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 6 *Arminak & Associates, LLC,*
Rieke-Arminak Corporation,
 7 *Mark Box and David Pritchett*

8 UNITED STATES DISTRICT COURT
 9 CENTRAL DISTRICT OF CALIFORNIA

10 HELGA ARMINAK, an individual; and
 ARMIN ARMINAK, an individual,
 11 Plaintiffs,

12 vs.

13 ARMINAK & ASSOCIATES, LLC, a
 Delaware limited liability company;
 14 RIEKE-ARMINAK CORPORATION, a
 Delaware Corporation; MARK BOX, an
 15 individual; DAVID PRITCHETT, an
 16 individual; and Does 1 through 10,
 inclusive,
 17 Defendants.

Case Number: 2:16-cv-03382 JAK (SSx)

DISCOVERY MATTER:

PROTECTIVE ORDER

Honorable Suzanne H. Segal

REED SMITH LLP
 A limited liability partnership formed in the State of Delaware

28

1 **1. PURPOSES AND LIMITATIONS**

2 Discovery in this action has involved and is likely to continue to involve
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than prosecuting
5 this litigation may be warranted. Accordingly, the Parties hereby stipulate to and ask
6 the Court to enter the following Stipulated Protective Order. The Parties acknowledge
7 that this 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 also acknowledge, as set forth in
11 Section 12.3, 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 **2. GOOD CAUSE STATEMENT**

16 This action is likely to involve trade secrets, proprietary business information,
17 competitively sensitive information, or other information the disclosure of which
18 would, in the good faith judgment of the Party, or, as appropriate, Non-Party,
19 designating the material as confidential or highly confidential, be detrimental to the
20 conduct of that Party's or Non-Party's business or the business of any of that Party's
21 or Non-Party's customers or clients including customer and pricing lists and other
22 valuable research, development, commercial, financial, technical and/or proprietary
23 information for which special protection from public disclosure and from use for any
24 purpose other than prosecution of this action is warranted. Such confidential and
25 proprietary materials and information consist of, among other things, confidential
26 business or financial information, information regarding confidential business
27 practices, or other confidential research, development, or commercial information
28 (including information implicating privacy rights of third parties), information

1 otherwise generally unavailable to the public, or which may be privileged or otherwise
2 protected from disclosure under state or federal statutes, court rules, case decisions, or
3 common law. Accordingly, to expedite the flow of information, to facilitate the
4 prompt resolution of disputes over confidentiality of discovery materials, to
5 adequately protect information the Parties are entitled to keep confidential, to ensure
6 that the Parties are permitted reasonable necessary uses of such material in preparation
7 for and in the conduct of trial, to address their handling at the end of the litigation, and
8 serve the ends of justice, a protective order for such information is justified in this
9 matter. It is the intent of the Parties that information will not be designated as
10 “confidential” or “highly confidential” for tactical reasons and that nothing be so
11 designated without a good faith belief that it has been maintained in a confidential,
12 non-public manner, and there is good cause why it should not be part of the public
13 record of this case.

14 **3. DEFINITIONS**

15 3.1 Action: The case pending as *Helga Arminak and Armin Arminak vs.*
16 *Arminak & Associates, LLC, Rieke-Arminak Corporation, Mark Box and David*
17 *Pritchett*, case no. 2:16-cv-03382 (JAK) Ssx.

18 3.2 Challenging Party: a Party or Non-Party that challenges the designation of
19 information or items under this Order.

20 3.3 “CONFIDENTIAL” Information or Items: shall mean all Documents and
21 Testimony, and all information contained therein, and other information designated as
22 confidential (regardless of how it is generated, stored or maintained), if such
23 Documents or Testimony contain trade secrets, proprietary business information,
24 competitively sensitive information, or other information the disclosure of which
25 would, in the good faith judgment of the Party, or, as appropriate, Non-Party,
26 designating the material as confidential, be detrimental to the conduct of that Party’s
27 or Non-Party’s business or the business of any of that Party’s or Non-Party’s
28 customers or clients. Confidential Information shall also include personal information

1 including, but not limited to, Social Security numbers, bank and other financial
2 account numbers, credit card numbers, tax returns, personal financial information, and
3 other sensitive personal information.

