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 AMANDA SISKI, SEAN SISKI, and  
 BREAD AND BADGER, LLC

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

17 CHRISTOPHER GORDON, an  
 individual,

18 Plaintiff,

19 vs.

20 AMANDA SISKI, an individual;  
 SEAN SISKI, an individual; BREAD  
 AND BADGER, LLC, an Oregon  
 Limited Liability Company doing  
 21 business as Bread and Badger; and  
 DOES 1 to 20, inclusive,

22 Defendants.

23 AMANDA SISKI, SEAN SISKI; and  
 24 BREAD AND BADGER, LLC,

25 Counterclaim-Plaintiffs,

26 vs.

27 CHRISTOPHER GORDON,

28 Counterclaim-Defendant.

Case No. 2:15-cv-02605-DMG-(PJWx)

**STIPULATED PROTECTIVE  
 ORDER**

Hon. Patrick J. Walsh

1 1. A. PURPOSES AND LIMITATIONS

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

15 B. GOOD CAUSE STATEMENT

16 This action is likely to involve trade secrets, customer and pricing lists and  
17 other valuable research, development, commercial, financial, and/or proprietary  
18 information for which special protection from public disclosure and from use for  
19 any purpose other than prosecution of this action is warranted. Such confidential  
20 and proprietary materials and information consist of, among other things,  
21 confidential business or financial information, information regarding confidential  
22 business practices, or other confidential research, development, or commercial  
23 information (including information implicating privacy rights of third parties),  
24 information otherwise generally unavailable to the public, or which may be  
25 privileged or otherwise protected from disclosure under state or federal statutes,  
26 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
27 information, to facilitate the prompt resolution of disputes over confidentiality of  
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1 discovery materials, to adequately protect information the parties are entitled to  
2 keep confidential, to ensure that the parties are permitted reasonable necessary uses  
3 of such material in preparation for and in the conduct of trial, to address their  
4 handling at the end of the litigation, and serve the ends of justice, a protective order  
5 for such information is justified in this matter. It is the intent of the parties that  
6 information designated without a good faith belief that it has been maintained in a  
7 confidential, non-public manner, and there is good cause why it should not be part  
8 of the public record of this case.

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10 2. DEFINITIONS

11 2.1 Action: *Gordon v. Amanda Siska, Sean Siska, and Bread and Badger,*  
12 *LLC*, Case No. 15-cv-2605-DMG-PJW (C.D. Cal.).

13 2.2 Challenging Party: a Party or Non-Party that challenges the  
14 designation of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
16 how it is generated, stored or maintained) or tangible things that qualify for  
17 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
18 the Good Cause Statement.

19 2.4 Counsel: Outside Counsel of Record (as well as their support staff).

20 2.5 Designating Party: a Party or Non-Party that designates information or  
21 items that it produces in disclosures or in responses to discovery as  
22 “CONFIDENTIAL.”

23 2.6 Disclosure or Discovery Material: all items or information, regardless  
24 of the medium or manner in which it is generated, stored, or maintained (including,  
25 among other things, testimony, transcripts, and tangible things), that are produced  
26 or generated in disclosures or responses to discovery in this matter.

1           2.7    Expert: a person with specialized knowledge or experience in a matter  
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
3 an expert witness or as a consultant in this Action.

4           2.10   Non-Party: any natural person, partnership, corporation, association, or  
5 other legal entity not named as a Party to this action.

6           2.11   Outside Counsel of Record: attorneys who are not employees of a  
7 party to this Action but are retained to represent or advise a party to this Action and  
8 have appeared in this Action on behalf of that party or are affiliated with a law firm  
9 which has appeared on behalf of that party, and includes support staff.

10          2.12   Party: any party to this Action, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and their  
12 support staffs).

13          2.13   Producing Party: a Party or Non-Party that produces Disclosure or  
14 Discovery Material in this Action.

15          2.14   Professional Vendors: persons or entities that provide litigation  
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
18 and their employees and subcontractors.

19          2.15   Protected Material: any Disclosure or Discovery Material that is  
20 designated as “CONFIDENTIAL.”

21          2.15   Receiving Party: a Party that receives Disclosure or Discovery  
22 Material from a Producing Party.

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24    3.    SCOPE

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

3 Any use of Protected Material at trial shall be governed by the orders of the  
4 trial judge. This Order does not govern the use of Protected Material at trial.

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6 4. DURATION

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

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16 5. DESIGNATING PROTECTED MATERIAL

17 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic  
13 documents, but excluding transcripts of depositions or other pretrial or trial  
14 proceedings), that the Producing Party affix at a minimum, the legend  
15 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
16 contains protected material. If only a portion or portions of the material on a page  
17 qualifies for protection, the Producing Party also must clearly identify the protected  
18 portion(s) (e.g., by making appropriate markings in the margins).

19 A Party or Non-Party that makes original documents available for inspection  
20 need not designate them for protection until after the inspecting Party has indicated  
21 which documents it would like copied and produced. During the inspection and  
22 before the designation, all of the material made available for inspection shall be  
23 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
24 documents it wants copied and produced, the Producing Party must determine  
25 which documents, or portions thereof, qualify for protection under this Order. Then,  
26 before producing the specified documents, the Producing Party must affix the  
27 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a  
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1 portion or portions of the material on a page qualifies for protection, the Producing  
2 Party also must clearly identify the protected portion(s) (e.g., by making  
3 appropriate markings in the margins).

