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NOTE CHANGES MADE BY THE COURT

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MEI MA, an individual,	)	CASE NO. 2:16-cv-4558
	)	
Plaintiff,	)	Assigned to: Honorable John A. Kronstadt
	)	
v.	)	Referred to: Magistrate Judge Alicia G. Rosenberg
	)	
CONVERGENT OUTSOURCING, INC., a	)	
Washington corporation; and DOES 1-10,	)	
	)	<b>DISCOVERY MATTER</b>
Defendant.	)	<b>PROTECTIVE ORDER</b>
	)	<del>PROPOSED ORDER</del>
	)	<del>GRANTING DEFENDANT</del>
	)	<del>CONVERGENT</del>
	)	<del>OUTSOURCING, INC.'S</del>
	)	<del>MOTION FOR PROTECTIVE</del>
	)	<del>ORDER</del>
	)	Date: May 23, 2017
	)	Time: 10:00 a.m.
	)	Courtroom: B, 8 <sup>th</sup> Floor
	)	Complaint Filed: June 23, 2016

NOTE CHANGES MADE BY THE COURT

Following consideration of defendant Convergent Outsourcing, Inc.'s ("Convergent") Motion for a Protective Order, plaintiff Mei Ma's opposition thereto, ~~Convergent's reply~~, and all other pleadings filed in this matter, the Court ~~GRANTS Convergent's Motion for a Protective Order. The Court further finds~~ and orders the following:

1 The Court finds that certain documents likely to be disclosed or produced  
2 during the course of this litigation set forth confidential third party identifying and  
3 financial information, and that good cause exists for entry of a Protective Order to  
4 safeguard the confidentiality of that information. The Court further finds that  
5 certain documents likely to be disclosed or produced during the course of this  
6 litigation set forth Convergent’s confidential, proprietary, trade secret, or otherwise  
7 protectable commercial information and that good cause exists for entry of a  
8 Protective Order to safeguard the confidentiality of that information. Accordingly,  
9 the Court orders that all parties shall comply with the terms and conditions of the  
10 following Protective Order:

11 **PROTECTIVE ORDER**

12 1. PURPOSES AND LIMITATIONS

13 The Court finds that disclosure and discovery activity in this action are  
14 likely to involve production of confidential, proprietary, or private information for  
15 which special protection from public disclosure and from use for any purpose other  
16 than prosecuting this litigation may be warranted. This Order does not confer  
17 blanket protections on all disclosures or responses to discovery. Rather, the  
18 protection the Order affords from public disclosure and use extends only to the  
19 limited information or items that are entitled to confidential treatment under the  
20 applicable legal principles. Further, as set forth in Section 12.3, below, this  
21 Protective Order does not entitle defendant Convergent Outsourcing, Inc.  
22 (“Convergent”) or plaintiff Mei Ma (collectively, the “parties”) to file confidential  
23 information under seal; Civil Local Rule 79-5 sets forth the procedures that must  
24 be followed and the standards that will be applied when a party seeks permission  
25 from the court to file material under seal.

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1 2. DEFINITIONS

2 2.1 Challenging Party: a Party that challenges the designation of  
3 information or items under this Order.

4 2.2 “CONFIDENTIAL” Information or Items: information (regardless of  
5 how it is generated, stored, or maintained) or tangible things that contain  
6 proprietary business or personal information of a party (or of a third person whose  
7 information the party is under a duty to maintain in confidence).

8 “CONFIDENTIAL” Information or Items generally include materials used by the  
9 Designating Party in or pertaining to its business, which matter is not generally  
10 known and which the Designating Party would not normally reveal to third parties  
11 or would cause third parties to maintain in confidence. Disclosure or Discovery  
12 Material containing Confidential Information may be designated  
13 “CONFIDENTIAL.”

14 2.3 Counsel (without qualifier): Outside Counsel of Record and House  
15 Counsel (as well as their support staff).

16 2.4 Designating Party: a Party or Non-Party that designates information  
17 or items that it produces in disclosures or in responses to discovery as  
18 “CONFIDENTIAL AND/OR ATTORNEYS’ EYES ONLY.”

