

1 Vito A. Costanzo (State Bar No. 132754)
 John A. Canale (State Bar No. 287287)
 2 HOLLAND & KNIGHT LLP
 400 South Hope Street, 8th Floor
 3 Los Angeles, California 90071
 Telephone (213) 896-2400
 4 Facsimile (213) 896-2450
 vito.costanzo@hklaw.com
 5 john.canale@hklaw.com

6 Attorneys for Plaintiff,
 AERSALE 28149 AVIATION LIMITED

7
 8 PILLSBURY WINTHROP SHAW PITTMAN LLP
 STACIE D. YEE, BAR NO. 223544
 THOMAS T. LIU, BAR NO. 115038
 9 725 SOUTH FIGUEROA STREET, SUITE 2800
 LOS ANGELES, CA 90017-5406
 10 Telephone: 213.488.7100
 Facsimile: 213.629.1033
 11 stacie.yee@pillsburylaw.com
 thomas.liu@pillsburylaw.com

12 Attorneys for Defendant
 13 MIAT MONGOLIAN AIRLINES

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

17 AERSALE 28149 AVIATION
 LIMITED, a limited liability
 18 company organized and existing
 under the laws of Ireland,

19 Plaintiff,

20
 21 vs.

22 MIAT MONGOLIAN AIRLINES, a
 23 state-owned company organized and
 existing under the laws of Mongolia,

24 Defendant.
 25
 26

CASE NO. 2:16-cv-8201-DMG-E

**STIPULATION FOR PROTECTIVE
 ORDER GOVERNING
 CONFIDENTIAL INFORMATION**

Judge: Hon. Dolly M. Gee

1 **PURPOSES AND LIMITATIONS AND GOOD CAUSE STATEMENT**

2 **A. PURPOSES AND LIMITATIONS**

3 Disclosure and discovery activity in this action are likely to involve
4 production of confidential, proprietary, or private information for which special
5 protection from public disclosure and from use for any purpose other than
6 prosecuting this litigation may be warranted. Accordingly, the parties hereby
7 stipulate to and petition the court to enter the following Stipulated Protective Order.

8 The parties further acknowledge, as set forth in Section 11.3, below, that this
9 Stipulated Protective Order does not entitle them to file confidential information
10 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
11 and the standards that will be applied when a party seeks permission from the court
12 to file material under seal.

13 **B. GOOD CAUSE STATEMENT**

14 This action is likely to involve trade secrets and other valuable research,
15 development, commercial, financial, technical, and/or proprietary information for
16 which special protection from public disclosure and from use for any purpose other
17 than prosecution of this action is warranted. Such confidential and proprietary
18 materials and information consist of, among other things, confidential business or
19 financial information, information regarding confidential business practices, or
20 other confidential research, development, or commercial information (including
21 information implicating privacy rights of third parties), information otherwise
22 generally unavailable to the public, or which may be privileged or otherwise
23 protected from disclosure under state or federal statutes, court rules, case decisions,
24 or common law. Accordingly, to expedite the flow of information, to facilitate the
25 prompt resolution of disputes over confidentiality of discovery materials, to
26 adequately protect information the parties are entitled to keep confidential, to
27 ensure that the parties are permitted reasonable necessary uses of such material in
28 preparation for and in the conduct of trial, to address their handling at the end of the

1 litigation, and serve the ends of justice, a protective order for such information is
2 justified in this matter.

3 **2. DEFINITIONS**

4 2.1 Action: the above-captioned federal civil action.

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 Counsel: Outside Counsel of Record and In-House Counsel.

8 2.4 Designating Party: a Party or Non-Party that designates information or
9 items that it produces in disclosures or in responses to discovery as
10 “CONFIDENTIAL” or “CONFIDENTIAL—AEO.”

11 2.5 Disclosure or Discovery Material: all items or information, regardless
12 of the medium or manner in which it is generated, stored, or maintained (including,
13 among other things, testimony, transcripts, and tangible things), that are provided,
14 produced, or generated in relation to the claims and disputes in this matter or in
15 disclosures or responses to discovery in this matter.

16 2.6 Expert: a person with specialized knowledge or experience in a matter
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as
18 an expert witness or as a consultant in this Action.