4 3.4 “HIGHLY CONFIDENTIAL” Information or Items: shall mean all
5 Documents and Testimony, and all information contained therein, and other
6 information designated as highly confidential, if, in the good faith judgment of the
7 party designating the material as highly confidential, such Documents or Testimony
8 contain information that, if disclosed to any party to this action or the directors,
9 officers, or employees of any party to this action, would cause a present, clearly
10 defined, and serious injury to the business or business relationships of the party
11 designating the material as highly confidential.

12 3.5 Counsel: Outside Counsel of Record and In-House Counsel (as well as their
13 support staff).

14 3.6 Designating Party: A Party or Non-Party that designates information or
15 items that it produces in disclosures or in responses to discovery as
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

17 3.7 Disclosure or Discovery Material: All items or information, regardless of
18 the medium or manner in which it is generated, stored, or maintained (including,
19 among other things, testimony, transcripts, and tangible things), that are produced or
20 generated in disclosures or responses to discovery in this matter.

21 3.8 Expert: A person with specialized knowledge or experience in a matter
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
23 expert witness or as a consultant in this Action.

24 3.9 In-House Counsel: Attorneys who are employees of a party to this Action.
25 In-House Counsel does not include Outside Counsel of Record or any other outside
26 counsel.

27 3.10 Non-Party: Any natural person, partnership, corporation, association, or
28 other legal entity not named as a Party to this action.

1 3.11 Outside Counsel of Record: Attorneys who are not employees of a party to
2 this Action but are retained to represent or advise a party to this Action and have
3 appeared in this Action on behalf of that party or are affiliated with a law firm which
4 has appeared on behalf of that party, and includes support staff.

5 3.12 Party: Any party to this Action, including all of its agents, officers,
6 directors, employees, consultants, retained experts, and Outside Counsel of Record
7 (and their support staffs).

8 3.13 Producing Party: A Party or Non-Party that produces Disclosure or
9 Discovery Material in this Action.

10 3.14 Professional Vendors: Persons or entities that provide litigation support
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)
13 and their employees and subcontractors.

14 3.15 Protected Material: Any Disclosure or Discovery Material that is
15 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

16 3.16 Receiving Party: A Party that receives Disclosure or Discovery Material
17 from a Producing Party.

18 **4. SCOPE**

19 The protections conferred by this Stipulation and Order cover not only
20 Protected Material (as defined above), but also (1) any information copied or extracted
21 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
22 Protected Material; and (3) any testimony, conversations, or presentations by Parties
23 or their Counsel that might reveal Protected Material. Any use of Protected Material at
24 trial shall be governed by the orders of the trial judge. This Order does not govern the
25 use of Protected Material at trial.

26 The Parties further agree that the following discovery which occurred prior to
27 the entry of this Protective Order is also subject to this Order: (1) Plaintiffs Helga
28 Arminak and Armin Arminak’s document production, bates labeled PLTFFS-0000001

1 to PLTFFS-0004959, produced on February 28, 2017 and March 1, 2017; (2)
2 Defendants document production , bates labeled Rieke_CA_881 to Rieke_CA_4719;
3 (3) the deposition of William D. Kent, which occurred on March 2, 2017; and (4) the
4 deposition of Judy Baranowski, which occurred on March 3, 2017.

5 **5. DURATION**

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

14 **6. DESIGNATING PROTECTED MATERIAL**

15 6.1 Exercise of Restraint and Care in Designating Material for Protection. Each
16 Party or Non-Party that designates information or items for protection under this
17 Order must take care to limit any such designation to specific material that qualifies
18 under the appropriate standards. The Designating Party must designate for protection
19 only those parts of material, documents, items, or oral or written communications that
20 qualify so that other portions of the material, documents, items, or communications
21 for which protection is not warranted are not swept unjustifiably within the scope of
22 this Order. Mass, indiscriminate, or routinized designations are prohibited.
23 Designations that are shown to be clearly unjustified or that have been made for an
24 improper purpose (e.g., to unnecessarily encumber the case development process or to
25 impose unnecessary expenses and burdens on other parties) may expose the
26 Designating Party to sanctions.