19 2.5 Disclosure or Discovery Material: all items or information, such as  
20 oral, written, documentary, testimony, tangible, intangible, electronic, or digitized,  
21 now or hereafter, that are produced or generated in disclosures or responses to  
22 discovery in this matter, including material or information produced by non-parties  
23 if they so request.

24 2.6 Expert: a person with specialized knowledge or experience in a  
25 matter pertinent to the litigation who: (1) has been retained by a Party or its  
26 counsel to serve as an expert witness or as a consultant in this action; (2) is not a  
27 past or current employee of a Party or of a Party’s competitor, and (3) at the time  
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1 of retention, is not anticipated to become an employee of a Party or of a Party's  
2 competitor.

3 2.7 House Counsel: attorneys who are employees of a party to this action.  
4 House Counsel does not include Outside Counsel of Record or any other outside  
5 counsel.

6 2.8 Non-Party: any natural person, partnership, corporation, association,  
7 or other legal entity not named as a Party to this action.

8 2.9 Outside Counsel of Record: attorneys who are not employees of a  
9 party to this action but are retained to represent or advise a party to this action and  
10 have appeared in this action on behalf of that party or are affiliated with a law firm  
11 which has appeared on behalf of that party (presently, Law Offices of Scott  
12 Warmuth for plaintiff Mei Ma and Gordon & Rees, LLP for defendant Convergent  
13 Outsourcing, Inc.).

14 2.10 Party: any party to this action, including all of its officers, directors,  
15 employees, consultants, retained experts, and Outside Counsel of Record (and their  
16 support staffs).

17 2.11 Producing Party: a Party or Non-Party that produces Disclosure or  
18 Discovery Material in this action.

19 2.12 Professional Vendors: persons or entities that provide litigation  
20 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
21 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
22 and their employees and subcontractors.

23 2.13 Insurance Carrier Representative: the Receiving Party's insurance  
24 carrier or carrier(s) and their counsel to the extent reasonably related to any actual  
25 or potential coverage in connection with this litigation.

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1           2.14 Protected Material: any Disclosure or Discovery Material that is  
2 designated as “CONFIDENTIAL AND/OR ATTORNEYS’ EYES ONLY.”

3           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
4 Material from a Producing Party.

5           2.16 “ATTORNEYS’ EYES ONLY” Information or Items: information  
6 (regardless of how generated, stored, or maintained) or tangible things that a  
7 Designating Party believes in good faith to be extremely sensitive  
8 CONFIDENTIAL information, disclosure of which to another Party or Non-Party  
9 would create substantial risk of material economic harm to the Producing Party  
10 that could not be avoided by less restrictive means. The parties agree that the  
11 ATTORNEYS’ EYES ONLY designation includes the following categories of  
12 information, to the extent the criteria of the first sentence of this Section 2.16 are  
13 met: (i) confidential business, marketing, or strategic plans, including business,  
14 marketing, and technical information regarding future products; and (ii) trade  
15 secrets (including as defined in Cal. Civ. Code § 3426.1) and highly confidential  
16 and commercially sensitive technical information.

17 3. SCOPE

18           The protections conferred by this Order cover not only Protected Material  
19 (as defined above), but also (1) any information copied or extracted from Protected  
20 Material; (2) all copies, excerpts, summaries, or compilations of Protected  
21 Material; and (3) any testimony, conversations, or presentations by Parties or their  
22 Counsel that might reveal Protected Material. However, the protections conferred  
23 by this Order do not cover the following information: (a) any information that is in  
24 the public domain at the time of disclosure to a Receiving Party or becomes part of  
25 the public domain after its disclosure to a Receiving Party as a result of publication  
26 not involving a violation of this Order, including becoming part of the public  
27 record through trial or otherwise; and (b) any information known to the Receiving  
28 Party prior to the disclosure or obtained by the Receiving Party after the disclosure

1 from a source who obtained the information lawfully and under no obligation of  
2 confidentiality to the Designating Party. Any use of Protected Material at trial shall  
3 be governed by a separate agreement or order.

