

1 John A. Vogt (State Bar No. 198677)  
javogt@jonesday.com  
2 Ann T. Rossum (State Bar No. 281236)  
atrossum@jonesday.com  
3 JONES DAY  
3161 Michelson Drive, Suite 800  
4 Irvine, CA 92612.4408  
Telephone: 949.851.3939  
5 Facsimile: 949.553.7539

6 Richard J. Bedell (admitted *pro hac vice*)  
rjbedell@jonesday.com  
7 Christopher M. McLaughlin (admitted *pro hac vice*)  
cmmclaughlin@jonesday.com  
8 JONES DAY  
North Point, 901 Lakeside Avenue  
9 Cleveland, OH 44114.1190  
Telephone: 216.586.3939  
10 Facsimile: 216.579.0212

11  
12 *Attorneys for Plaintiff*

13 Christopher J. Yost (State Bar No. 150785)  
cjyost@fedex.com@fedex.com  
14 FEDERAL EXPRESS CORPORATION  
2601 Main Street, Suite 340  
15 Irvine, California 92614  
Telephone: 949.862.4558  
16 Facsimile: 949. 862.4605

17 Graham W. Askew (admitted *pro hac vice*)  
graham.askew@fedex.com  
18 Colleen Hitch Wilson (admitted *pro hac vice*)  
chitchwilson@fedex.com  
19 FEDERAL EXPRESS CORPORATION  
3620 Hacks Cross Road, Building B, 3rd Floor  
20 Memphis, TN 38125  
Telephone: 901.434.8600  
21 Facsimile: 901.434.4523

22  
23 *Attorneys for Defendant*

24  
25  
26  
27  
28

1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA  
3 WESTERN DIVISION

4  
5 KEY EQUIPMENT FINANCE,

6 Plaintiff,

7 v.

8 FEDERAL EXPRESS  
9 CORPORATION d/b/a FEDEX  
EXPRESS,

10 Defendant.

Case No. 2:14-cv-07534-GW-AGR

**STIPULATED PROTECTIVE  
ORDER**

11  
12 IT IS HEREBY STIPULATED by and between Plaintiff Key Equipment  
13 Finance and Defendant Federal Express Corporation, through their respective  
14 attorneys of record, as follows:

15 WHEREAS, documents and information have been and/or may be sought,  
16 produced, or disclosed by the parties to this action relating to trade secrets,  
17 confidential research, development, technology, or other proprietary commercial  
18 information or business information that is not publicly known and that the party  
19 has treated as confidential including, but not limited to, non-public financial  
20 information or analyses, research, or business rules, systems, or practices.

21 THEREFORE, an Order of this Court protecting such confidential  
22 information shall be and hereby is made by this Court on the following terms:

23 1. This Order shall govern the use, handling, and disclosure of all  
24 documents, testimony, or information produced or given in this action which are  
25 designated to be subject to this Order in accordance with the terms hereof.

26 2. Any party may designate as "Confidential" any document, deposition  
27 testimony, or other information produced, given, or disclosed by it that such party  
28 believes in good faith is entitled to protection under applicable law.

1           3.     In accordance with Local Rule 79-5.1, if any papers to be filed with  
2 the Court contain information or documents that have been designated as  
3 “Confidential,” the proposed filing shall be accompanied by an application to file  
4 the papers or the portion thereof containing the designated information or  
5 documents (if such portion is segregable) under seal. The application shall be  
6 directed to the judge to whom the papers are directed. For motions, the parties shall  
7 publicly file a redacted version of the motion and supporting papers.

8           4.     Any documents, deposition testimony, or other information subject to  
9 this Order shall not be used, directly or indirectly, by any person for any business,  
10 commercial, or competitive purposes or for any purpose whatsoever other than  
11 solely for the preparation and trial of this action in accordance with the provisions  
12 of this Order.

13           5.     Except with the prior written consent of the party making the  
14 designation, or pursuant to a further order of the Court, any document, deposition  
15 testimony, or other information designated as “Confidential” under this Order shall  
16 not be disclosed to any person other than: (a) the Court, its personnel, and court  
17 reporters; (b) counsel for the parties, whether retained counsel or in-house counsel,  
18 and employees of counsel assigned to assist in this action; (c) parties to this action;  
19 (d) former employees of a party in connection with their depositions in this action;  
20 (e) the authors or recipients; (f) experts specifically retained as consultants or  
21 testifying witnesses in connection with this action; and (g) professional vendors to  
22 whom disclosure is reasonably necessary for this action.

23           6.     Documents, deposition testimony, or other information designated  
24 “Confidential” pursuant to this Order shall not be made available to any person  
25 identified in Subparagraphs 5(f)-(g) unless he or she shall have first read this Order,  
26 agreed to be bound by its terms, and signed the Declaration of Compliance attached  
27 as Exhibit A.

28           7.     All persons receiving documents, deposition testimony, or other

1 information designated “Confidential” pursuant to this Order shall be advised of  
2 their confidential nature. All persons to whom such materials are disclosed are  
3 hereby prohibited from disclosing them to any person except as provided herein,  
4 and are further prohibited from using them except in the preparation for and trial of  
5 this action between the named parties thereto. No person receiving or reviewing  
6 such materials shall disseminate or disclose them to any person other than those  
7 described in Paragraph 5 and for the purposes specified, and in no event shall such  
8 person make any other use of such materials.

