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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JOHN BUSKER, on behalf of
himself and all others similarly situated
and the general public,

Plaintiffs,

vs.

WABTEC CORPORATION, a
Pennsylvania corporation; MARK
MARTIN, an individual; and DOES 1
through 100,

Defendants.

Case No. 2:15-cv-08194-ODW-AFM

**STIPULATED PROTECTIVE
ORDER**

DISCOVERY MATTER

Assigned to the Hon. Otis D. Wright II,
Dept. 11

Magistrate Judge: Hon. Alexander F.
MacKinnon. Courtroom H

Complaint Filed: September 11, 2015

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production
3 of confidential, proprietary, or private information for which special protection from
4 public disclosure and from use for any purpose other than prosecuting this litigation
5 may be warranted. Accordingly, the parties hereby stipulate to and petition the court
6 to enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to discovery
8 and that the protection it affords from public disclosure and use extends only to the
9 limited information or items that are entitled to confidential treatment under the
10 applicable legal principles. The parties further acknowledge, as set forth in Section
11 14.4, below, that this Stipulated Protective Order does not entitle them to file
12 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
13 that must be followed and the standards that will be applied when a party seeks
14 permission from the court to file material under seal.

15 1.1 Good Cause Statement

16 This action is likely to involve the disclosure of private personnel records and
17 other confidential employee records for which special protection from public
18 disclosure and from use for any purpose other than prosecution of this action is
19 warranted. Such private and confidential materials and information consist of,
20 personnel records, including payroll and other employment records, information that is
21 otherwise generally unavailable to the public, or which may be privileged or otherwise
22 protected from disclosure under state or federal statutes, court rules, case decisions, or
23 common law. Accordingly, to expedite the flow of information, to facilitate the
24 prompt resolution of disputes over confidentiality of discovery materials, to adequately
25 protect information the parties are entitled to keep confidential, to ensure that the
26 parties are permitted reasonable necessary uses of such material in preparation for and
27 in the conduct of trial, to address their handling at the end of the litigation, and serve
28 the ends of justice, a protective order for such information is justified in this matter. It

1 is the intent of the parties that information will not be designated as confidential for
2 tactical reasons and that nothing be so designated without a good faith belief that it has
3 been maintained in a confidential, non-public manner, and there is good cause why it
4 should not be part of the public record of this case.

5 2. DEFINITIONS

6 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
7 information or items under this Order.

8 2.2 “CONFIDENTIAL” Information or Items: information designated as
9 “CONFIDENTIAL” (regardless of how it is generated, stored, or maintained) shall
10 mean and include any document, thing, deposition testimony, interrogatory answers,
11 responses to requests for admissions and requests for production, disclosures pursuant
12 to Federal Rule of Civil Procedure 26, or other information provided in discovery or
13 settlement communications and negotiations in this Action, which contains
14 information that is non-public, confidential, and/or proprietary, whether personal, such
15 as information regarding employees’ personal and employment information including
16 without limitation social security numbers and personal bank account numbers, or
17 business related, such as information that constitutes, reflects, or concerns trade
18 secrets, know-how or proprietary data, business, financial, or commercial information,
19 the disclosure of which is likely to cause harm to the competitive position of the party
20 making the confidentiality designation, including for example non-public customer
21 lists, past product development, past business/strategic plans, past sales projections,
22 past marketing plans, and non-public contracts. Certain limited types of
23 “CONFIDENTIAL” information may be further designated, as defined and detailed
24 below, as “Confidential Attorneys’ Eyes Only Information.”

25 2.3 Counsel: Outside Counsel of Record (as well as their support staff).

26 2.4 Designating Party: a Party or Non-Party that designates information or
27 items that it produces in disclosures or in responses to discovery as
28 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

1 2.5 Disclosure or Discovery Material: all items or information, regardless of
2 the medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are produced or
4 generated in disclosures or responses to discovery in this matter.

5 2.6 Expert: a person with specialized knowledge or experience in a matter
6 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve as
7 an expert witness or as a consultant in this action, (2) is not a past or current employee
8 of a Party, (3) is not a current employee of a party's competitor, and (4) at the time of
9 retention, is not anticipated to become an employee of a Party.

10 2.7 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
11 Information or Items: extremely sensitive "Confidential Information or Items,"
12 disclosure of which to another Party or Non-Party would create a substantial risk of
13 serious competitive harm that could not be avoided by less restrictive means. This
14 type of information and items include, for example, pending patent applications,
15 products currently in development and not yet commercially released, current
16 business/strategic plans, future sales/financial projections, future marketing plans,
17 detailed sales and financial data, or other highly sensitive or proprietary competitive or
18 financial information.

19 2.8 Non-Party: any natural person, partnership, corporation, association, or
20 other entity not named as a Party to this action.