4 4. DURATION

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

13 5. DESIGNATING PROTECTED MATERIAL

14 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic  
5 documents, but excluding transcripts of depositions or other pretrial or trial  
6 proceedings), that the Producing Party affix the legend “CONFIDENTIAL  
7 AND/OR ATTORNEYS’ EYES ONLY” to each page that contains protected  
8 material. If only a portion or portions of the material on a page qualifies for  
9 protection, the Producing Party also must clearly identify the protected portion(s)  
10 (e.g., by making appropriate markings in the margins).

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

24 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
25 that the Designating Party identify on the record, before the close of the deposition,  
26 hearing, or other proceeding, all protected testimony.

27 Deposition testimony may be treated as “CONFIDENTIAL AND/OR  
28 ATTORNEYS’ EYES ONLY” during the deposition, as the Designating Party

1 may direct, and the transcript of the designated testimony shall be transcribed on  
2 separate pages and so marked by the reporter. A Designating Party also may so  
3 designate portions of the deposition after the transcription is produced and shall  
4 have twenty (20) days after receipt of such deposition transcript to advise the  
5 Receiving Party, in writing, of the portions of the deposition transcript that are to  
6 be designated as "CONFIDENTIAL AND/OR ATTORNEYS' EYES ONLY"  
7 after which period the right to make such designations shall be waived.

8 The Designating Party may exclude any person from a deposition, other than  
9 those to whom Confidential Information may be disclosed pursuant to this Order.  
10 Failure of such person(s) to comply with the request hereunder shall constitute  
11 substantial justification for counsel to advise the witness to refrain from answering  
12 the question seeking to reveal Confidential Information.

13 (c) for information produced in some form other than documentary and for  
14 any other tangible items, that the Producing Party affix in a prominent place on the  
15 exterior of the container or containers in which the information or item is stored  
16 the legend "CONFIDENTIAL AND/OR ATTORNEYS' EYES ONLY." If only a  
17 portion or portions of the information or item warrant protection, the Producing  
18 Party, to the extent practicable, shall identify the protected portion(s).

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
20 failure to designate qualified information or items does not, standing alone, waive  
21 the Designating Party's right to secure protection under this Order for such  
22 material. Upon timely correction of a designation, the Receiving Party must make  
23 reasonable efforts to assure that the material is treated in accordance with the  
24 provisions of this Order.

25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1 Timing of Challenges. Any Party may challenge a designation of  
27 confidentiality at any time. Consistent with the pretrial schedule.  
~~Unless a prompt challenge to a Designating Party's~~  
28 ~~confidentiality designation is necessary to avoid foreseeable, substantial~~

*Ad*

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1 ~~unfairness, unnecessary economic burdens, or a significant disruption or delay of~~  
2 ~~the litigation, a Party does not waive its right to challenge a confidentiality~~  
3 ~~designation by electing not to mount a challenge promptly after the original~~  
4 ~~designation is disclosed.~~

5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process by providing written notice of each designation it is challenging  
7 and describing the basis for each challenge. To avoid ambiguity as to whether a  
8 challenge has been made, the written notice must recite that the challenge to  
9 confidentiality is being made in accordance with this specific paragraph of the  
10 Protective Order. The parties shall attempt to resolve each challenge in good faith  
11 and must begin the process by conferring directly (in voice to voice dialogue; other  
12 forms of communication are not sufficient) within 14 days of the date of service of  
13 notice. In conferring, the Challenging Party must explain the basis for its belief that  
14 the confidentiality designation was not proper and must give the Designating Party  
15 an opportunity to review the designated material, to reconsider the circumstances,  
16 and, if no change in designation is offered, to explain the basis for the chosen  
17 designation. A Challenging Party may proceed to the next stage of the challenge  
18 process only if it has engaged in this meet and confer process first or establishes  
19 that the Designating Party is unwilling to participate in the meet and confer process  
20 in a timely manner.

