

1 MARK D. ROSENBAUM (SBN 59940)
 mrosenbaum@publiccounsel.org
 2 WILBERT H. WATTS (SBN 228350)
 wwatts@publiccounsel.org
 3 DEEPIKA SHARMA (SBN 256589)
 dsharma@publiccounsel.org
 4 SARAH E. TRUESDELL (SBN 258642)
 truesdell.publiccounsel@gmail.com
 5 ALISA L. HARTZ (SBN 285141)
 ahartz@publiccounsel.org
 6 PUBLIC COUNSEL
 610 S. Ardmore Avenue
 7 Los Angeles, California 90005
 Telephone: (213) 385-2977
 8 Facsimile: (213) 385-9089

9 *Attorneys for Plaintiffs*

10 THOMAS H. CITRON (SBN 182142)
 thomas.citron@citronlaw.com
 11 KATHERINE A. TATIKIAN (SBN 142665)
 katherine.tatikian@citronlaw.com
 12 CITRON & CITRON
 3420 Ocean Park Blvd., Suite 3030
 13 Santa Monica, CA 90405
 Telephone: (310) 450-6695
 14 Facsimile: (310) 450-3851

15 *Attorneys for Defendants*

16 *Additional counsel listed following caption*

17 UNITED STATES DISTRICT COURT
 18 CENTRAL DISTRICT OF CALIFORNIA
 19 WESTERN DIVISION

20 CORNELIA MARTINEZ, an 21 individual; <i>et al.</i> , 22 Plaintiffs, 23 v. 24 OPTIMUS PROPERTIES, LLC, a 25 California corporation; <i>et al.</i> , 26 Defendants. 27 28	}	Case No.: 2:16-cv-08598-SVW MRWx STIPULATED PROTECTIVE ORDER Hon. Stephen V. Wilson Hon. Michael R. Wilner
--	---	--

1 MATTHEW E. SLOAN (SBN 165165)
2 matthew.sloan@skadden.com
3 EMILY LUDMIR AVIAD (SBN 251995)
4 emily.aviad@skadden.com
5 DANIEL O. BLAU (SBN 305008)
6 daniel.blau@skadden.com
7 ROSS M. CUFF (SBN 275093)
8 ross.cuff@skadden.com
9 RACHAEL T. SCHIFFMAN (SBN 292005)
10 rachael.schiffman@skadden.com
11 ANTONIETA M. PIMIENTA (SBN 304105)
12 antonieta.pimienta@skadden.com
13 SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
14 300 South Grand Avenue, Suite 3400
15 Los Angeles, California 90071-3144
16 Telephone: (213) 687-5000
17 Facsimile: (213) 687-5600

18 CHRISTOPHER BRANCART (SBN 128475)
19 cbrancart@brancart.com
20 BRANCART & BRANCART
21 8205 Pescadero Road
22 Loma Mar, California 94021
23 Telephone: (650) 879-0141
24 Facsimile: (650) 879-1103

25 ANNE P. BELLOWS (SBN 293722)
26 abellows@publicadvocates.org
27 PUBLIC ADVOCATES INC.
28 131 Steuart Street, Suite 300
San Francisco, California 94105
Telephone: (415) 431-7430
Facsimile: (415) 431-1048

Attorneys for Plaintiffs

29 BARRY J. REAGAN (SBN 156095)
30 reagan@srlplaw.com
31 SLAUGHTER, REAGAN & COLE, LLP
32 625 East Santa Clara Street, Suite 101
33 Ventura, CA 93001
34 Telephone: (805) 658-7800;
35 Facsimile: (805) 644-2131

Attorneys for Defendants

1
2 1. INTRODUCTION

3 1.1 PURPOSES AND LIMITATIONS

4 Discovery in this action is likely to involve production of confidential,
5 proprietary, or private information for which special protection from public
6 disclosure and from use for any purpose other than prosecuting this litigation may be
7 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
8 the following Stipulated Protective Order. The parties acknowledge that this Order
9 does not confer blanket protections on all disclosures or responses to discovery and
10 that the protection it affords from public disclosure and use extends only to the
11 limited information or items that are entitled to confidential or highly confidential
12 treatment under the applicable legal principles. The parties further acknowledge, as
13 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle
14 them to file confidential information under seal; Civil Local Rule 79-5 sets forth the
15 procedures that must be followed and the standards that will be applied when a party
16 seeks permission from the court to file material under seal. This protective order is a
17 qualified protective order pursuant to 45 C.F.R. § 164.512(e)(v).

