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NOTE CHANGES MADE BY THE COURT

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NOTE CHANGES MADE BY THE COURT

16 *Attorneys for Xytex Corporation and Xytex Cryo International, LTD*

17 **UNITED STATES DISTRICT COURT**
18 **CENTRAL DISTRICT OF CALIFORNIA**

19
 20 JANE DOE, an individual,
 21 Plaintiff,
 22 v.
 23 XYTEX CORPORATION, a Georgia
 Corporation; XYTEX CRYO
 24 INTERNATIONAL LTD., a Georgia
 Corporation; and DOES 1-25,
 25 inclusive,
 26 Defendants.

Case No.:2:16-cv-06621-JAK-AGR
 {Assigned to Judge John A.
 Kronstadt; Magistrate Judge Alicia G.
 Rosenberg}

27 **[PROPOSED] STIPULATED**
28 **PROTECTIVE ORDER**

FPTC Date: March 5, 2018
Trial Date: March 20, 2018

///

1 The parties to the above matter, Plaintiff Jane Doe and Defendants Xytex
2 Corporation and Xytex Cryo International, LTD, through their respective counsel of
3 record, hereby stipulate to the following protective order ("Stipulated Protective Order")
4 regarding the disclosure of "Confidential" information, as follows:

5 1.

6 This Stipulated Protective Order governs all "Confidential" information disclosed
7 by the discovery undertaken in the above captioned matter by the parties to this
8 Stipulation.

9 2.

10 Definitions:

- 11 (a) "Producing Party" means the party, or the person or entity other than a party, being
12 asked to produce documents or information considered by that party, person, or
13 entity to be Confidential Material, and includes a party asserting a confidentiality
14 interest in information produced by others.
- 15 (b) "Receiving Party" means that party/person/entity that receives or requests the
16 production of Confidential Material.
- 17 (c) "Party" or "Parties" means any party to this action, including all of its agents,
18 counsel, officers, directors, employees, consultants, retained experts, and their
19 support staffs.
- 20 (d) "Confidential" and/or "Confidential Material" means all information produced by
21 the Producing Party to the Receiving Party in discovery, whether or not embodied
22 in any physical medium, including all originals and copies of any documents
23 and/or information, used by the Producing Party in or pertaining to its business, or
24 information pertaining to third-party privacy interests, which information the
25 Producing Party reasonably and in good faith believes contains or concerns
26 confidential, non-public, proprietary and/or sensitive information, including but not
27 limited to, licensing, distribution, marketing and financial data, personnel records
28 and information, "Protected Health Information" (PHI) as defined by HIPAA, non-

1 public submissions and communications with governmental agencies, proprietary
2 or nonpublic commercial information, proprietary information, intellectual
3 property, including trade secret information, information involving privacy
4 interests, and commercially and/or competitively sensitive information of a
5 nonpublic nature, or received on a confidential basis. Confidential Material shall
6 include "Identifying Information" of either or both of the plaintiffs, defined to
7 include the following: (i) the name, address, or other contact information of a
8 plaintiff or any of her immediate family members (including any child, spouse or
9 partner); (ii) any personal identifier, including but not limited to social security
10 numbers, of a plaintiff or any of her immediate family members (including any
11 child, spouse or partner); (iii) any other indirect identifiers, including but not
12 limited to date of birth, place of birth, and mother's maiden name, of a plaintiff or
13 any of her immediate family members (including any child, spouse or partner); and
14 (iv) other information that, alone or in combination, is linked or linkable to a
15 plaintiff that would allow a reasonable person to identify the plaintiff or any of her
16 immediate family members (including any child, spouse or partner). Confidential
17 Material shall also include any summaries or portions of documents created or
18 derived from original documents deemed confidential under this Stipulated
19 Protective Order (hereinafter known as "Confidential Material").

20 (e) "This Action" means all proceedings in the case of Doe v. Xytex, et al., United
21 States District Court, Central District of California, Case No. 2:16-cv-06621-JAK-
22 AGR. "This Court" specifically refers to the United States District Court, Central
23 District of California, Judge Kronstadt, presiding.

24 3.

25 Counsel and other persons to whom Confidential Material is disclosed shall not use
26 such material or any information contained thereon for any business, commercial,
27 competitive media or any other purpose other than trial preparation, trial, and appeal of
28 This Action. Specifically, Confidential Material shall not be provided to, discussed with

1 or in any manner referred to in response to any media inquiry including but not limited to
2 any newspaper, radio, television or internet source.