21 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without  
22 court intervention, the <sup>Designating</sup> ~~Receiving~~ Party may seek a Court Order <sup>to retain</sup> ~~setting aside the~~  
23 ~~Designating Party's Designation~~ <sup>Confidentiality</sup> pursuant to the discovery dispute procedures set  
24 forth in Central District of California Civil Local Rules <sup>37 and the magistrate</sup> ~~37-1 through 37-4~~  
<sup>judge's procedures.</sup>

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25 The burden of persuasion in any such challenge proceeding shall be on the  
26 Designating Party. Frivolous <sup>motions or</sup> challenges, and those made for an improper purpose  
27 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
28 expose the Challenging Party to sanctions. ~~Unless the Designating Party has~~

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1 ~~waived the confidentiality designation by failing to file a motion to retain~~  
2 ~~confidentiality as described above.~~ <sup>A</sup> all parties shall continue to afford the material  
3 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~~ <sup>motion.</sup>

5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

6 7.1 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 case only for prosecuting, defending, or attempting to settle this litigation. Such  
9 Protected Material may be disclosed only to the categories of persons and under  
10 the conditions described in this Order. When the litigation has been terminated, a  
11 Receiving Party must comply with the provisions of section 13 below (FINAL  
12 DISPOSITION).

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

16 7.2 Disclosure of "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  
19 "CONFIDENTIAL" only to:

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

23 (b) the officers, directors, and employees (including House Counsel) of the  
24 Receiving Party to whom disclosure is reasonably necessary for this litigation, and  
25 who have signed the Acknowledgment and Agreement to Be Bound by Protective  
26 Order (Exhibit A);

27 (c) Experts (as defined in this Order) of the Receiving Party ~~to whom~~  
28 ~~disclosure is reasonably necessary for this litigation and~~ who have signed the

1 Acknowledgment and Agreement to Be Bound by Protective Order (Exhibit A)

2 ~~provided that the Receiving Party seeking to disclose information to said Experts~~  
3 ~~comply with the following procedures prior to disclosure:~~

4 (i) ~~Unless otherwise ordered by the court or agreed to in writing by~~  
5 ~~the Designating Party, a Party that seeks to disclose to an Expert any~~  
6 ~~information or item that has been designated CONFIDENTIAL first~~  
7 ~~must make a written request to the Designating Party that: (1) sets~~  
8 ~~forth the full name of the Expert and the city and state of his or her~~  
9 ~~primary residence; (2) attaches a copy of the Expert's current resume;~~  
10 ~~(3) identifies the Expert's current employer(s); (4) identifies each~~  
11 ~~person or entity from whom the Expert has received compensation or~~  
12 ~~funding for work in his or her areas of expertise or to whom the expert~~  
13 ~~has provided professional services, including in connection with a~~  
14 ~~litigation, at any time during the preceding five years; and (5)~~  
15 ~~identifies (by name and number of the case, filing date, and location~~  
16 ~~of court) any litigation in connection with which the Expert has~~  
17 ~~offered expert testimony, including through a declaration, report, or~~  
18 ~~testimony at a deposition or trial, during the preceding five years.~~

19 (ii) ~~A Party that makes a request and provides the information~~  
20 ~~specified in the preceding respective paragraphs may disclose the~~  
21 ~~subject Protected Material to the identified Expert unless, within~~  
22 ~~seven (7) business days of delivering the request, the Party receives a~~  
23 ~~written objection from the Designating Party. Any such objection~~  
24 ~~must set forth in detail the grounds on which it is based.~~

25 (iii) ~~A Party that receives a timely written objection must meet and~~  
26 ~~confer with the Designating Party (through direct voice to voice~~  
27 ~~dialogue) to try to resolve the matter by agreement within seven (7)~~  
28 ~~business days of the written objection. If no agreement is reached, the~~

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~~Party seeking to make the disclosure to the Expert may file a motion in accordance with the Local Rules seeking permission from the court to do so. Any such motion must describe the circumstances with specificity, set forth in detail the reasons why the disclosure to the Expert is reasonably necessary, assess the risk of harm that the disclosure would entail, and suggest any additional means that could be used to reduce that risk. In addition, any such motion must be accompanied by a competent declaration describing the parties' efforts to resolve the matter by agreement (i.e., the extent and the content of the meet and confer discussions) and setting forth the reasons advanced by the Designating Party for its refusal to approve the disclosure. In any such proceeding, the Party opposing disclosure to the Expert shall bear the burden of proving that the risk of harm that the disclosure would entail (under the safeguards proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Expert.~~