21 2.9 Outside Counsel of Record: attorneys who are not employees of a party to
22 this action but are retained to represent or advise a party to this action and have
23 appeared in this action on behalf of that party or are affiliated with a law firm which
24 has appeared on behalf of that party.

25 2.10 Party: any party to this action, including all of its officers, directors,
26 employees, consultants, and retained experts.

27 2.11 Producing Party: a Party or Non-Party that produces or provides
28 Disclosure or Discovery Material in this action.

1 2.12 Professional Vendors: persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
4 their employees and subcontractors.

5 2.13 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
7 ATTORNEYS’ EYES ONLY.”

8 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
9 from a Producing Party.

10 3. SCOPE

11 The protections conferred by this Stipulation and Order cover not only Protected
12 Material (as defined above), but also (1) any information copied or extracted from
13 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
14 Material; and (3) any testimony, conversations, or presentations by Parties or their
15 Counsel that might reveal Protected Material. However, the protections conferred by
16 this Stipulation and Order do not cover the following information: (a) any information
17 that is in the public domain at the time of disclosure to a Receiving Party or becomes
18 part of the public domain after its disclosure to a Receiving Party as a result of
19 publication not involving a violation of this Order, including becoming part of the
20 public record through trial or otherwise; and (b) any information known to the
21 Receiving Party prior to the disclosure or obtained by the Receiving Party after the
22 disclosure from a source who obtained the information lawfully and under no
23 obligation of confidentiality to the Designating Party. Any use of Protected Material at
24 trial shall be governed by a separate agreement or order.

25 4. DURATION

26 Even after final disposition of this litigation, the confidentiality obligations
27 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
28 in writing or a court order otherwise directs. Final disposition shall be deemed to be

1 the later of (1) dismissal of all claims and defenses in this action, with or without
2 prejudice; and (2) final judgment herein after the completion and exhaustion of all
3 appeals, rehearings, remands, trials, or reviews of this action, including the time limits
4 for filing any motions or applications for extension of time pursuant to applicable law.

5 **5. DESIGNATING PROTECTED MATERIAL**

6 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

7 Each Party or Non-Party that designates information or items for protection
8 under this Order must take care to limit any such designation to specific material that
9 qualifies under the appropriate standards. To the extent it is practical to do so, the
10 Designating Party must designate for protection only those parts of material,
11 documents, items, or oral or written communications that qualify – so that other
12 portions of the material, documents, items, or communications for which protection is
13 not warranted are not swept unjustifiably within the ambit of this Order.

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

19 If it comes to a Designating Party's attention that information or items that it
20 designated for protection do not qualify for protection at all or do not qualify for the
21 level of protection initially asserted, that Designating Party must promptly notify all
22 other parties that it is withdrawing the mistaken designation.

23 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this
24 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
25 or ordered, Disclosure or Discovery Material that qualifies for protection under this
26 Order must be clearly so designated before the material is disclosed or produced.
27 Designation in conformity with this Order requires:

28 (a) for information in documentary form (e.g., paper or electronic

1 documents, but excluding transcripts of depositions or other pretrial or trial
2 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
3 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that
4 contains protected material. If only a portion or portions of the material on a page
5 qualifies for protection, the Producing Party also must clearly identify the protected
6 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for
7 each portion, the level of protection being asserted.

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

22 (b) for testimony given in deposition or in other pretrial or trial
23 proceedings, that the Designating Party identify on the record, before the close of the
24 deposition, hearing, or other proceeding, all protected testimony and specify the level
25 of protection being asserted. When it is impractical to identify separately each portion
26 of testimony that is entitled to protection or it appears that substantial portions of the
27 testimony may qualify for protection, the Designating Party may invoke on the record
28 (before the deposition, hearing, or other proceeding is concluded) a right to have up to

1 21 days from the date the deposition transcript is received by counsel for the
2 Designating Party to identify the specific portions of the testimony as to which
3 protection is sought and to specify the level of protection being asserted. Only those
4 portions of the testimony that are appropriately designated for protection within the 21
5 days from the date the deposition transcript is received by counsel for the Designating
6 Party shall be covered by the provisions of this Stipulated Protective Order.

7 Alternatively, a Designating Party may specify, at the deposition or up to 21 days from
8 the date the deposition transcript is received by counsel for the Designating Party if
9 that period is properly invoked, that the entire transcript shall be treated as
10 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY.”

12 Parties shall give the other parties notice if they reasonably expect a deposition,
13 hearing or other proceeding to include Protected Material so that the other parties can
14 ensure that only authorized individuals who have signed the “Acknowledgment and
15 Agreement to Be Bound” (Exhibit A) are present at those proceedings. The use of a
16 document as an exhibit at a deposition shall not in any way affect its designation as
17 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
18 ONLY.”