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

4 6.2 Manner and Timing of Designations. Except as otherwise provided in this
5 Order (see, e.g., second paragraph of section 6.2(a) below), or as otherwise stipulated
6 or ordered, Disclosure or Discovery Material that qualifies for protection under this
7 Order must be clearly so designated before the material is disclosed or produced.

8 Designation in conformity with this Order requires:

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

18 A Party or Non-Party that makes original documents available for
19 inspection need not designate them for protection until after the inspecting
20 Party has indicated which documents it would like copied and produced.
21 During the inspection and before the designation, all of the material made
22 available for inspection shall be deemed "HIGHLY CONFIDENTIAL."
23 After the inspecting Party has identified the documents it wants copied and
24 produced, the Producing Party must determine which documents, or portions
25 thereof, qualify for protection under this Order. Then, before producing the
26 specified documents, the Producing Party must affix the
27 "CONFIDENTIAL" legend or "HIGHLY CONFIDENTIAL" legend to each
28 page that contains Protected Material. If only a portion or portions of the

1 material on a page qualifies for protection, the Producing Party also must
2 clearly identify the protected portion(s) (e.g., by making appropriate
3 markings in the margins).

4 (b) for testimony given in deposition that the Designating Party identify
5 the Disclosure or Discovery Material at the time of the testimony or in
6 writing within twenty-one (21) days after receipt by the Designating Party of
7 the transcript of the deposition.

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

15 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
16 to designate qualified information or items does not, standing alone, waive the
17 Designating Party’s right to secure protection under this Order for such material.
18 Upon timely correction of a designation, the Receiving Party must make reasonable
19 efforts to assure that the material is treated in accordance with the provisions of this
20 Order.

21 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

22 7.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
23 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

24 7.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
25 process under Local Rule 37.1 *et seq.*

26 7.3 The burden of persuasion in any such challenge proceeding shall be on the
27 Designating Party. Frivolous challenges, and those made for an improper purpose
28 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may

1 expose the Challenging Party to sanctions. Unless the Designating Party has waived or
2 withdrawn the confidentiality designation, all parties shall continue to afford the
3 material in question the level of protection to which it is entitled under the Producing
4 Party’s designation until the Court rules on the challenge.

5 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

6 8.1 Basic Principles. A Receiving Party may use Protected Material that is
7 disclosed or produced by another Party or by a Non-Party in connection with this
8 Action only for prosecuting, defending, or attempting to settle this Action. Such
9 Protected Material may be disclosed only to the categories of persons and under the
10 conditions described in this Order. When the Action has been terminated, a
11 Receiving Party must comply with the provisions of section 14 below (FINAL
12 DISPOSITION). Protected Material must be stored and maintained by a Receiving
13 Party at a location and in a secure manner that ensures that access is limited to the
14 persons authorized under this Order.

15 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
16 ordered by the court or permitted in writing by the Designating Party, a Receiving
17 Party may disclose any information or item designated “CONFIDENTIAL” only to:

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

21 (b) the officers, directors, and employees (including House Counsel) of the
22 Receiving Party to whom disclosure is reasonably necessary for this Action;

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

26 (d) the court and its personnel, if filed in accordance with paragraph 13;

27 (e) court reporters and their staff;

28 (f) professional jury or trial consultants, mock jurors, and Professional

1 Vendors to whom disclosure is reasonably necessary for this Action and who have
2 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

14 (i) any mediator or settlement officer, and their supporting personnel, mutually
15 agreed upon by any of the Parties engaged in settlement discussions.