- (d) the court and its personnel;
- (e) Court reporters and their staff and Professional Vendors (as defined in this Order) to whom disclosure is reasonably necessary for this litigation;
- (f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the Acknowledgment and Agreement to Be Bound by Protective Order (Exhibit A), **unless otherwise agreed by the Designating Party or ordered by the Court.** Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Protective Order.
- (g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

1 (h) A party's Insurance Carrier Representative (as defined in this Order) to  
2 whom disclosure is reasonably necessary for this litigation and who have signed  
3 the Acknowledgment and Agreement to Be Bound by Protective Order (Exhibit  
4 A).

5 7.3 Disclosure of "ATTORNEYS' EYES ONLY" Information or Items.

6 Unless otherwise ordered by the court or permitted in writing by the Designating  
7 Party, a Receiving Party may disclose any information or item designated  
8 "ATTORNEYS' EYES ONLY" only to the court and its personnel, and to the  
9 categories of persons identified in subparagraphs 2.6, 2.7, 2.9, 2.12, and 2.13,  
10 subject to the execution of the Acknowledgment and Agreement to Be Bound by  
11 Protective Order (Exhibit A) as required in Section 7.2 for the specified categories  
12 of persons, ~~and compliance with the pre-disclosure procedures outlined for Experts~~  
13 ~~in subparagraphs 7.2(c)(i)-(iii) above.~~

14 7.4 Copies of the "Acknowledgment and Agreement to be Bound" forms  
15 required under subparagraphs 7.2 and 7.3 shall be ~~promptly served on the~~ *maintained by the Receiving*  
16 ~~Producing Party and/or Designating Party.~~ *Party unless otherwise agreed by counsel or order of the court.*

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
18 PRODUCED IN OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation  
20 that compels disclosure of any information or items designated in this action as  
21 "CONFIDENTIAL" and/or "ATTORNEYS' EYES ONLY" that Party must:

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

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

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

3 If the Designating Party timely seeks a protective order, the Party served  
4 with the subpoena or court order shall not produce any information designated in  
5 this action as “CONFIDENTIAL” and/or “ATTORNEYS’ EYES ONLY” before a  
6 determination by the court from which the subpoena or order issued, unless the  
7 Party has obtained the Designating Party’s permission. The Designating Party shall  
8 bear the burden and expense of seeking protection in that court of its confidential  
9 material – and nothing in these provisions should be construed as authorizing or  
10 encouraging a party in this action to disobey a lawful directive from another court  
11 or a lawful subpoena issued in another action.

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

14 (a) The terms of this Order are applicable to information produced by a  
15 Non-Party in this action and designated as “CONFIDENTIAL” and/or  
16 “ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in  
17 connection with this litigation is protected by the remedies and relief provided by  
18 this Order. Nothing in these provisions should be construed as prohibiting a Non-  
19 Party from seeking additional protections.

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

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

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

4 (3) make the information requested available for inspection  
5 by the Non-Party.

6 (c) If the Non-Party fails to object or seek a protective order from this  
7 court within 14 days of receiving the notice and accompanying information, the  
8 Receiving Party may produce the Non-Party's confidential information responsive  
9 to the discovery request. If the Non-Party timely seeks a protective order, the  
10 Receiving Party shall not produce any information in its possession or control that  
11 is subject to the confidentiality agreement with the Non-Party before a  
12 determination by the court.<sup>1</sup> Absent a court order to the contrary, the Non-Party  
13 shall bear the burden and expense of seeking protection in this court of its  
14 Protected Material.

15 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

16 If a Receiving Party learns that, by inadvertence or otherwise, it has  
17 disclosed Protected Material to any person or in any circumstance not authorized  
18 under this Protective Order, the Receiving Party must immediately (a) notify in  
19 writing the Designating Party of the unauthorized disclosures, (b) use its best  
20 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
21 person or persons to whom unauthorized disclosures were made of all the terms of  
22 this Order, and (d) request such person or persons to execute the  
23 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit  
24 A.