19 2.7 In-House Counsel: attorneys, barristers, solicitors, advocates, or any
20 other persons responsible for legal matters hired by or who are employees of a party
21 to this Action (as well as their support staff).

22 2.8 Non-Party: any natural person, partnership, corporation, association,
23 or other legal entity not named as a Party to this action.

24 2.9 Outside Counsel of Record: attorneys who are not employees of a
25 party to this Action but are retained to represent or advise a party to this Action and
26 have appeared in this Action on behalf of that party or are affiliated with a law firm
27 that has appeared on behalf of that party, and includes support staff.

28 2.10 Party: any party to this Action, including all of its officers, directors,

1 employees, consultants, retained experts, and Outside Counsel of Record (and their
2 support staffs).

3 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
4 Discovery Material in this Action.

5 2.12 Professional Vendors: persons or entities that provide litigation
6 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
7 demonstrations, and organizing, storing, or retrieving data in any form or medium)
8 and their employees and subcontractors.

9 2.13 Protected Material: any Disclosure or Discovery Material that is
10 designated as “CONFIDENTIAL” or “CONFIDENTIAL—AEO.”

11 2.14 Receiving Party: a Party that receives Disclosure or Discovery
12 Material from a Producing Party.

13 **3. SCOPE**

14 3.1 To the extent either Party produces documents, materials or
15 information during discovery that contain trade secrets or other confidential and
16 proprietary business information that is not publicly available, such documents or
17 materials shall be clearly marked as “CONFIDENTIAL” at the time production
18 occurs.

19 3.2 If a party reasonably believes that the particular confidential
20 documents, materials or information to be produced or disclosed is of such a highly
21 sensitive nature that their disclosure should be limited only to Counsel, that party
22 shall clearly mark such documents, materials or information as
23 “CONFIDENTIAL—AEO.”

24 3.3 Protected Materials shall not be used by any party except in the
25 preparation for, trial of, or conduct of other proceedings in this litigation or as
26 otherwise agreed to in writing by the parties or ordered by the Court.

27 3.4 Protected Materials may include (a) such documents, materials or
28 information; (b) all copies, extracts and complete or partial summaries prepared

1 from such documents, materials or information; (c) portions of deposition
2 transcripts and exhibits thereto which contain or reflect the content of any such
3 documents, materials or information, or copies, extracts or summaries thereof; (d)
4 portions of briefs, memoranda or any other writing filed with the Court and exhibits
5 thereto which contain or reflect the content of any such documents, materials or
6 information, or copies, extracts or summaries thereof; and (d) testimony taken at a
7 hearing or other proceeding that refers or relates to such documents, materials or
8 information, consistent with Section 7 below.

9 Any use of Protected Material at trial shall be governed by a separate
10 agreement or order of the trial judge. This Order does not govern the use of
11 Protected Material at trial.

12 **4. DURATION**

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

21 **5. DESIGNATING PROTECTED MATERIAL**

22 **5.1 Manner and Timing of Designations.** Except as otherwise provided in
23 this Order (see, e.g., section 5.2 below), or as otherwise stipulated or ordered,
24 Disclosure or Discovery Material that qualifies for protection under this Order must
25 be clearly so designated before the material is disclosed or produced.

26 Designation in conformity with this Order requires:

- 27 (a) for information in documentary form (e.g., paper or electronic
28 documents, but excluding transcripts of depositions or other pretrial or

1 trial proceedings), that the Producing Party affix the legend
2 “CONFIDENTIAL” or “CONFIDENTIAL—AEO” to each page that
3 contains protected material. If only a portion or portions of the
4 material on a page qualifies for protection, the Producing Party also
5 must clearly identify the protected portion(s) (e.g., by making
6 appropriate markings in the margins).

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

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

17 **5.2 Inadvertent Failures to Designate.**

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

23 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

24 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a
25 designation of confidentiality at any time that is consistent with the Court’s
26 Scheduling Order.

27 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute
28 resolution process under Local Rule 37-1 et seq.

1 6.3 The burden of persuasion in any such challenge proceeding shall be on
2 the Designating Party. Frivolous designations or challenges, and those made for an
3 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
4 other parties), may expose a Party to sanctions. Unless the Designating Party has
5 waived or withdrawn the confidentiality designation, Parties shall continue to afford
6 the material in question the level of protection to which it is entitled under the
7 Producing Party's designation until the Court rules on the challenge.