3 4.

4 Identifying Information shall not be disclosed in any conference, proceeding,
5 deposition, ^{or} written discovery response (excluding documents produced in response to a
6 Request for Production of Documents), ~~court filing, or trial~~ in this litigation ~~or other~~
7 ~~litigation~~. Further, Identifying Information shall not be disclosed in any communications
8 between the parties or between any person subject to this order. Rather, Plaintiffs'
9 counsel shall disclose, in a single email to Defendants' counsel, Plaintiffs' real names,
10 names of their children, (and the pseudonym specifically assigned to each) dates of birth,
11 addresses, social security numbers, and name of spouse and/or partner. This email, and
12 the information therein, constitutes Identifying Information pursuant to this Order and
13 shall be treated as such. Plaintiffs' pseudonyms shall be used in place of Plaintiffs' real
14 names in all conferences, proceedings, depositions, filings, communications, and written
15 discovery responses. Documents produced in discovery need not be redacted to exclude
16 Identifying Information, but shall be marked confidential pursuant to Paragraph 12 of this
17 Order. If it is necessary for a deponent to know Identifying Information for the purpose
18 of a deposition, the Identifying Information shall be disclosed to the deponent off the
19 record, and the deponent shall be provided with a copy of this Order and shall be
20 informed of his or her obligation not to disclose the Identifying Information on the record
21 or otherwise.

22 5.

23 *Under no circumstances* shall any party, or any other person who obtains
24 Identifying Information pursuant to this Order, disclose or allow to be disclosed
25 Identifying Information to the sperm donor in this case, James Christian Aggeles, or to
26 anyone who represents him.

27 6.

28 No copies, extracts or summaries of any Confidential Material shall be made

1 except by or on behalf of counsel for the purposes of trial preparation, trial, and appeal of
2 This Action. All such copies, extracts or summaries shall be designated and treated as
3 Confidential Material, and none shall be delivered, exhibited, or disclosed to any person
4 except as provided herein.

5 7.

6 Confidential Material may be inspected by or disclosed to the following "Qualified
7 Persons":

- 8 (a) Parties, counsel for the Parties, paralegal assistants to counsel, and clerical
9 employees of counsel engaged in the preparation of This Action;
- 10 (b) Deponents during the course of their depositions in This Action and deposition
11 notaries and staff (except that Identifying Information shall not be disclosed on the
12 record at any deposition);
- 13 (c) Independent experts, consultants, and advisors employed or retained by counsel to
14 perform investigative work, research, analysis, or other services necessary to the
15 preparation of This Action;
- 16 (d) Parties, executives, officers and employees of a party engaged in assisting counsel
17 in this litigation, and insurance claims adjusters and other insurance claims
18 personnel, but only to the extent such material is relevant to said person's work on
19 This Action;
- 20 (e) To this Court or any other Court having jurisdiction over this Action or discovery
21 procedures in This Action;
- 22 (f) Any person designated by the Court having jurisdiction over discovery procedures
23 in this Action;
- 24 (g) Any court reporter or typist recording or transcribing testimony in this Action and
25 any outside reproduction firm; and/or
- 26 (h) Any person who was the author, recipient or copy recipient of a document for the
27 purpose of interrogation of such person at trial, by deposition, or during the course
28 of preparation for trial or deposition; provided, however, that Identifying

1 Information shall not be disclosed in any conference, proceeding, deposition,
2 written discovery response, court filing, or trial.

3 8.

4 In order to protect Plaintiffs' Identifying Information from disclosure to third
5 parties, Plaintiffs agree that, in response to a discovery request seeking documents,
6 including hospital records, medical records, phone records, school records, child care
7 records, employment records, and bankruptcy records, Plaintiffs shall not object on the
8 ground that the documents are not within Plaintiffs' possession, custody, or control, and,
9 absent other objection, shall make reasonable efforts to search for, obtain, and produce
10 responsive, non-privileged documents to Defendants. In so agreeing, Plaintiffs do not
11 waive any other objection they may have to the production of these or any other
12 documents.

13 9.