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28 <sup>1</sup> The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality interests in this court.

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL

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

13 A Receiving Party who is requested to return inadvertently produced  
14 material on the grounds of privilege may retain one copy of such material for the  
15 sole purpose of challenging the assertion of privilege.

16 12. MISCELLANEOUS

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
18 person to seek its modification by the court in the future. No modification by the  
19 parties shall have the force or effect of a Court order unless the Court approves the  
20 modification.

21 12.2 Right to Assert Other Objections. The parties do not waive any right  
22 to object to disclosing or producing any information or item on any ground not  
23 addressed in this Protective Order. Similarly, no Party waives any right to object  
24 on any ground to use in evidence of any of the material covered by this Protective  
25 Order.

26 12.3 Filing Protected Material. Without a court order secured after  
27 appropriate notice to all interested persons, a Party may not file in the public record  
28 in this action any Protected Material. Protected Material may only be filed under

1 seal pursuant to a court order authorizing the sealing of the specific Protected  
2 Material at issue. If a Receiving Party wishes to file under seal material from a  
3 Producing Party, it must give the Producing Party and/or Designating Party the  
4 opportunity to demonstrate to the Court why the information should be filed under  
5 seal.

6 A Party that seeks to file under seal any Protected Material must comply  
7 with Civil Local Rule 79-5; that is, if any papers to be filed with the Court contain  
8 Protected Material, the proposed filing shall be accompanied by an application to  
9 file the papers or the portion thereof containing the Protected Material (if such  
10 portion is segregable) under seal. The application shall be directed to the judge to  
11 whom the papers are directed. For motions, the parties should also file a redacted  
12 version of the motion and supporting papers. Pursuant to Civil Local Rule 79-5, a  
13 sealing order will issue only upon a request establishing that the Protected Material  
14 at issue is privileged, protectable as a trade secret, or otherwise entitled to  
15 protection under the law.

16 If a Receiving Party's request to file Protected Material under seal pursuant  
17 to Civil Local Rule 79-5 is denied by the court, then the Receiving Party may file  
18 the information in the public record pursuant to Civil Local Rule 79-5 unless  
19 otherwise instructed by the court.

20 13. FINAL DISPOSITION

21 Within 60 days after the final disposition of this action, as defined in  
22 paragraph 4, each Receiving Party must return all Protected Material to the  
23 Producing Party and/or Designating 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  
28 same person or entity, to the Designating Party) by the 60 day deadline that (1)

1 identifies (by category, where appropriate) all the Protected Material that was  
2 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
3 copies, abstracts, compilations, summaries or any other format reproducing or  
4 capturing any of the Protected Material.

5 Notwithstanding this provision, Counsel are entitled to retain an archival  
6 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
7 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
8 work product, and consultant and expert work product, even if such materials  
9 contain Protected Material. Any such archival copies that contain or constitute  
10 Protected Material remain subject to this Protective Order as set forth in Section 4  
11 (DURATION).

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17 IT IS SO ORDERED.  
18 DATED: 4/21/2017  
19 Alicia G. Rosenberg  
20 UNITED STATES MAGISTRATE JUDGE  
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**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY**  
**PROTECTIVE ORDER**

1. I have been asked by \_\_\_\_\_ or its counsel to review certain information, materials, and/or testimony that has/have been designated as “CONFIDENTIAL” and/or “ATTORNEYS’ EYES ONLY” within the terms of the Protective Order entered in the action entitled Mei Ma v. Convergent Outsourcing, Inc., in the U.S. District Court, Central District of California, Case No. 2:16-cv-04558-JAK-AGR.

2. I agree to comply with and to be bound by all the terms of this Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt of court. I solemnly promise that I will not disclose in any manner any information or item that is subject to the Protective Order to any person or entity except in strict compliance with the provisions of this Order.

3. 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 Protective Order, even if such enforcement proceedings occur after termination of this action.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ [CITY AND STATE].

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

Printed Name: \_\_\_\_\_