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6 **Attorneys for Defendants** FRENCH CONCEPTS, INC.,  
 d/b/a L'AMANDE FRENCH BAKERY, FRENCH  
 7 CONCEPTS BH, d/b/a L'AMANDE FRENCH BAKERY,  
 BARATOW LLC, ANALIZA MOITINHO DE ALMEIDA,  
 8 and GONCALO MOITINHO DE ALMEIDA  
 9

10 UNITED STATES DISTRICT COURT  
 11 CENTRAL DISTRICT OF CALIFORNIA  
 12

13 ERMITA ALABADO, an individual,  
 14 FERNANDO BELIDHON, an  
 individual, ROMAR CUNANAN, an  
 15 individual, ARMELINDA DELA  
 CERNA, an individual, ELMER  
 16 GENITO, an individual, WILFREDO  
 LARIGA JR., an individual, LOUISE  
 17 LUIS, an individual, GINA PABLO-  
 GROSSMAN, an individual, RECKY  
 18 PUZON, an individual, RONALDO  
 SANTIA, an individual, and  
 19 ROLANDO SURATOS, an individual,

20 Plaintiffs,

21 v.

22 FRENCH CONCEPTS, INC., a  
 23 California corporation, d/b/a  
 L'AMANDE FRENCH BAKERY,  
 24 FRENCH CONCEPTS BH, a California  
 corporation, d/b/a L'AMANDE FRENCH  
 25 BAKERY, BARATOW LLC, ANALIZA  
 MOITINHO DE ALMEIDA, an  
 26 individual, and GONCALO MOITINHO  
 DE ALMEIDA, an individual,  
 27

28 Defendants.

**CASE NO.: 2:15-CV-02830-FMO-  
 AJW**

**STIPULATED PROTECTIVE  
 ORDER AND ORDER  
 REGARDING DOCUMENT  
 PRODUCTION PROTOCOLS**

1 1. INTRODUCTION

2  
3 1.1 Purposes and Limitations: Discovery in this action is likely to involve  
4 production of confidential, proprietary, or private information for which special  
5 protection from public disclosure and from use for any purpose other than  
6 prosecuting this litigation may be warranted. Accordingly, the parties hereby  
7 stipulate to and petition the Court to enter the following Stipulated Protective Order.  
8 The parties acknowledge that this Order does not confer blanket protections on all  
9 disclosures or responses to discovery and that the protection it affords from public  
10 disclosure and use extends only to the limited information or items that are entitled  
11 to confidential treatment as defined here and under the applicable legal principles.  
12 The parties further acknowledge, as set forth in Section 12.3, below, that this  
13 Stipulated Protective Order does not entitle them to file confidential information  
14 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed  
15 and the standards that will be applied when a party seeks permission from the court  
16 to file material under seal.

17 1.2 Good Cause Statement: This action is likely to involve confidential  
18 financial, business private and/or proprietary information for which special  
19 protection from public disclosure and from use for any purpose other than  
20 prosecution of this action is warranted. Such confidential, proprietary and private  
21 materials and information consist of, among other things, confidential financial or  
22 proprietary business information, information regarding confidential business  
23 practices, or other confidential commercial information (including information  
24 implicating privacy rights of third parties), personal private information including  
25 social security numbers, taxpayer identification numbers, telephone numbers, e-mail  
26 addresses, other personal internet accounts and information otherwise generally  
27 unavailable to the public, or which may be privileged or otherwise protected from  
28 disclosure under state or federal statutes, court rules, case decisions, or common law.

1 Accordingly, to expedite the flow of information, to facilitate the prompt resolution  
2 of disputes over confidentiality of discovery materials, to adequately protect  
3 information the parties are entitled to keep confidential, to ensure that the parties are  
4 permitted reasonable necessary uses of such material in preparation for and in the  
5 conduct of trial, to address their handling at the end of the litigation, and serve the  
6 ends of justice, a protective order for such information is justified in this matter. It is  
7 the intent of the parties that information will not be designated as confidential for  
8 tactical reasons and that nothing be so designated without a good faith belief that it  
9 has been maintained in a confidential, non-public manner, and there is good cause  
10 why it should not be part of the public record of this case.

11

12 2. DEFINITIONS

13 2.1 Action: this pending federal lawsuit.

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

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
17 how it is generated, stored or maintained) or tangible things that qualify for  
18 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
19 the Good Cause Statement, provided they are designated as “CONFIDENTIAL” by  
20 any Party or Third Party in the manner set forth in this Protective Order or are  
21 subject to any other provision herein.