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

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

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
14 failure to designate qualified information or items does not, standing alone, waive  
15 the Designating Party's right to secure protection under this Order for such  
16 material.

17 Upon timely correction of a designation, the Receiving Party must make  
18 reasonable efforts to assure that the material is treated in accordance with the  
19 provisions of this Order.

## 20 21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
23 designation of confidentiality at any time that is consistent with the Court's  
24 Scheduling Order.

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
26 resolution process under Local Rule 37.1 et seq.

1           6.3    The burden of persuasion in any such challenge proceeding shall be on  
2 the Designating Party. Frivolous challenges, and those made for an improper  
3 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
4 parties) may expose the Challenging Party to sanctions. Unless the Designating  
5 Party has waived or withdrawn the confidentiality designation, all parties shall  
6 continue to afford the material in question the level of protection to which it is  
7 entitled under the Producing Party’s designation until the Court rules on the  
8 challenge.

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10       7.     ACCESS TO AND USE OF PROTECTED MATERIAL

11           7.1   Basic Principles. A Receiving Party may use Protected Material that is  
12 disclosed or produced by another Party or by a Non-Party in connection with this  
13 Action only for prosecuting, defending, or attempting to settle this Action. Such  
14 Protected Material may be disclosed only to the categories of persons and under the  
15 conditions described in this Order. When the Action has been terminated, a  
16 Receiving Party must comply with the provisions of section 13 below (FINAL  
17 DISPOSITION).

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

21           7.2   Disclosure of “CONFIDENTIAL” Information or Items. Unless  
22 otherwise ordered by the court or permitted in writing by the Designating Party, a  
23 Receiving Party may disclose any information or item designated  
24 “CONFIDENTIAL” only to:

25               (a)   the Receiving Party’s Outside Counsel of Record in this Action,  
26 as well as employees of said Outside Counsel of Record to whom it is reasonably  
27 necessary to disclose the information for this Action;



1 (b) the officers, directors, and of the Receiving Party to whom  
2 disclosure is reasonably necessary for this Action and who have signed the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

7 (d) the court and its personnel;

8 (e) court reporters and their staff;

9 (f) professional jury or trial consultants, mock jurors, and  
10 Professional Vendors to whom disclosure is reasonably necessary for this Action  
11 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
12 A);

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

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

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

1 8. PROTECTED MATERIAL SUBPOENAED OR  
2 ORDERED PRODUCED IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items designated in this Action as  
5 “CONFIDENTIAL,” that Party must:

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

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

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

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

22  
23 9. A NON-PARTY’S PROTECTED MATERIAL  
24 SOUGHT TO BE PRODUCED IN THIS LITIGATION

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

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

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

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

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

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

21 Absent a court order to the contrary, the Non-Party shall bear the burden and  
22 expense of seeking protection in this court of its Protected Material.

23  
24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

6  
7 11. INADVERTENT PRODUCTION OF PRIVILEGED  
8 OR OTHERWISE PROTECTED MATERIAL

9 When a Producing Party gives notice to Receiving Parties that certain  
10 inadvertently produced material is subject to a claim of privilege or other  
11 protection, the obligations of the Receiving Parties are those set forth in Federal  
12 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
13 whatever procedure may be established in an e-discovery order that provides for  
14 production without prior privilege review. Pursuant to Federal Rule of Evidence  
15 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
16 of a communication or information covered by the attorney-client privilege or work  
17 product protection, the parties may incorporate their agreement in the stipulated  
18 protective order submitted to the court.

19  
20 12. MISCELLANEOUS

21 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
22 person to seek its modification by the Court in the future.

23 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
24 Protective Order no Party waives any right it otherwise would have to object to  
25 disclosing or producing any information or item on any ground not addressed in  
26 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
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1 any ground to use in evidence of any of the material covered by this Protective  
2 Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any  
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
5 may only be filed under seal pursuant to a court order authorizing the sealing of the  
6 specific Protected Material at issue. If a Party's request to file Protected Material  
7 under seal is denied by the court, then the Receiving Party may file the information  
8 in the public record unless otherwise instructed by the court.

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10 13. FINAL DISPOSITION

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

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

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED October 12, 2015

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DATED October 12, 2015


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Counterclaim Plaintiffs*  
AMANDA SISKA, SEAN SISKA,  
and BREAD AND BADGER, LLC

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: October 14, 2015

  
\_\_\_\_\_  
MAGISTRATE JUDGE PATRICK J. WALSH  
United States District Magistrate Judge

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 October \_\_\_\_\_, 2015 in the case of *Gordon v. Amanda Siska, Sean Siska, and*  
8 *Bread and Badger, LLC*, Case No. 15-cv-2605-DMG-PJW (C.D. Cal.). I agree to  
9 comply with and to be bound by all the terms of this Stipulated Protective Order  
10 and I understand and acknowledge that failure to so comply could expose me to  
11 sanctions and punishment in the nature of contempt. I solemnly promise that I will  
12 not disclose in any manner any information or item that is subject to this Stipulated  
13 Protective Order to any person or entity except in strict compliance with the  
14 provisions of this 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. I hereby appoint \_\_\_\_\_ [print  
19 or type full name] of \_\_\_\_\_ [print or type  
20 full address and telephone number] as my California agent for service of process in  
21 connection with this action or any proceedings related to enforcement of this  
22 Stipulated Protective Order.

23 Date: \_\_\_\_\_

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

25  
26 Printed name: \_\_\_\_\_

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