16 8.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items. Unless
17 otherwise ordered by the court or permitted in writing by the Designating Party, a
18 Receiving Party may disclose any information or item designated “HIGHLY
19 CONFIDENTIAL” only to:

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

23 (b) Experts (as defined in this Order) – not including officers or employees of a
24 party – of the Receiving Party to whom disclosure is reasonably necessary for this
25 Action and who have signed the “Acknowledgment and Agreement to Be Bound”
26 (Exhibit A);

27 (c) the court and its personnel, if filed in accordance with paragraph 13.3 of this
28 Order;

1 (d) court reporters and their staff;

2 (e) to deposition witnesses in this action provided that the Receiving Party shall
3 give the Producing Party five (5) business days’ written notice via email, personal
4 delivery of correspondence, or any other means sufficient to provide the Producing
5 party with actual notice at least five (5) business days’ prior to the disclosure of
6 Highly Confidential Information pursuant to this section. Written notice shall include
7 the name, employment, and affiliations of the person or entity to which the Highly
8 Confidential Information is sought to be disclosed. This provision shall not apply to
9 potential witnesses, experts, consultants or their attorneys, staff, representative or
10 agents who are authors or prior recipients of the Highly Confidential Information. If
11 during the five (5) business day period the Producing Party objects to the disclosure,
12 then no disclosure shall be made until the Receiving Party obtains from the Court an
13 Order compelling such disclosure. The Parties shall confer in good faith to resolve
14 any such disagreements prior to bringing any motion to compel disclosure. The court
15 reporter and any deposition witness who is given access to Highly Confidential
16 Information pursuant to this section shall, prior thereto, be provided with a copy of
17 this Protective Order and shall execute Exhibit “A” attached hereto. Counsel for the
18 party obtaining the certificate shall supply a copy to counsel for the other party.

19 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
20 **IN OTHER LITIGATION**

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

24 (a) within five (5) days of receipt of the subpoena or court order notify in
25 writing the Designating Party. Such notification shall include a copy of the subpoena
26 or court order;

27 (b) within five (5) days of receipt of the subpoena or court order notify in
28 writing the party who caused the subpoena or order to issue in the other litigation that

1 some or all of the material covered by the subpoena or order is subject to this
2 Protective Order. Such notification shall include a copy of this Stipulated Protective
3 Order; and

4 (c) cooperate with respect to all reasonable procedures sought to be pursued by
5 the Designating Party whose Protected Material may be affected. If the Designating
6 Party objects in writing within ten (10) days , the Party served with the subpoena or
7 court order shall not produce any information designated in this action as
8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a determination by the
9 court from which the subpoena or order issued on any motion for protective order,
10 motion to compel brought by the party who caused the subpoena or order to issue in
11 the other litigation, or until the Designating party states in writing that it does not
12 object to disclosure of the Protected Material. The Designating Party shall bear the
13 burden and expense of seeking protection in that court of its confidential material.

14 In the event documents or other things responsive to a subpoena properly issued
15 and served on a Non-Party to this Action may contain material which may be subject
16 to designation by a Party pursuant to this Order, the Party may notify the other parties
17 of its belief, in which case all documents produced in response to the subpoena shall
18 be considered HIGHLY CONFIDENTIAL, if identified as such by a Party pursuant to
19 this Order, for thirty (30) days after they are produced. After the 30th day following
20 production, all documents produced pursuant to the subpoena shall be deemed non-
21 confidential except any documents otherwise designated as CONFIDENTIAL or
22 HIGHLY CONFIDENTIAL pursuant to the terms of this Order or by the Designating
23 Party.

24 **10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
25 **PRODUCED IN THIS LITIGATION**

26 (a) The terms of this Order are applicable to information produced by a Non-
27 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
28 CONFIDENTIAL.” Such information produced by Non-Parties in connection with

1 this litigation is protected by the remedies and relief provided by this Order. Nothing
2 in these provisions should be construed as prohibiting a Non-Party from seeking
3 additional protections.