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
23 their support staff).

24 2.5 Designating Party: a Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as  
26 “CONFIDENTIAL.”

27 2.6 Disclosure or Discovery Material: all items or information, regardless  
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or  
2 generated in disclosures or responses to discovery in this matter.

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

6       2.8 House Counsel: attorneys who are employees of a party to this Action.  
7 House Counsel does not include Outside Counsel of Record or any other outside  
8 counsel.

9       2.9 Non-Party: any natural person, partnership, corporation, association, or  
10 other legal entity not named as a Party to this action.

11       2.10 Outside Counsel of Record: attorneys who are not employees of a party  
12 to this Action but are retained to represent or advise a party to this Action and have  
13 appeared in this Action on behalf of that party or are affiliated with a law firm which  
14 has appeared on behalf of that party, and includes support staff.

15       2.11 Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 regularly-employed support staff).

18       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20       2.13 Professional Vendors: persons or entities that provide litigation support  
21 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
23 and their employees and subcontractors.

24       2.14 Protected Material: any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL.”

26       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
27 from a Producing Party.

28

1 3. SCOPE

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

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

9

10 4. DURATION

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

19

20 5. DESIGNATING PROTECTED MATERIAL

21 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

6 If it comes to a Designating Party's attention that information or items that it  
7 designated for protection do not qualify for protection that Designating Party must  
8 promptly notify all other Parties in writing that it is withdrawing the inapplicable  
9 designation.

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

15 Designation in conformity with this Order requires:

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

25 All documents that contain private information such as social security  
26 numbers, medical information, tax payer identification numbers, telephone numbers,  
27 email addresses, other personal internet account information and other information  
28 protected by privacy protections shall be treated as "CONFIDENTIAL" pursuant to

1 this Protective Order regardless of whether they are designated “CONFIDENTIAL”  
2 in the manner prescribed herein. However, if the private information is redacted by  
3 any Party, the redacted document shall not be considered “CONFIDENTIAL”  
4 regardless of whether it is so designated, unless the document is designated  
5 “CONFIDENTIAL” for some other reason.

6 A Party or Non-Party that makes original documents available for inspection  
7 need not designate them for protection until after the inspecting Party has indicated  
8 which documents it would like copied and produced. During the inspection and  
9 before the designation, all of the material made available for inspection shall be  
10 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
11 documents it wants copied and produced, the Producing Party must determine which  
12 documents, or portions thereof, qualify for protection under this Order. Then, before  
13 producing the specified documents, the Producing Party must affix the  
14 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
15 portion or portions of the material on a page qualifies for protection, the Producing  
16 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
17 markings in the margins).

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

21 (c) for information produced in some form other than documentary  
22 and for any other tangible items, that the Producing Party affix in a prominent place  
23 on the exterior of the container or containers in which the information is stored the  
24 legend “CONFIDENTIAL.” If only a portion or portions of the information  
25 warrants protection, the Producing Party, to the extent practicable, shall identify the  
26 protected portion(s).

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
28 failure to designate qualified information or items does not, standing alone, waive

1 the Designating Party's right to seek to secure protection under this Order for such  
2 material. Upon timely correction of a designation, the Receiving Party must make  
3 reasonable efforts to assure that the material is treated in accordance with the  
4 provisions of this Order.

5  
6 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
8 designation of confidentiality at any time that is consistent with the Court's  
9 Scheduling Order.

10 6.2 Meet and Confer. The Challenging Party shall initiate the  
11 dispute resolution process under Local Rule 37.1 et seq.

12 6.3 The burden of persuasion in any such challenge proceeding shall be on  
13 the Designating Party. Frivolous challenges, and those made for an improper  
14 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
15 parties) may expose the Challenging Party to sanctions. Unless the Designating  
16 Party has waived or withdrawn the confidentiality designation, all parties shall  
17 continue to afford the material in question the level of protection to which it is  
18 entitled under the Producing Party's designation until the Court rules on the  
19 challenge.

20  
21 7. ACCESS TO AND USE OF PROTECTED MATERIAL

22 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
23 disclosed or produced by another Party or by a Non-Party in connection with this  
24 Action only for prosecuting, defending, or attempting to settle this Action. Such  
25 Protected Material may be disclosed only to the categories of persons and under the  
26 conditions described in this Order. When the Action has been terminated, a  
27 Receiving Party must comply with the provisions of section 13 below (FINAL  
28 DISPOSITION).