14 Before any Confidential Material is disclosed to any of the persons described in
15 Paragraph 7 (c), (d), or (h) above, each person to whom disclosure is made must first sign
16 a copy of the acknowledgment attached hereto as Exhibit A. A copy of each such signed
17 acknowledgment shall be provided to opposing counsel within ten [10] days of such
18 person being designated as an expert witness anticipated to testify at the trial of this case,
19 or in the instance of any such person who is not designated as anticipated to testify at the
20 trial of this case, then within ten [10] after the final determination of This Action, i.e.
21 final judgment, final appellate decision, expiration of appeal deadline without appeal,
22 settlement, or other final conclusion of This Action.

23 10.

24 By signing a copy of said acknowledgment, each such person and their client(s)
25 agrees to be bound by the terms of this Stipulation and Order and submits to the
26 jurisdiction of ~~this~~ ^{the} Court ^{having jurisdiction over this Action} for appropriate proceedings and for the imposition of sanctions,
27 if ordered by the Court, in the event of a breach of the provisions of this Stipulation and
28 Order.

11.

2 Counsel and other persons to whom Confidential Material is disclosed shall be
3 permitted to share such materials and information with counsel or parties in other actions
4 involving Xytex Corporation and/or Xytex Cryo International, LTD. Such shared
5 Confidential Material may only be shared with counsel or parties in other such actions
6 that have in place a comparable Stipulated Protective Order that contains the same
7 material terms as provided in this Stipulated Protective order in This Action.

8 The above described sharing of information shall not apply to Confidential
9 Material identified by Xytex' counsel as "Financial Information," which is information
10 that reveals the assets, income, or other financial condition of Xytex Corporation and/or
11 Xytex Cryo International, LTD. Such information shall be labeled on the face of each
12 such document as "Financial Information" in addition to "Confidential." Such Financial
13 Information shall not be shared among counsel or parties in other actions, but shall
14 instead only be held and reviewed by the counsel or parties to whom it is directly
15 produced by counsel for Xytex. Such Financial Information may be shared among
16 counsel or parties in other actions, but only by:

- 17 A) Written agreement of the counsel in This Action agreeing to such
18 production;
19 B) Court order requiring such production; or
20 C) Production which Xytex hereby agrees to make no less than thirty (30) days
21 before a scheduled mediation(s), or if mediation(s) is scheduled to occur less
22 than thirty (30) calendar days from when it is confirmed, then within three
23 business (3) days of the date the parties confirm the mediation date. The
24 sharing of Financial Information produced based on the above shall be
25 limited to the attorneys in those cases that will be participating in the
26 scheduled mediation(s).

27 Xytex Corporation and/or Xytex Cryo International, LTD reserve all rights to
28 object to and/or otherwise contest the production of such Financial Information consistent

1 with applicable law. Consent to this Consent Protective Order shall not operate in any
2 way to waive, diminish, or otherwise reduce the protections of Financial Information
3 ordinarily afforded Xytex Corporation and/or Xytex Cryo International, LTD under
4 applicable law.

5 12.

6 Designation of Confidential Material:

7 (a) Documents Produced. Any Producing Party may, in good faith, designate
8 Confidential Material contained in a document or thing produced in discovery
9 pursuant to this Stipulated Protective Order by doing the following. For things
10 produced in discovery that are not in documentary form, the Producing Party may
11 designate Confidential Material by marking the thing as "CONFIDENTIAL" or by
12 designation, in writing or email, identifying the Bates stamp number which has
13 been assigned to the thing.

14 For information in documentary form (e.g. paper or electronic documents,
15 but excluding transcripts of depositions or other pretrial or trial proceedings), the
16 Producing Party shall include the term "CONFIDENTIAL" on each page that
17 contains Confidential Material, by Bates stamp, watermark, or other visible
18 labeling means on the face of each such document. If only a portion or portions of
19 the material on a page qualifies for protection, the Producing Party also must
20 clearly identify the confidential portion(s) (e.g., by making appropriate markings in
21 the margins).

22 (b) Exercise of Restraint and Care in Designating Confidential Material. Producing
23 Parties must take care to limit any such designation to specific material that
24 qualifies as confidential under the appropriate standards. The Producing Party
25 must designate for protection only those parts of material, documents, items, or
26 oral or written communications that qualify — so that other portions of the
27 material, documents, items or communications for which protection is not
28 warranted are not swept unjustifiably within the ambit of this Order.

to the extent not already provided in Fed. R. Civ. P. 5.2 and Local Rule 5.2,

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If it comes to a Producing Party's attention that information or items that it designate as Confidential Material for protection do not qualify or no longer qualify for protection, that Producing Party must promptly notify all other Parties that it is withdrawing the "Confidential" designation.