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

8 (1) within five (5) days of receipt of the discovery request notify in
9 writing the Requesting Party and the Non-Party that some or all of the
10 information requested is subject to a confidentiality agreement with a Non-
11 Party;

12 (2) within five (5) days of receipt of the discovery request provide the
13 Non-Party with a copy of the Stipulated Protective Order in this Action, the
14 relevant discovery request(s), and a reasonably specific description of the
15 information requested; and

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

18 (c) If the Non-Party fails to seek a protective order from this court within
19 fourteen (14) days of receiving the notice and accompanying information or there is
20 not otherwise a motion pending to address whether the Non-Party's information
21 should be produced, the Receiving Party may produce the Non-Party's confidential or
22 highly confidential information responsive to the discovery request. If the Non-Party
23 timely seeks a protective order or there otherwise is a motion pending on this topic,
24 the Receiving Party shall not produce any information in its possession or control that
25 is subject to the confidentiality agreement with the Non-Party before a determination
26 by the court. Absent a court order to the contrary, the Non-Party shall bear the burden
27 and expense of seeking protection in this court of its Protected Material.

1 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

10 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
11 **PROTECTED MATERIAL**

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

22 **13. MISCELLANEOUS**

23 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
24 person to seek its modification by the Court in the future.

25 13.2 Right to Assert Other Objections. By stipulating to the entry of this
26 Protective Order no Party waives any right it otherwise would have to object to
27 disclosing or producing any information or item on any ground not addressed in this
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1 Stipulated Protective Order. Similarly, no Party waives any right to object on any
2 ground to use in evidence of any of the material covered by this Protective Order.

3 13.3 Filing Protected Material.

4 (a) A Party or, as appropriate, Non-Party, who seeks to file with the Court (i) any
5 deposition transcripts, exhibits, answers to interrogatories, or other documents which
6 have previously been designated as “CONFIDENTIAL” or “HIGHLY
7 CONFIDENTIAL”, or (ii) any pleading, brief or memorandum which reproduces,
8 paraphrases or discloses information designated as “CONFIDENTIAL” or “HIGHLY
9 CONFIDENTIAL” shall follow the procedures of Local Rule 79-5’s, *et. seq.*,
10 including the procedures regarding notice to the Designating Party and filing the
11 document(s) under seal. Protected Material may only be filed under seal pursuant to a
12 court order authorizing the sealing of the specific Protected Material at issue. If a
13 Party's request to file Protected Material under seal is denied by the court, then the
14 Receiving Party may file the information in the public record unless otherwise
15 instructed by the court.

16 (b) All pleadings, briefs or memoranda which reproduce, paraphrase or disclose
17 any materials which have previously been designated by a party as comprising or
18 containing Confidential Information or Highly Confidential Information shall identify
19 such documents by the production number ascribed to them at the time of production.

20 **14. FINAL DISPOSITION**

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

1 all the Protected Material that was returned or destroyed and (2) affirms that the
2 Receiving Party has not retained any copies, abstracts, compilations, summaries or
3 any other format reproducing or capturing any of the Protected Material.
4 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
5 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
6 correspondence, deposition and trial exhibits, expert reports, attorney work product,
7 and consultant and expert work product, even if such materials contain Protected
8 Material. Any such archival copies that contain or constitute Protected Material
9 remain subject to this Protective Order as set forth in Section 5 (DURATION).

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

13 **15. NO WAIVER**

14 Other than as specified herein, the taking of or the failure to take any action to
15 enforce the provisions of this Protective Order, or the failure to object to any
16 designation or any such action or omission, shall not constitute a waiver of any right
17 to seek and obtain protection or relief in this action or any other action, such right,
18 including, but not limited to, the right to claim that any information is or is not
19 proprietary to any Designating Party, is or is not entitled to particular privilege or
20 work product or protection, or that such information does or does not embody trade
21 secrets of any Designating Party. The procedures set forth herein shall not affect the
22 rights of Parties to object to discovery on grounds other than those related to trade
23 secrete or proprietary information claims; nor shall it relieve a Designating Party of
24 the necessity of proper response to discovery.

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1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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DATED: April 4, 2017

_____/S/_____
The Honorable Suzanne H. Segal
United States District Court
Magistrate Judge

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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
_____ [date] in the case of *Helga Arminak, Armin Arminak and Roger Abadjian*
vs. Arminak & Associates, LLC, Rieke-Arminak Corporation, William D. Kent, David
Pritchett, Mark Box and Judy Baranowski, Case Number 2:16-cv-03519 (JAK) Ssx. 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.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____