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

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
5 otherwise ordered by the court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated  
7 “CONFIDENTIAL” only to:

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

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

15 (c) Experts (as defined in this Order), and their staff and contractors,  
16 of the Receiving Party to whom disclosure is reasonably necessary for this Action  
17 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
18 A);

19 (d) the court and its personnel;

20 (e) court reporters and their staff;

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

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

27 (h) during their depositions, witnesses, and attorneys for witnesses,  
28 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing

1 party requests that the witness sign the “Acknowledgment and Agreement to Be  
2 Bound” (Exhibit A, attached hereto); and (2) they will not be permitted to keep any  
3 confidential information unless they sign Exhibit A, unless otherwise agreed by the  
4 Designating Party or ordered by the court. Pages of transcribed deposition testimony  
5 or exhibits to depositions that reveal Protected Material may be separately bound by  
6 the court reporter and may not be disclosed to anyone except as permitted under this  
7 Stipulated Protective Order; and

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

11  
12 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
13 IN OTHER LITIGATION

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

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

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

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

25 If the Designating Party timely seeks a protective order, the Party served with  
26 the subpoena or court order shall not produce any information designated in this  
27 action as “CONFIDENTIAL” before a determination by the court from which the  
28 subpoena or order issued, unless the Party has obtained the Designating Party’s

1 permission. The Designating Party shall bear the burden and expense of seeking  
2 protection in that court of its confidential material and nothing in these provisions  
3 should be construed as authorizing or encouraging a Receiving Party in this Action  
4 to disobey a lawful directive from another court.

5  
6 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
7 PRODUCED IN THIS LITIGATION

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

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

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

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

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

25 (c) If the Non-Party fails to seek a protective order from this court  
26 within 14 days of receiving the notice and accompanying information, the Receiving  
27 Party may produce the Non-Party's confidential information responsive to the  
28 discovery request. If the Non-Party timely seeks a protective order, the Receiving

1 Party shall not produce any information in its possession or control that is subject to  
2 the confidentiality agreement with the Non-Party before a determination by the  
3 court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
4 expense of seeking protection in this court of its Protected Material.

5  
6 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

15  
16 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
17 PROTECTED MATERIAL

18 If any information or document alleged to be subject to attorney-client  
19 privilege, attorney work product or any other applicable privilege or immunity from  
20 discovery is produced, such production shall in no way prejudice or otherwise  
21 constitute a waiver of, or estoppel as to, any claim of privilege, work product or  
22 other ground for withholding production to which the producing party would  
23 otherwise be entitled. If either party produces a document or other information that  
24 is privileged or protected, the receiving or disclosing party shall, upon discovery,  
25 promptly provide written notice to opposing counsel. Upon receipt of notification by  
26 the producing party that the document or information is privileged and was  
27 inadvertently produced, the party in possession of the alleged privileged material  
28 shall immediately destroy or return all copies, electronic or otherwise, of such

1 document or other information. Nothing in this Discovery Plan shall waive or limit  
2 any protections afforded the Parties under Federal Rule of Evidence 502.

3 Pursuant to Federal Rule of Evidence 502(d), if in connection with the  
4 Litigation documents or information subject to a claim of attorney-client privilege or  
5 work product protection are disclosed (“Disclosed Information”) by a party (the  
6 “Disclosing Party”), the disclosure of such Disclosed Information shall not  
7 constitute or be deemed a waiver of any claim of attorney-client privilege or work  
8 product protection that the Disclosing Party would otherwise be entitled to assert  
9 with respect to the Disclosed Information and its subject matter. Any applicable  
10 privileges or protections shall only be waived on express written approval by the  
11 person or entity holding the privilege. The non-waiver of claims of attorney-client  
12 privilege and work product protection shall apply to the litigation pending before the  
13 Court as well as any other federal or state proceeding.

14  
15 12. MISCELLANEOUS

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
17 person to seek its modification by the Court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
19 Protective Order no Party waives any right it otherwise would have to object to  
20 disclosing or producing any information or item on any ground not addressed in this  
21 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
22 ground to use in evidence of any of the material covered by this Protective Order.

23 12.3 Filing Protected Material. A Party that seeks to file under seal any  
24 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
25 only be filed under seal pursuant to a court order authorizing the sealing of the  
26 specific Protected Material at issue. If a Party's request to file Protected Material  
27 under seal is denied by the court, then the Receiving Party may file the information  
28 in the public record unless otherwise instructed by the court.