(c) Filing Confidential Material. Without written permission from the Producing Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Confidential Material. A Party that seeks to file under seal any Confidential Material must comply with the rules and local rules of This Court. However, ~~notwithstanding this provision,~~ a party may seek an order that ~~and that~~ Identifying Information may not be filed in the public record or under seal. ^b If a party wishes to file a document containing Identifying Information, the party shall redact such Identifying Information so that the document contains no Identifying Information.

In addition, a Party who seeks to file a document with the Court that contains, refers to, or attaches Confidential Material (other than Identifying Information, which may not be filed) shall do so consistent with the rules and local rules of This Court.

(d) Depositions. With the exception of Identifying Information, which shall not be disclosed on the record at any deposition or other court proceeding, any Producing Party may, in good faith, designate confidential information or documents disclosed during a deposition in this Action by indicating on the record at the deposition that the entire deposition testimony, or any specified part of the testimony given or to be given, and/or all or any part of the document or thing marked for identification at such deposition is Confidential Material subject to the provisions of this Stipulated Protective Order. In the case of deposition testimony, confidentiality designations shall be made by email to all parties within thirty [30] days after the transcript has been received by counsel making the designation and shall specify the testimony being designated "Confidential" by page and line

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1 number(s). Producing Party may designate deposition testimony as "Confidential"
2 by indicating on the record at the deposition, by making written designations or
3 both, and the failure of Producing Party to make designations on the record during
4 deposition testimony shall not be considered a waiver. Each party shall attach a
5 copy of such written statement to the face of the transcript and each copy thereof in
6 its possession, custody or control. Until the expiration of such thirty [30] day
7 period, the entire text of the deposition, including all testimony therein and exhibits
8 thereto, shall be treated as Confidential under this Stipulated Protective Order.

9 When Confidential Material is incorporated in a transcript of a deposition,
10 ~~hearing, trial or other court proceeding,~~ counsel for the Party presenting the
11 Confidential Material shall arrange for the court reporter to bind the confidential
12 portions of such transcript separately and to label such portion of the transcript as
13 "CONFIDENTIAL." When Confidential Material will likely be presented, quoted
14 or referred to in a deposition, ~~hearing, trial, or other court proceeding,~~ a Party shall
15 have the right to make arrangements or, when appropriate, to make such requests
16 of the Court as necessary, in order to ensure that only Qualified Persons are
17 permitted access to such Confidential Material are present during said presentation,
18 quotation, or reference. Nothing in this Order shall preclude use of Confidential
19 Material during trial of this Action and the Court will address any issues relating to
20 use of Confidential Material as part of the trial proceeding at the commencement of
21 any trial or at any such other time as decided by the Court.

22 If Identifying Information is inadvertently disclosed on the record at any
23 deposition, ~~or other court proceeding,~~ such Identifying Information shall be stricken
24 from the record.

25 (e) Interrogatories. Any party may, in good faith, designate Confidential Material
26 contained in a response to an interrogatory by designating the responses
27 "Confidential" or the Responding Party otherwise shall be advised in writing of
28 such confidential status, and the information may be served and filed in a separate

1 document if desired. Plaintiffs' pseudonyms, and not Plaintiffs' real names, shall
2 be used in any interrogatory, interrogatory response, or other written discovery
3 request or response.

4 (f) Notwithstanding the above provisions, all documents and information containing
5 Plaintiffs' Identifying Information shall be considered to be, and treated as,
6 Confidential, regardless of whether such documents or information have been
7 designated as such. In other words, all documents and information containing
8 Identifying Information are automatically considered to be Confidential, and shall
9 be treated as if they were designated Confidential.

10 13.

11 Within thirty [30] days of the final determination of This Action, all persons to
12 whom documents containing Confidential Material have been disclosed (excluding the
13 court and all court personnel) shall return all such documents to counsel who originally
14 so designated such documents. In the event the Confidential Material was transmitted or
15 otherwise exists in email or other electronic format, all such e-mails and/or electronic
16 files, backup files, and any other electronic copy or version of the Confidential Material
17 shall be deleted and also deleted from a computer or server's trash folder, and in the case
18 of e-mail deleted from the email's deleted folder. The purpose and intent of this
19 requirement is that all such Confidential Material be returned to counsel who originally
20 so designated such Confidential Material or destroyed in a manner so the Confidential
21 Material may no longer be retrieved or accessed by the Receiving Party.

