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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

RAMIN FARZAM,  
  
Plaintiff,  
  
v.  
  
PHILIPS ELECTRONICS  
NORTH AMERICA  
CORPORATION, et al.,  
  
Defendants.

Case No. 2:16-cv-7274 DSF (KSx)

**STIPULATED PROTECTIVE  
ORDER**

Honorable Karen L. Stevenson

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them

1 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
2 procedures that must be followed and the standards that will be applied when a  
3 party seeks permission from the court to file material under seal.

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5 **B. GOOD CAUSE STATEMENT**

6 This action is likely to involve trade secrets, customer and pricing lists and  
7 other valuable commercial, financial, technical and/or proprietary information for  
8 which special protection from public disclosure and from use for any purpose other  
9 than prosecution of this action is warranted. Such confidential and proprietary  
10 materials and information consist of, among other things, confidential business or  
11 financial information, information regarding confidential business practices, or  
12 other confidential commercial information (including information implicating  
13 privacy rights of third parties), information otherwise generally unavailable to the  
14 public, or which may be privileged or otherwise protected from disclosure under  
15 state or federal statutes, court rules, case decisions, or common law. This material  
16 may include, for example, pricing and other marketing information about Philips'  
17 oral healthcare products and proprietary information regarding Philips' sales  
18 practices.

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

1    2.    DEFINITIONS

2           2.1    Action: the above-captioned lawsuit pending in the United States  
3 District Court for the Central District of California and bearing case number 2:16-  
4 cv-7274.

5           2.2    Challenging Party: a Party or Non-Party that challenges the  
6 designation of information or items under this Order.

7           2.3    “CONFIDENTIAL” Information or Items: information (regardless of  
8 how it is generated, stored or maintained) or tangible things that qualify for  
9 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
10 the Good Cause Statement.

11          2.4    Counsel: Outside Counsel of Record and House Counsel (as well as  
12 their support staff).

13          2.5    Designating Party: a Party or Non-Party that designates information or  
14 items that it produces in disclosures or in responses to discovery as  
15 “CONFIDENTIAL.”

16          2.6    Disclosure or Discovery Material: all items or information, regardless  
17 of the medium or manner in which it is generated, stored, or maintained (including,  
18 among other things, testimony, transcripts, and tangible things), that are produced  
19 or generated in disclosures or responses to discovery in this matter.

20          2.7    Expert: a person with specialized knowledge or experience in a matter  
21 pertinent to the litigation who has been retained by a Party or its counsel to serve  
22 as an expert witness or as a consultant in this Action.

23          2.8    House Counsel: attorneys who are employees of a party to this Action.  
24 House Counsel does not include Outside Counsel of Record or any other outside  
25 counsel.

26          2.9    Non-Party: any natural person, partnership, corporation, association,  
27 or other legal entity not named as a Party to this action.

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1           2.10 Outside Counsel of Record: attorneys who are not employees of a  
2 party to this Action but are retained to represent or advise a party to this Action  
3 and have appeared in this Action on behalf of that party or are affiliated with a law  
4 firm which has appeared on behalf of that party, and includes support staff.

5           2.11 Party: any party to this Action, including all of its officers, directors,  
6 employees, consultants, retained experts, and Outside Counsel of Record (and their  
7 support staffs).

8           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
9 Discovery Material in this Action.

10          2.13 Professional Vendors: persons or entities that provide litigation  
11 support 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          2.14 Protected Material: any Disclosure or Discovery Material that is  
15 designated as “CONFIDENTIAL.”

16          2.15 Receiving Party: a Party that receives Disclosure or Discovery  
17 Material from a Producing Party.

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19 **3. SCOPE**

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

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

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1 4. DURATION

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

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11 5. DESIGNATING PROTECTED MATERIAL

12 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

6           Designation in conformity with this Order requires:

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

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

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

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

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
8 failure to designate qualified information or items does not, standing alone, waive  
9 the Designating Party’s right to secure protection under this Order for such  
10 material. Upon timely correction of a designation, the Receiving Party must make  
11 reasonable efforts to assure that the material is treated in accordance with the  
12 provisions of this Order.

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14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
16 designation of confidentiality at any time that is consistent with the Court’s  
17 Scheduling Order.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
19 resolution process under Local Rule 37.1 et seq.

20 6.3 The burden of persuasion in any such challenge proceeding shall be  
21 on the Designating Party. Frivolous challenges, and those made for an improper  
22 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
23 parties) may expose the Challenging Party to sanctions. Unless the Designating  
24 Party has waived or withdrawn the confidentiality designation, all parties shall  
25 continue to afford the material in question the level of protection to which it is  
26 entitled under the Producing Party’s designation until the Court rules on the  
27 challenge.

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1     7.     ACCESS TO AND USE OF PROTECTED MATERIAL

2             7.1     Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this  
4 Action only for prosecuting, defending, or attempting to settle this Action. Such  
5 Protected Material may be disclosed only to the categories of persons and under  
6 the conditions described in this Order. When the Action has been terminated, a  
7 Receiving Party must comply with the provisions of section 13 below (FINAL  
8 DISPOSITION).

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

12             7.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless  
13 otherwise ordered by the court or permitted in writing by the Designating Party, a  
14 Receiving Party may disclose any information or item designated  
15 “CONFIDENTIAL” only to:

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

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

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

25                     (d)     the court and its personnel;

26                     (e)     court reporters and their staff;

27                     (f)     professional jury or trial consultants, mock jurors, and  
28 Professional Vendors to whom disclosure is reasonably necessary for this Action



1 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
2 A);

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

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

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

19  
20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
21 IN OTHER LITIGATION

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

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

27 (b) promptly notify in writing the party who caused the subpoena  
28 or order to issue in the other litigation that some or all of the material covered by

1 the subpoena or order is subject to this Protective Order. Such notification shall  
2 include a copy of this Stipulated Protective Order; and

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

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

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

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

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

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

1 (2) promptly provide the Non-Party with a copy of the  
2 Stipulated Protective Order in this Action, 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, if requested.

6 (c) If the Non-Party fails to seek a protective order from this court  
7 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. 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.

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16 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

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

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14 12. MISCELLANEOUS

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
16 person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
18 Protective Order no Party waives any right it otherwise would have to object to  
19 disclosing or producing any information or item on any ground not addressed in  
20 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
21 any ground to use in evidence of any of the material covered by this Protective  
22 Order.

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

1 13. FINAL DISPOSITION

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

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

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: April 12, 2017

  
KAREN L. STEVENSON  
UNITED STATES 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 *Ramin Farzam v. Philips  
Electronics North America Corporation, et al.*, Case No. 2:16-cv-7274 DSF  
(KSx). I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment in the nature of contempt. I solemnly  
promise that I will not disclose in any manner any information or item that is  
subject to this Stipulated Protective Order to any person or entity except in strict  
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print  
or type full name] of \_\_\_\_\_  
[print or type full address and telephone number] as my California agent for  
service of process in connection with this action or any proceedings related to  
enforcement of this Stipulated Protective Order.

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

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

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

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