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

9 7.1 Basic Principles.

10 A Receiving Party may use Protected Material that is disclosed or produced
11 by another Party or by a Non-Party in connection with this Action only for
12 prosecuting, defending, or attempting to settle this Action. Such Protected Material
13 may be disclosed only to the categories of persons and under the conditions
14 described in this Order. When the Action has been terminated, a Receiving Party
15 must comply with the provisions of Section 12 below (FINAL DISPOSITION).

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

19 7.2 Disclosure of Material Marked "CONFIDENTIAL"

20 Unless otherwise ordered by the court or permitted in writing by the
21 Designating Party, a Receiving Party may disclose any information or item
22 designated "CONFIDENTIAL" only to:

- 23 (a) the Receiving Party's Outside Counsel of Record in this action, as well
24 as employees of said Outside Counsel of Record to whom it is
25 reasonably necessary to disclose the information for this Action;
- 26 (b) the officers, directors, and employees (including In-House Counsel) of
27 the Receiving Party to whom disclosure is reasonably necessary for
28 this Action;

- 1 (c) Experts (as defined in this Order) of the Receiving Party to whom
2 disclosure is reasonably necessary for this Action and who have signed
3 the "Acknowledgment and Agreement to Be Bound" (attached hereto
4 as Exhibit A);
- 5 (d) the court and its personnel;
- 6 (e) court reporters and their staff,
- 7 (f) professional jury or trial consultants, mock jurors, licensed private
8 investigators retained by Counsel, and Professional Vendors to whom
9 disclosure is reasonably necessary for this Action and who have signed
10 the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- 11 (g) the author or recipient of a document containing the information or a
12 custodian or other person who otherwise possessed or knew the
13 information;
- 14 (h) during their depositions, witnesses, and attorneys for witnesses, in the
15 Action to whom disclosure is reasonably necessary, provided that:
16 (1) the deposing party requests that the witness sign the
17 "Acknowledgment and Agreement to Be Bound" (Exhibit A); and
18 (2) they will not be permitted to keep any confidential information
19 unless they sign the "Acknowledgment and Agreement to Be Bound"
20 (Exhibit A), unless otherwise agreed by the Designating Party or
21 ordered by the court; and
- 22 (i) any mediator or settlement officer, and their supporting personnel,
23 mutually agreed upon by any of the Parties engaged in settlement
24 discussions.

25 7.3 Disclosure of Marked "CONFIDENTIAL—AEO"

26 Unless otherwise ordered by the court or permitted in writing by the
27 Designating Party, a Receiving Party may disclose any information or item
28 designated "CONFIDENTIAL—AEO" only to individuals listed in Section 7.2(a)

1 and (c)-(i) and Counsel.

2 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
3 **PRODUCED IN OTHER LITIGATION**

4 If a Party is served with a subpoena or court order issued in other litigation
5 that compels disclosure of any information or items designated in this Action as
6 “CONFIDENTIAL” or “CONFIDENTIAL—AEO,” that Party must:

- 7 (a) promptly notify in writing the Designating Party. Such notification
8 shall include a copy of the subpoena or court order;
- 9 (b) promptly notify in writing the party who caused the subpoena or order
10 to issue in the other litigation that some or all of the material covered
11 by the subpoena or order is subject to this Protective Order. Such
12 notification shall include a copy of this Stipulated Protective Order;
13 and
- 14 (c) cooperate with respect to all reasonable procedures sought to be
15 pursued by the Designating Party whose Protected Material may be
16 affected.

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

26 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

27 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
28 Protected Material to any person or in any circumstance not authorized under this

1 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
2 writing the Designating Party of the unauthorized disclosures, (b) use its best
3 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
4 person or persons to whom unauthorized disclosures were made of all the terms of
5 this Order, and (d) request such person or persons to execute the “Acknowledgment
6 and Agreement to Be Bound” that is attached hereto as Exhibit A.