9       8. Any party wishing to designate as “Confidential” any deposition  
10 testimony or document submitted as an exhibit at a deposition may do so on the  
11 record during the deposition or in writing to the other party within ten (10) business  
12 days after receipt of the deposition transcript. The designating party shall designate  
13 only those portions of the testimony or document which discloses information  
14 entitled to protection under this Order. The party making the designation shall be  
15 responsible for assuring that the portions of the deposition transcript or exhibits  
16 designated as “Confidential” are marked as such and are appropriately bound by the  
17 court reporter. During the interim ten (10) day period, such materials shall be  
18 afforded “Confidential” protection subject to the provisions of this Order.

19       9. Inadvertent failure to designate documents as “Confidential” at the  
20 time of production or disclosure shall not operate to waive a party’s right to later  
21 designate them as such; provided, however, that no receiving party shall be held in  
22 breach of this Order if, in the interim, such documents were disclosed to a person  
23 that, in retrospect, was not authorized to receive them. Subject to this provision,  
24 any designation that is inadvertently omitted from a document during discovery in  
25 this action may be corrected by written notice from the producing party to the  
26 receiving party. Once such belated designation has been made, the relevant  
27 documents shall be treated as “Confidential” subject to the provisions of this Order.

28       10. In the event that any party to this litigation disagrees with any

1 designation of confidentiality made pursuant to this Order, that party shall notify  
2 the producing party of its disagreement in writing. The notice must specifically  
3 identify by bates number or page what document or portion of a document is being  
4 challenged as improperly designated. Within fifteen (15) business days of the  
5 receipt of such written notice, the producing party will either voluntarily remove the  
6 challenged designation or advise the objecting party that it will not remove the  
7 challenged designation. Upon notice from the producing party that it will not  
8 remove a challenged designation, the objecting party may seek appropriate relief  
9 from the Court in accordance with Local Rule 37. During the pendency of any  
10 challenge to a designation made pursuant to this Order, the designated materials  
11 shall continue to be treated as “Confidential” subject to the provisions of this Order.

12 11. This Order has been agreed to by the parties to facilitate discovery and  
13 the production of relevant evidence in this action. Neither the entry of this Order,  
14 nor the designation of any document, deposition testimony, or other information as  
15 “Confidential,” nor the failure to make such designation, shall constitute evidence  
16 with respect to any issue in this action.

17 12. Within sixty (60) days after the final termination of this action, all  
18 materials afforded confidential treatment pursuant to this Order, including any  
19 extracts, summaries, or compilations taken therefrom, but excluding any materials  
20 that in the good faith judgment of counsel are work product materials, shall be (a)  
21 returned to the producing party upon request or (b) destroyed at the request of the  
22 producing party.

23 13. Nothing in this Order shall affect or restrict the rights of any party with  
24 respect to its own documents or information obtained or developed independently  
25 of any materials afforded confidential treatment pursuant to this Order.

26 14. Nothing in this Order shall prevent a party from using at trial any  
27 information or materials designated “Confidential.”

28 15. Any non-party from which discovery is sought in this action may be

1 informed of and may obtain protection under this Order by written notice to the  
2 parties' respective counsel or by oral notice at the time of any deposition or similar  
3 proceeding.

4 16. The Court retains the right to allow disclosure of any subject covered  
5 by this stipulation or to modify this stipulation at any time in the interest of justice.  
6 The Court also retains jurisdiction to enforce the terms of this Order, if necessary,  
7 following the conclusion of this action. The terms of this Order shall continue to be  
8 binding after the conclusion of this action, unless otherwise agreed by the parties in  
9 writing or ordered by the Court.

10 Dated: November 19, 2015

JONES DAY

11 By: /s/ Christopher M. McLaughlin  
12 Christopher M. McLaughlin

13 *Attorney for Plaintiff*

14 FEDERAL EXPRESS CORP.

15 By: /s/ Colleen Hitch Wilson  
16 Colleen Hitch Wilson

17 *Attorney for Defendant*

18 IT IS SO ORDERED.

19 Dated this 23rd day of November, 2015.

20  
21 

22  
23 

---

HONORABLE ALICIA G. ROSENBERG  
24 UNITED STATES MAGISTRATE JUDGE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Exhibit A  
Declaration of Compliance

I, \_\_\_\_\_, certify that I have been provided a copy of the Stipulated Protective Order entered in the lawsuit captioned *Key Equipment Finance v. Federal Express Corporation*, Case No. 2:14-cv-07534, which is currently pending in the United States District Court for the Central District of California. I have read the Stipulated Protective Order, and I agree to be bound by its provisions as a condition of receiving certain confidential information, which has been identified to me. I promise not to make use of this confidential information for any purpose other than my role in the aforementioned lawsuit. I consent to being subject to the continuing jurisdiction of the United States District Court for the Central District of California in regard to all matters relating to the Stipulated Protective Order, including, without limitation, the enforcement of the Stipulated Protective Order.

DATED: \_\_\_\_\_ SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_