulation and Protective Order is entered into without prejudice 21 to the right of any Party to knowingly waive the applicability of this Stipulation 22 and Protective Order to any Confidential Materials designated by that Party. If the 23 Designating Party uses Confidential Materials in a non-Confidential manner, then 24 the Designating Party shall advise that the designation no longer applies. 25

17. Where any Confidential Materials, or Information derived from 26 Confidential Materials, is included in any motion or other proceeding governed 27 by California Rules of Court, Rules 2.550 and 2.551, the party shall follow those 28

> Case No.: 2:14-CV-07447 AB(FFMx) - 11-

STIPULATION AND PROTECTIVE ORDER



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1 rules. With respect to discovery motions or other proceedings not governed by California Rules of Court, Rules 2.550 and 2.551, the following shall apply: If 2 3 Confidential Materials or Information derived from Confidential Materials are submitted to or otherwise disclosed to the Court in connection with discovery 4 5 motions and proceedings, the same shall be separately filed lodged along with an 6 application pursuant to Local Rule 79 for filing under seal with the clerk of the 7 Court. in an envelope marked: "CONFIDENTIAL — FILED UNDER SEAL PURSUANT TO PROTECTIVE ORDER AND WITHOUT ANY FURTHER 8 9 SEALING ORDER REQUIRED." (FFM)

10 18. The Parties shall meet and confer regarding the procedures for use of
11 Confidential Materials at trial and shall move the Court for entry of an appropriate
12 order.

19. Nothing in this Stipulation and Protective Order shall affect the admissibility into evidence of Confidential Materials, or abridge the rights of any person to seek judicial review or to pursue other appropriate judicial action with respect to any ruling made by the Court concerning the issue of the status of Protected Material.

20. This Stipulation and Protective Order shall continue to be binding after
the conclusion of this Proceeding and all subsequent proceedings arising from this
Proceeding, except that a Party may seek the written permission of the Designating
Party or may move the Court for relief from the provisions of this Stipulation and
Protective Order. To the extent permitted by law, the Court shall retain
jurisdiction to enforce, modify, or reconsider this Stipulation and Protective
Order, even after the Proceeding is terminated.

25 21. Upon written request made within thirty (30) days after the
26 settlement or other termination of the Proceeding, the undersigned Parties shall
27 have thirty (30) days to either (a) promptly return to counsel for each Designating
28 Party all Confidential Materials and all copies thereof (except that counsel for

Case No.: 2:14-CV-07447 AB(FFMx)

- 12- Case No. STIPULATION AND PROTECTIVE ORDER

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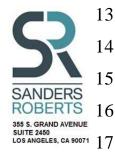
each Party may maintain in its files, in continuing compliance with the terms of this Stipulation and Protective Order, all work product, one copy of each pleading filed with the Court, and one copy of each deposition together with the exhibits marked at the deposition), (b) agree with counsel for the Designating Party upon appropriate methods and certification of destruction or other disposition of such Confidential Materials, or (c) as to any Documents, Testimony, or other Information not addressed by sub-paragraphs (a) and (b), file a motion seeking a Court order regarding proper preservation of such Materials. To the extent permitted by law the Court shall retain continuing jurisdiction to review and rule upon the motion referred to in sub-paragraph (c) herein.

22. After this Stipulation and Protective Order has been signed by counsel for all Parties, it shall be presented to the Court for entry. Counsel agree to be bound by the terms set forth herein with regard to any Confidential Materials that have been produced before the Court signs this Stipulation and Protective Order.

23. The Parties and all signatories to the Acknowledgment and Agreement to Be Bound attached hereto as Exhibit A agree to be bound by this Stipulation and Protective Order pending its approval and entry by the Court. In 18 19 the event that the Court modifies this Stipulation and Protective Order, or in the event that the Court enters a different Protective Order, the Parties agree to be 20bound by this Stipulation and Protective Order until such time as the Court may 21 enter such a different Order. It is the Parties' intent to be bound by the terms of 22 this Stipulation and Protective Order pending its entry so as to allow for 23 immediate production of Confidential Materials under the terms herein. 24

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Case No.: 2:14-CV-07447 AB(FFMx)