19 Transcripts containing Protected Material shall have an obvious legend on the
20 title page that the transcript contains Protected Material, and the title page shall be
21 followed by a list of all pages (including line numbers as appropriate) that have been
22 designated as Protected Material and the level of protection being asserted by the
23 Designating Party. The Designating Party shall inform the court reporter of these
24 requirements. Any transcript that is prepared before the expiration of a 21-day period
25 for designation shall be treated during that period as if it had been designated
26 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
27 otherwise agreed. After the expiration of that period, the transcript shall be treated
28 only as actually designated.

1 (c) for information produced in some form other than documentary and
2 for any other tangible items, that the Producing Party affix in a prominent place on the
3 exterior of the container or containers in which the information or item is stored the
4 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
5 ONLY.” If only a portion or portions of the information or item warrant protection,
6 the Producing Party, to the extent practicable, shall identify the protected portion(s)
7 and specify the level of protection being asserted.

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
9 failure to designate qualified information or items does not, standing alone, waive the
10 Designating Party’s right to secure protection under this Order for such material.
11 Upon timely correction of a designation, the Receiving Party must make reasonable
12 efforts to assure that the material is treated in accordance with the provisions of this
13 Order.

14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
16 designation of confidentiality at any time that is consistent with the Court’s Scheduling
17 Order. Unless a prompt challenge to a Designating Party’s confidentiality designation
18 is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
19 burdens, or a significant disruption or delay of the litigation, a Party does not waive its
20 right to challenge a confidentiality designation by electing not to mount a challenge
21 promptly after the original designation is disclosed.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
23 resolution process under Local Rule 37.1 *et seq.*

24 6.3 The burden of persuasion in any such challenge proceeding shall be on the
25 Designating Party. Frivolous challenges, and those made for an improper purpose
26 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
27 expose the Challenging Party to sanctions. Unless the Designating Party has waived or
28 withdrawn the confidentiality designation, all parties shall continue to afford the

1 material in question the level of protection to which it is entitled under the Producing
2 Party's designation until the Court rules on the challenge.

3 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is
5 disclosed or produced by another Party or by a Non-Party in connection with this case
6 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
7 Material may be disclosed only to the categories of persons and under the conditions
8 described in this Order. When the litigation has been terminated, a Receiving Party
9 must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

13 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
14 otherwise ordered by the court or permitted in writing by the Designating Party, a
15 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
16 only to:

17 (a) the Receiving Party's Outside Counsel of Record in this action, as well
18 as employees of said Outside Counsel of Record;

19 (b) the officers, directors, and employees of the Receiving Party to whom
20 disclosure is reasonably necessary for this litigation and who have signed the
21 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

22 (c) Experts (as defined in this Order) of the Receiving Party to whom
23 disclosure is reasonably necessary for this litigation and who have signed the
24 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

25 (d) the court and its personnel;

26 (e) court reporters and their staff, professional jury or trial consultants,
27 and Professional Vendors to whom disclosure is reasonably necessary for this litigation
28 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

1 (f) during their depositions, witnesses in the action to whom disclosure is
2 reasonably necessary and who have signed the “Acknowledgment and Agreement to
3 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
4 by the court. Pages of transcribed deposition testimony or exhibits to depositions that
5 reveal Protected Material must be separately bound by the court reporter and may not
6 be disclosed to anyone except as permitted under this Stipulated Protective Order.

7 (g) the author or recipient of a document containing the information or a
8 custodian or other person who otherwise possessed or knew the information, including
9 if such author or recipient is a deponent, even if such deponent does not sign
10 Exhibit A.

11 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
12 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
13 writing by the Designating Party, a Receiving Party may disclose any information or
14 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
15 to:

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

20 (b) Experts (as defined by this Order) of the Receiving Party to whom
21 disclosure is reasonably necessary for this litigation and who have signed the
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (c) the court and its personnel;

24 (d) court reporters and their staff, professional jury or trial consultants,
25 and Professional Vendors to whom disclosure is reasonably necessary for this litigation
26 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
27 and

28 (e) the author or recipient of a document containing the information or a

1 custodian or other person who otherwise possessed or knew the information, including
2 if such author or recipient is a deponent, even if such deponent does not sign
3 Exhibit A.

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
5 OTHER LITIGATION

6 If a Party is served with a subpoena or a court order issued in other litigation that
7 compels disclosure of any information or items designated in this action as
8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
9 that Party must:

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

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

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

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

1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
2 IN THIS LITIGATION

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

9 (b) In the event that a Party is required, by a valid discovery request, to
10 produce a Non-Party’s confidential information in its possession, and the Party is
11 subject to an agreement with the Non-Party not to produce the Non-Party’s
12 confidential information, then the Party shall:

13 1. promptly notify in writing the Requesting Party and the Non-Party
14 that some or all of the information requested is subject to a confidentiality agreement
15 with a Non-Party;

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

19 3. make the information requested available for inspection by the
20 Non-Party.