22 14.

23 Disclosure of any document or other information under a claim that it constitutes
24 or contains Confidential Material shall not be a waiver of any right or a relinquishment of
25 any confidentiality claim as to said document or information as to third parties.

26 15.

27 This Stipulation and Order is intended solely to facilitate the preparation and trial
28 of This Action, or any appeal therefore, and nothing herein shall be construed as an

1 admission or agreement by any party that Confidential Material designated hereunder
2 constitutes confidential or proprietary material.

3 16.

4 Any party to This Action may, at any time, request the modification or termination
5 of this Order; however, to do so the party(s) seeking modification or termination of this
6 Order ("Moving Party") must provide notice to the other parties, the parties shall attempt
7 to agree on a modification or termination, and the Moving Party must file a motion,
8 according to the timeline outlined in Paragraph 19. The parties hereby acknowledge and
9 agree that this Stipulated Protective Order was extensively and thoughtfully negotiated by
10 the parties prior to its stipulation and entry. If any one or more parties object to the
11 modification or termination of this Order, this Court shall not modify or terminate this
12 Order absent a finding that the Moving Party will suffer extreme injury or prejudice in
13 the trial preparation, trial, and/or appeal of This Action absent modification or
14 termination of this Order. In the event this Court does find grounds to modify or
15 terminate this Order, the Court shall modify or terminate this Order in a manner so as to
16 have as minimal an impact as possible on the original individual and collective terms and
17 conditions of the Order.

18 17.

19 Claims of Inadvertent Production:

- 20 (a) The inadvertent production of either attorney-client privileged material, attorney
21 work product, or Confidential Material does not constitute a waiver of any
22 privilege or right to claim the privileged or confidential status of the documents,
23 materials, or information produced.
- 24 (b) If a Party inadvertently produces attorney-client privileged or work product
25 protected material in This Action, the Producing Party shall promptly make a
26 good-faith representation that such production was inadvertent and take prompt
27 remedial action to withdraw the disclosure. Within three [3] business days of
28 receiving a written request to do so from the Producing Party, the Receiving Party

1 must return, sequester, or destroy the specified information and any copies it has.
2 Thereafter, the Receiving Party must not use or disclose the information until the
3 claim is resolved; must take reasonable steps to retrieve the information if the
4 Receiving Party disclosed it before being notified; and may promptly present the
5 information to the Court under seal for a determination of the claim. The
6 Producing Party must preserve the information until the claim is resolved.

7 (c) A Party that discovers it has received materials designated as or that appear by
8 their plain terms to be subject to the attorney-client privilege or work product
9 protection shall immediately disclose the materials to the Producing Party and
10 inquire whether the production of the materials was inadvertent. Within ten [10]
11 calendar days of that disclosure, Producing Party must notify the Receiving Party
12 in writing whether the production was inadvertent. If the Producing Party does not
13 respond within ten [10] calendar days, the Producing Party waives all attorney-
14 client privilege or work product protection with respect to the particular materials
15 identified. During the ten [10] day period, counsel for the Receiving Party shall
16 retain all copies of the materials and shall not disclose, disseminate, analyze,
17 reference or otherwise use the materials.

18 (d) Should the Parties be unable to agree upon the return of such documents and
19 information because of a good faith argument that no privilege or work product
20 protection is applicable, the Party asserting the privilege or work product
21 protection shall have the burden of establishing the privilege or work product
22 protection upon application or motion to the Court. If the document or information
23 is returned to the Producing Party or upon order of the Court, and if the production
24 was inadvertent, the production of the document or information shall not constitute
25 a waiver of any privilege or work product protection as to the specific document or
26 information.

27 (e) A Party objecting to an assertion of the attorney-client privilege or work product
28 protection, nevertheless, shall comply with this Order herein pending resolution of

1 the objection.

2 18.

3 Nothing in this Order shall be deemed to preclude the Parties from seeking
4 permission of the Court to release information designated as Confidential Material under
5 the protective order on the ground that it is not confidential. The procedure for doing so
6 is contained in Paragraph 19, below. If the Parties seek to file a motion on this issue, the
7 Parties agree the other may, with court approval, file such a motion on shortened time,
8 but only if such motion on shortened time is to be filed within sixty [60] days of trial.

9 19.