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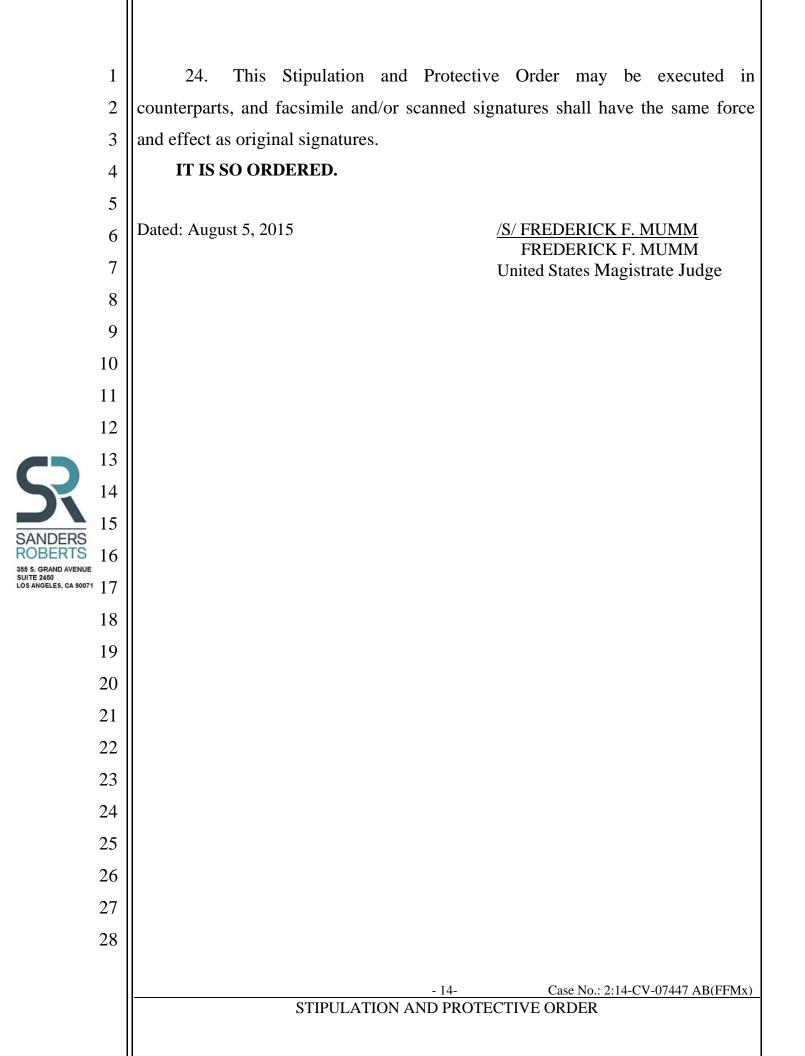
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1	EXHIBIT A
2	ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND
3	I, [print or type full name], of
4	[print or type full
5	address], declare under penalty of perjury that I have read in its entirety and
6 7	understand the Protective Order that was issued by the United States District Court, Central District of California, Western Division, on July, 2015, in the
8	case of Apple in Bulk, Inc., et al. v. Flint Hills International LLC, et al. Case No.
9	2:14-CV-07447 AB (FFM). I agree to comply with and to be bound by all the terms of this Protective Order, and I understand and acknowledge that failure to so
10	comply could expose me to sanctions and punishment in the nature of contempt. I
11	solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order to any person or entity except in strict
12	compliance with the provisions of this Protective Order.
13	I forther some to enhant to the inviediction of the United States District Court
14	I further agree to submit to the jurisdiction of the United States District Court, Central District of California, Western Division for the purpose of enforcing the
15	terms of this Protective Order, even if such enforcement proceedings occur after
16	termination of this action.
17 18	I hereby appoint [print or type full name] of
19	address and telephone number] as my California agent for service of process in
20	connection with this action or any proceedings related to enforcement of this
21	Protective Order.
22	Date:, 20
23	
24	(City & State where sworn and signed)
25	Printed name:
26	Signature:
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	- 15- Case No.: 2:14-CV-07447 AB(FFMx)
	STIPULATION AND PROTECTIVE ORDER

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