21 (c) Subject to applicable contractual provisions, if the Non-Party fails
22 to object or seek a protective order from this court within 14 days of receiving the
23 notice and accompanying information, the Receiving Party may produce the Non-
24 Party’s confidential information responsive to the discovery request. If the Non-Party
25 timely seeks a protective order, the Receiving Party shall not produce any information
26 in its possession or control that is subject to the confidentiality agreement with the
27 Non-Party before a determination by the court. Absent a court order to the contrary,
28 the Non-Party shall bear the burden and expense of seeking protection in this court of

1 its Protected Material. Nothing in this provision shall prohibit a party from seeking a
2 court order to enable it to produce a Non-Party's confidential information in order to
3 confirm it is not breaching a contract.

4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

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

25 12. MISCELLANEOUS

26 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
27 person to seek its modification by the court in the future.

28 12.2 Right to Assert Other Objections. By stipulating to the entry of this

1 Protective Order no Party waives any right it otherwise would have to object to
2 disclosing or producing any information or item on any ground not addressed in this
3 Stipulated Protective Order. Similarly, no Party waives any right to object on any
4 ground to use in evidence of any of the material covered by this Protective Order.

5 12.3 Filing Protected Material. Without written permission from the
6 Designating Party or a court order secured after appropriate notice to all interested
7 persons, a Party may not file in the public record in this action any Protected Material.
8 A Party that seeks to file under seal any Protected Material must comply with all
9 applicable Local Rules for the Central District of California. Protected Material may
10 only be filed under seal pursuant to a court order authorizing the sealing of the specific
11 Protected Material at issue.

12 12.4 Court and Court Personnel. The Court and its personnel are not subject to
13 this Order and are not required to sign Exhibit A.

14 12.5 Disclosure Prior to Entry of this Order. If a Party decides to produce
15 information or documents subject to this Order before the Court has signed this Order,
16 the Party may nonetheless designate such information or documents pursuant to this
17 Order as if it had already been entered and, once the Order is executed, it will be
18 deemed retroactive to the date of the Party's production of such information or
19 documents.

20 13. FINAL DISPOSITION

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

1 that was returned or destroyed and (2) affirms that the Receiving Party has not retained
2 any copies, abstracts, compilations, summaries or any other format reproducing or
3 capturing any of the Protected Material. Notwithstanding this provision, Counsel are
4 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and
5 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,
6 expert reports, attorney work product, and consultant and expert work product, even if
7 such materials contain Protected Material. Any such archival copies that contain or
8 constitute Protected Material remain subject to this Protective Order as set forth in
9 Paragraph 4. The Parties acknowledge that electronic discovery makes it difficult to
10 keep track of all discovery and therefore agree to use their best efforts to ensure
11 compliance with the letter and spirit of this provision.

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1 I, Saman M. Rejali, attest that all other signatories listed, and on whose behalf
2 this filing is submitted, concur in the filing's content and have authorized this filing.

3
4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5 DATED: December 15, 2015

DONAHOO & ASSOCIATES, PC

7 By: /s/ Richard E. Donahoo

8 Richard E. Donahoo

9 Sarah L. Kokonas

10 Judith L. Camilleri

Attorneys for Plaintiff

11 DATED: December 15, 2015

FOLEY, BEZEK, BEHLE & CURTIS, LLP

13 By: /s/ Thomas G. Foley, Jr.

14 Thomas G. Foley, Jr.

15 Justin P. Karczag

16 Aaron L. Arndt

Muhammed T. Hussain

Attorneys for Plaintiff

17 DATED: December 15, 2015

K&L GATES LLP

19 By: /s/ Saman M. Rejali

20 Christopher J. Kondon

21 Saman M. Rejali

22 Attorneys for Defendants WABTEC

CORPORATION and MICHAEL MARTIN

23
24 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED

26 DATED: 12/15/2015

25
26 

27 _____
28 Alexander F. MacKinnon
United States 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 that I
5 have read in its entirety and understand the Stipulated Protective Order that was issued
6 by the United States District Court for the Central District of California on
7 _____ in the case of *John Busker v. Wabtec Corporation*, et al., Case No. 2:15-
8 cv-08194-ODW-AFM. I agree to comply with and to be bound by all the terms of this
9 Stipulated 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
12 subject to this Stipulated Protective Order to any person or entity except in strict
13 compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for
15 the Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action.

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

22 Date: _____

23 City and State where sworn and signed: _____

24 Printed name: _____
25 [printed name]

26 Signature: _____
27
28