10 Challenge of Designation:

11 If a Receiving Party disputes a claim of confidentiality as to any information
12 designated as "Confidential," the following process shall be followed by the respective
13 parties:

14 (a) The Receiving Party shall initiate the challenge of designation process by
15 providing written notice of each designation it is challenging, identifying the
16 specific page(s) by Bates number(s), deposition page number, or deposition exhibit
17 number, and describing the basis for each such challenge(s). The date of receipt of
18 deposition(s) and/or deposition exhibit(s) that are deemed Confidential Material
19 shall be the date the parties receive the email of designation(s) from the Producing
20 Party described in Paragraph 12(d). To avoid ambiguity as to whether a
21 challenge(s) to Confidential Material has been made, the written notice must recite
22 that the challenge(s) to confidentiality is being made in accordance with this
23 specific paragraph of the Stipulated Protective Order. Such notice shall be made
24 via email copied to counsel for all parties to the case. The date the Receiving Party
25 sends the email shall be the "Trigger Date," so long as it is received by counsel for
26 the Producing Party by 5:00 p.m. local time; otherwise the Trigger Date will be
27 deemed to be the next business day.

28 (b) Within seven [7] days of the Trigger Date, counsel for the parties shall attempt to

1 resolve each challenge in good faith by conferring directly (in voice to voice
2 dialogue; other forms of communication are not sufficient) with one another. In
3 conferring, the Receiving Party must explain the basis for its belief that the
4 confidentiality designation was not proper and must give the Producing Party an
5 opportunity to review the designated material, to reconsider the circumstances,
6 and, if no change in designation is offered, to explain the basis for the chosen
7 designation. A Receiving Party may proceed to the next stage of the challenge
8 process only if it has timely engaged in this meet and confer process first, or
9 establishes that the Producing Party is unwilling to participate in the meet and
10 confer process in a timely manner, which shall be not less than seven [7] days
11 following the Trigger Date.

12 (c) If the above meet and confer does not resolve the challenge(s), then Receiving
13 Party must send email notice, copied to counsel for all parties to the case, which
14 states that the Receiving Party and Producing Party have reached an impasse
15 regarding the confidentiality designation of specific Confidential Material. To
16 avoid ambiguity as to whether the challenge(s) continues, the email must recite that
17 it is sent in accordance with this specific paragraph of the Stipulated Protective
18 Order. The email must designate by Bates number(s) or deposition page(s) and/or
19 exhibit number(s) each page of Confidential Material for which the challenge
20 continues.

21 (d) For Confidential Material that is *not* alleged by any party to contain Identifying
22 Information, if the Parties cannot resolve the challenge(s) without court
23 intervention, then within twenty-one [21] days of the Trigger Date, the Producing
24 Party shall file and serve a motion to retain confidentiality of the specific
25 Confidential Material that remains challenged. Each such motion must be
26 accompanied by a competent declaration affirming that the movant has complied
27 with the meet and confer requirements imposed in Paragraph 19(b). Failure by the
28 Producing Party to make such a motion including the required declaration within

1 forty-five [45] days of the Trigger Date shall automatically waive the
2 confidentiality designation for each challenged designation, the "Confidential"
3 designation will be removed from the challenged designation materials only, and
4 the materials at issue will no longer be subject to this Stipulated Protective Order.
5 In any such challenge proceeding, the burden of persuasion that the material
6 designated "Confidential" or "Confidential Material" shall be on the party
7 designating the information as confidential. Unless the Producing Party has
8 waived the confidentiality designation by failing to file a motion to retain
9 confidentiality as described above, all parties shall continue to afford the material
10 in question the level of protection to which it is entitled under the Producing
11 Party's designation until the court rules on the challenge.

12 (e) For Confidential Material that *is* alleged to contain Identifying Information, if the
13 Parties cannot resolve the challenge(s) without court intervention, then within
14 twenty-one [21] days of the Trigger Date, the party challenging the designation of
15 Identifying Information shall file and serve a motion to remove confidentiality of
16 the specific Identifying Information that remains challenged. Each such motion
17 must be accompanied by a competent declaration affirming that the movant has
18 complied with the meet and confer requirements imposed in Paragraph 19(b). In
19 any such challenge proceeding, the burden of persuasion shall be on the party
20 challenging the designation of the information as containing Identifying
21 Information. All parties shall continue to afford the material in question the level
22 of protection to which it is entitled under the designation of Identifying
23 Information until the court rules otherwise.

24 20.