1 13. FINAL DISPOSITION

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

20

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

24

25 15. DOCUMENT PRODUCTION PROTOCOLS

26 The parties agree to the Document Production Protocols Regarding  
27 Electronically Stored Information (“ESI”) and Hardcopy Documents set forth in the  
28 attached Exhibit B.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2

3 Dated: June 23, 2015

LATHAM & WATKINS LLP

4

5

6

By: /s/ Philip X. Wang  
Philip X. Wang  
Attorney for Plaintiffs

7

8

9

10 Dated: June 23, 2015

ASIAN AMERICANS ADVANCING JUSTICE-  
LOS ANGELES

11

12

13

By: /s/ Laboni Hoq  
Laboni Hoq  
Attorney for Plaintiffs

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15

16 Dated: June 23, 2015

weintraub | tobin

17

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By: /s/ Jacob C. Gonzales  
Jacob C. Gonzales  
Attorney for Defendants

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20

21 Dated: June 23, 2015

KIMURA LONDON LLP

22

23

By: /s/ Joshua Kimura  
Joshua Kimura  
Attorney for Defendants

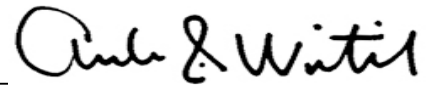
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25

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

26

27 DATED: 6/23/2015



28

ANDREW J. WISTRICH  
U.S. MAGISTRATE JUDGE

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name],  
of \_\_\_\_\_ [print or type full address], declare  
under penalty of perjury that I have read in its entirety and understand the Stipulated  
Protective Order that was issued by the United States District Court for the Central  
District of California on \_\_\_\_\_ in the case of Ermita Alabado, et al., v.  
French Concepts, Inc., et al., United States District Court Case No. 2:15-CV-02830-  
FMO-AJW.. I agree to comply with and to be bound by all the terms of this  
Stipulated Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item that  
is subject to this Stipulated Protective Order to any person or entity except in strict  
compliance with the provisions of this Order. I further agree to submit to the  
jurisdiction of the United States District Court for the Central District of California  
for the purpose of enforcing the terms of this Stipulated Protective Order, even if  
such enforcement proceedings occur after termination of this action. I hereby  
appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

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

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

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

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



1 **EXHIBIT B**

2 **DOCUMENT PRODUCTION PROTOCOLS REGARDING**  
3 **ELECTRONICALLY STORED INFORMATION (“ESI”)**  
4 **AND HARDCOPY DOCUMENTS**

5 **LOAD FILES FOR ESI AND HARDCOPY DOCUMENTS**

- 6 • A delimited text file (.DAT) is required, do not include OCR or extracted text  
7 within the DAT file. The first line must include the field names. The  
8 delimiters must be the following characters:
- 9 ○ Text Qualifier: (020)
  - 10 ○ Delimiters: þ (254)
  - 11 ○ Newline: ® (174).
- 12 • DAT file should be in Unicode (UTF8) format.
- 13 • A native file path must be provided for native deliverables.
- 14 • A text file path must be provided for all deliverable.
- 15 • The BEGBATES and ENDBATES fields should be populated for all  
16 documents, regardless of family association. These fields should not be blank  
under any circumstance.
- 17 • The default date field format should be MM/DD/YYYY.
- 18 • An OPT file is required for all TIFF images. The file shall include the name  
19 of the tiff images, the volume number if any, the path to the TIFF images, and  
20 the total number of pages per document.
- 21 • All TIFF images and production files including natives shall be named their  
22 corresponding Bates number.
- 23
- 24
- 25
- 26
- 27
- 28

## ESI PRODUCTION

**Metadata Fields and Processing.** Except for the BegBates, EndBates, Begattach, EndAttach fields, the fields below will only be populated if the metadata is present in the native file. Each of the metadata and coding fields required for production is set forth below:

FIELDNAME	DESCRIPTION
BEGBATES	Beginning Document Identification Number
ENDBATES	Ending Document Identification Number
BEGATTACH	Internal beginning attachment number (These fields should not be blank, even if the document is the only member of the family.)
ENDATTACH	Internal ending attachment number (These fields should not be blank, even if the document is the only member of the family.)
CUSTODIAN	The name of the person the file belongs to
FILENAME	Original file name
SOURCE PATH	Fully qualified path to the source folder, files and/or mail store
SOURCE FOLDER	Full path to source file if eDoc or folder path within a mail store if NSF or PST
SENDER	The in the form field for the email
TO	Recipients of the email
CC	Recipients in the CC field of the email
BCC	Recipients in the BCC of the email
SUBJECT	Subject of the email
SENTDATE	Date when email was sent
SENTTIME	Time when email was sent
AUTHOR	Document Author Properties
TITLE	Document Title properties
ATTACHCOUNT	Number of attachments
ATTACH	Original file name of all attachments
LASTMODDATE	The last modified date from a loose file
LASTMODTIME	Time the electronic document was last modified (extracted from metadata)
CREATEDATE	The date of when the loose file was created
CREATETIME	The time of when the loose file was created
RECEIVEDDATE	Date when email was received
RECEIVEDTIME	Time when email was received
ACCESSEDDATE	Date a loose file was last accessed

FIELDNAME	DESCRIPTION
PGCOUNT	Total number of pages. Populate with zero if no page count is available
IMPORTANCE	Importance message setting for the email
SENSITIVITY	Sensitivity message setting for the email
FILETYPE	Description of native file
FILEEXT	File extension
MD5HASH	Hash value for native file
COMMENTS	Extracted comments entered by author
TEXTLINK	Current path to Text files
NATIVELINK	Current path to Native files

**E-mail.** E-mail shall be collected in a manner that preserves all original metadata and maintains the folder and source information identifying the original location.

**De-Duplication.** Both parties agree to remove as much duplicate ESI per custodian files.

**TIFFs.** Black and white images should be provided in single-page 1 Bits Per Pixel TIFF format.

**Embedded Objects.** Non-image files embedded within documents will be extracted as separate documents and treated like attachments to the document in which they were embedded. Image files embedded within documents, such as signature blocks, shall not be extracted as separate documents.

**Compressed files.** Compression file types such as .zip files shall be decompressed decompressed into the lowest possible compression resulting in individual files.

**Redaction.** If a file that originates in ESI needs to be redacted before production, the file will be rendered in TIFF, and the TIFF will be redacted and produced.

**Spreadsheets, Excel and Word documents.** Any native files that are produced shall have Bates-numbered TIFF image slip-sheet stating the documents have been produced in native format. Native files shall be produced with the Source File Path provided and extracted text and applicable metadata field.

1 **Bates Numbering.** The Producing Party will brand all TIFF images in the  
2 lower right-hand corner with their corresponding bates numbers, using a consistent  
3 font type and size. The Producing Party will brand all TIFF images in the lower  
4 left-hand corner with all confidentiality designations, if needed.

#### 4 **HARDCOPY DOCUMENTS PRODUCTION**

5 **TIFFs.** All hardcopy documents shall be scanned and produced in single-  
6 paged TIFF files with the Optical Character Recognition (OCR)-acquired text files,  
7 with unique Bates number per page, consistent with the load file requirements  
8 above.

9 **Bates Numbering.** The Producing Party will brand all TIFF images in the  
10 lower right-hand corner with their corresponding bates numbers, using a consistent  
11 font type and size. The Producing Party will brand all TIFF images in the lower  
12 left-hand corner with all confidentiality designations, if needed.

13 **De-Duplication.** Both parties agree to remove as much duplicate per  
14 custodian files.  
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**PROOF OF SERVICE**

(CCP §§ 1013a(1), (3) and 1013(c) CRC Rule 2006(d))

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am over the age of eighteen years, and not a party to this action; and I am employed in the County of Orange, California, in which county the within mailing occurred. My business address is 23 Corporate Plaza Drive, #200, Newport Beach, CA 92660.

On *June 23, 2015*, I served a copy of the following documents:

Document(s) Served: **STIPULATED PROTECTIVE ORDER AND ORDER REGARDING DOCUMENT PRODUCTION PROTOCOLS**

Person(s) or Party Served: **See Attached Service List**

**(BY EXPRESS SERVICE CARRIER)** I deposited in a box or other facility regularly maintained by OVERNITE EXPRESS/FEDERAL EXPRESS an express service carrier, or delivered to a courier or driver authorized by said express service carrier to receive documents a copy of the above-referenced document, together with an unsigned copy of this declaration, in an envelope designated by the said express service carrier, with delivery fees paid or provided for, addressed to the above-referenced parties.

**(BY ELECTRONICALLY)** filing the foregoing document with the Clerk of the United States District Court, Central District, using its ECF System, which electronically notifies the persons on the attached service list at the email addresses registered with the ECF System.

I declare under the law of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on *June 23, 2015* at Newport Beach, California.

/s/ Liz H. Graham  
Liz H. Graham