7 **10. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
8 **PROTECTED MATERIAL**

9 Pursuant to Rule 502 of the Federal Rules of Evidence, the production of
10 documents, electronically stored information (“ESI”), or other information subject
11 to the attorney-client privilege or the work-product doctrine, whether inadvertent or
12 otherwise, will not waive the attorney-client privilege or the work-product doctrine.
13 In addition, the Parties agree that if a document, ESI or other information subject to
14 the attorney-client privilege or the work product doctrine is included in documents,
15 ESI or other information made available for inspection, such disclosure shall not be
16 considered a waiver of the attorney-client privilege or the work-product doctrine.
17 Upon entry by this court of the present Protective Order, the privilege or protection
18 is deemed not waived by disclosure in connection with this Action, as well as any
19 other Federal or State proceeding. This Protective Order shall be interpreted to
20 provide the maximum protection allowed by Federal Rule of Evidence 502(d).

21 If a Party believes that it has inadvertently produced any document, ESI or
22 other information that it believes may be subject to the attorney-client privilege or
23 work-product doctrine (“Protected Document”), the Party may claw back the
24 Protected Document by making a written request to the Receiving Party specifically
25 identifying the Protected Document, including the date, author, addressees, and
26 topic of the document as well as a brief explanation of the reason for the claim of
27 privilege. Upon receipt of this written request, each Party receiving said document,
28 ESI or other information shall immediately cease use of this document, ESI or other

1 information and information contained therein and shall return it and all physical
2 copies and delete all electronic copies within three (3) business days to the
3 Producing Party. The record of the identity and nature of an inadvertently produced
4 document, ESI or other information may not be used for any purpose other than in
5 preparation of a motion to compel the production of the same document in this
6 Action. No information in an inadvertently produced document, ESI or other
7 information may be used or relied upon for any other purpose in this Action until
8 the court so orders. After the return of the document(s), ESI or other information,
9 the Receiving Party may challenge the Producing Party's claim(s) of privilege or
10 work-product by making a motion to the court.

11 Nothing contained herein is intended to or shall serve to limit a Party's right
12 to conduct a review of documents, ESI, or other information (including metadata)
13 for relevance, responsiveness, and/or segregation of privileged and/or protected
14 information prior to production.

15 **11. MISCELLANEOUS**

16 11.1 Right to Further Relief. Nothing in this Order abridges the right of any
17 person to seek its modification by the Court in the future.

18 11.2 Right to Assert Other Objections. By stipulating to the entry of this
19 Protective Order, no Party waives any right it otherwise would have to object to
20 disclosing or producing any information or item on any ground not addressed in
21 this Stipulated Protective Order. Similarly, no Party waives any right to object on
22 any ground to use in evidence of any of the material covered by this Protective
23 Order.

24 11.3 Filing Protected Material. Without written permission from the
25 Designating Party or a court order secured after appropriate notice to all interested
26 persons, a Party may not file in the public record in this action any Protected
27 Material. A Party that seeks to file under seal any Protected Material must comply
28 with Local Civil Rule 79-5. Protected Material may only be filed under seal

1 pursuant to a court order authorizing the sealing of the specific Protected Material
2 at issue. If a Party's request to file Protected Material under seal is denied by the
3 court, then the Receiving Party may file the information in the public record unless
4 otherwise instructed by the court.

5 **12. FINAL DISPOSITION**

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

24 **13. VIOLATION OF THIS PROTECTIVE ORDER**

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

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:

Dated: April 25, 2017

PILLSBURY WINTHROP SHAW
PITTMAN LLP

By: /s/ Stacie D. Yee
Stacie D. Yee
Thomas D. Liu
Attorneys for Defendant and
Counterclaimant MIAT
MONGOLIAN AIRLINES

Dated: April 25, 2017

HOLLAND & KNIGHT LLP

By: / Vito A. Costanzo
Vito A. Costanzo
John A. Canale
Attorneys for Plaintiff and
Counterdefendant AERSALE 28149
AVIATION LIMITED

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED:

DATED: 4/25/17

By: 
Honorable CHARLES F. EICK
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 *AerSale 28149 Limited v. MIAT Mongolian Airlines* (U.S. Dist. Court, C.D. Cal. Case No. 2:16-cv-8201-DMG-E).

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: _____

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ATTESTATION OF COUNSEL

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

/s/ Stacie D. Yee

Stacie D. Yee