25 By agreeing to this Protective Order, Plaintiff does not waive any right to seek
26 reasonable accommodation from the Court, in advance of and in connection with any
27 public hearing, including trial, in order to protect public disclosure of her and her
28 child(ren)'s Identifying Information.

1 21.

2 Defendants shall not inquire into Plaintiff's knowledge about the identities of other
3 individuals who have sued Defendants under pseudonyms.

4 22.

5 Upon execution of this Stipulation by the Parties hereto, the Order set forth herein
6 may be filed with the Court by any party hereto for entry by the judge presiding over This
7 Action, and such filing will be served on all counsel of record with a certificate of service
8 notifying all counsel of filing.

9 23.

10 To the extent any party fails or refuses to consent to this Stipulated Protective
11 Order, and/or to the extent any party makes production of Confidential Materials prior to
12 the entry of this Stipulated Protective Order or other protective order by the Court, that
13 shall not change the duties and obligations of the parties who have consented to this
14 Stipulated Protective Order regarding the Confidential Materials described above, and all
15 such duties and obligations shall be deemed to be in full force and effect between and
16 among the parties who did consent to this Stipulated Protective Order. In such instance,
17 Producing Party will withhold the Confidential Materials from any party that does not
18 consent to the Stipulated Protective Order, and will file a Motion for Protective Order
19 with the Court seeking to enforce these terms on any non-consenting party. In the event
20 Producing Party files a Motion for Protective Order, no other party that consented to the
21 Stipulated Protective Order will object to or otherwise oppose the Motion for Protective
22 Order.

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24.

It is hereby acknowledged and agreed that this Stipulated Confidentiality Agreement was drafted through the participation and editing of all parties hereto and that no specific party shall be deemed the drafter of the document. No party shall enjoy any inferences regarding any ambiguities of the document based on another party being deemed the drafter.

SO ORDERED THIS 20th day of March, 2017.

Alicia G. Rosenberg
Magistrate Judge

SO STIPULATED BY THE FOLLOWING PARTIES, BY AND THROUGH THEIR RESPECTIVE COUNSEL OF RECORD:

/s/ Julia Reed Zaic
Julia Reed Zaic (#224671)
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Attorneys for Defendants Xytex Corporation and Xytex Cryo International, Ltd.

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JANE DOE, an individual,
Plaintiff,
v.

Case No.:2:16-cv-06621-JAK-AGR
{ Assigned to Judge John A. Kronstadt;
Magistrate Judge Alicia G. Rosenberg }

XYTEX CORPORATION, a Georgia
Corporation; XYTEX CRYO
INTERNATIONAL LTD., a Georgia
Corporation; and DOES 1-25, inclusive,
Defendants.

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

1. I, _____, have read the
foregoing Stipulated Protective Order entered by the Court in the above-cited action.
I/my firm have been retained by _____ (name of
party) in the following capacity in this litigation:
_____.

2. I hereby agree, on behalf of myself and those in my firm, that if any
"Confidential" material as described in the within Stipulated Protective Order is provided
to me/my firm in this litigation, or if I have earlier been provided with such material, I

1 and those in my firm will maintain that information as "Confidential", will not disclose it
2 to any other individuals or entities, and will otherwise comply with all provisions of the
3 within Stipulated Protective Order which apply to those who receive "Confidential"
4 material.

5 3. Consistent with Paragraph 13 of the Stipulated Confidentiality Agreement,
6 within thirty [30] days of receipt by me/my firm of notice of the final
7 conclusion/determination of these proceedings, I/my firm will return all such documents
8 to the party or counsel which provided the material to me/my firm with the understanding
9 they will thereafter return the material to counsel for the party which originally
10 designated the material "Confidential", as provided by the terms of the within Stipulated
11 Protective Order. In the event the Confidential Material was transmitted or otherwise
12 exists in email or other electronic format, all such e-mails and/or electronic files, backup
13 files, and any other electronic copy or version of the Confidential Material shall be
14 deleted and also deleted from all computers or servers' trash folder, and in the case of e-
15 mail, also deleted from the email's deleted folder. The purpose and intent of this
16 requirement is that all such Confidential Material be returned to counsel who originally
17 so designated such Confidential Material or destroyed in a manner so the Confidential
18 Material may no longer be retrieved or accessed by the Receiving Party.

19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct.

21 Executed this _____ day of _____, 20____

22
23 By: _____

24 On Behalf Of: _____