18 1.2 GOOD CAUSE STATEMENTS

19 (a) Plaintiffs' Statement Of Good Cause

20 Plaintiffs – tenants and two advocacy organizations – sue defendants, owners
21 and operators of apartment buildings in the Koreatown neighborhood of Los
22 Angeles, alleging that defendants engaged in a pattern or practice of housing
23 discrimination in violation of the federal Fair Housing Act and several state statutes.
24 Defendants' discovery in this action will concern plaintiffs' households and
25 tenancies, which may implicate personal information about their employment and
26 housing, thus potentially compromising plaintiffs' privacy rights. Such information
27 therefore warrants CONFIDENTIAL treatment.
28

1 Plaintiffs also anticipate the disclosure of protected health information subject
2 to the Health Insurance Portability and Accountability Act (45 C.F.R. § 164)
3 (“HIPAA”). Several plaintiffs allege that they are disabled. Defendants may seek
4 discovery regarding their disabilities, including communications with employees of
5 HIPAA-covered providers regarding their health and housing. Information covered
6 by HIPAA warrants heightened protection. The disclosure of a plaintiff’s HIPAA-
7 protected medical information violates the plaintiff’s privacy, threatens his or her
8 ongoing treatment, and could put his or her health and economic future at risk.
9 Moreover, there could be civil or criminal penalties for a medical entity that
10 discloses HIPAA-covered materials. Such information therefore warrants HIGHLY
11 CONFIDENTIAL treatment.

12 (b) Defendants’ Statement Of Good Cause

13 Plaintiffs’ discovery in this action has to date included more than 134
14 Requests for Production of Documents which contain Defendants’ “HIGHLY
15 CONFIDENTIAL” documents and information, including Private, Proprietary,
16 Business and Financial Information and Trade Secrets of Defendants and third
17 parties including other tenants, employees and vendors. Many of the documents and
18 information are not discoverable in this action as they are not within the “Discovery
19 Scope and Limits,” mandated by *Federal Rule of Civil Procedure* 26(b). In addition,
20 many of those documents are protected from disclosure by the attorney-client
21 privilege and the attorney work product doctrine, and other applicable privileges and
22 protections. However, other “HIGHLY CONFIDENTIAL” documents and
23 information may be discoverable. Federal Courts have repeatedly determined that
24 private, proprietary, business and financial information and trade secrets are
25 “HIGHLY CONFIDENTIAL.” See, e.g., *Corporate Express Office Products, Inc. v.*
26 *Martinez*, 2002 WL 31961458, at *2 (C.D. Cal. 2002) (proprietary business and
27 financial information determined to be “highly confidential”); *Tonnemacher v.*
28 *Sasak*, 155 F.R.D. 193, 195 (D. Ariz. 1994) (business’ internal manuals are “highly

1 confidential” and proprietary trade secrets). Good cause exists to provide additional
2 protections for this “HIGHLY CONFIDENTIAL” information and documents.

3 (c) Joint Statement of Good Cause

4 Accordingly, the parties stipulate to a two-tiered system of designation,
5 enabling parties to designate documents and information as CONFIDENTIAL or
6 HIGHLY CONFIDENTIAL pursuant to the requirements of Federal Law. For the
7 above-stated reasons, there is good cause to enter this stipulated protective order.
8

9
10 2. DEFINITIONS

11 2.1 Action: United States District Court, Central District of California, Case
12 No. 2:16-cv-08598-SVW-MRW, which involves Plaintiffs who reside in the
13 apartment buildings located at 1423 South Magnolia Avenue, 837 South Normandie
14 Avenue, 238 South Mariposa Avenue, 756 South Normandie Avenue, and 250 South
15 Kenmore Avenue, in Los Angeles, and, as required by Judge Wilson’s order (ECF
16 47), the related actions involving those same buildings, which are *Martinez, et al. v.*
17 *Optimus Properties, et al.*, No. 2:17-cv-03581 (1423 S. Magnolia); *Ramos, et al. v.*
18 *Optimus Properties, et al.*, No. 2:17-cv-03582 (756 S. Normandie); *Escamilla, et al.*
19 *v. Optimus Properties, et al.*, No. 2:17-cv-03583 (250 S. Kenmore); *Allen, et al. v.*
20 *Optimus Properties, et al.*, No. 2:17-cv-03584 (837 S. Normandie); and *Rivera, et al.*
21 *v. Optimus Properties, et al.*, No. 2:17-cv-03585 (238 S. Mariposa); as well as the
22 related action of *Guerrero, et al. v. Optimus Properties, et al.*, No. 2:17-cv-03586
(401 S. Kenmore).

23 2.2 Challenging Party: a Party or Non-Party that challenges the designation
24 of information or items under this Order.

25 2.3 “CONFIDENTIAL” Information or Items: information and documents
26 (regardless of how they are generated, stored or maintained) or tangible things that
27 qualify for protection under federal law, including but not limited to *Federal Rule of*
28

1 *Civil Procedure 26(c)*, and as specified above in the Good Cause Statement, but
2 which do not qualify as “HIGHLY CONFIDENTIAL” Information or Items.

3 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
4 their support staff).

5 2.5 Designating Party: a Party or Non-Party that designates information or
6 items that it produces in disclosures or in responses to discovery as Protected
7 Material.

8 2.6 Disclosure or Discovery Material: all items, documents and information,
9 regardless of the medium or manner in which they are generated, stored, or
10 maintained (including, among other things, testimony, transcripts, and tangible
11 things), that are produced or generated in disclosures or responses to discovery in
12 this matter.

13 2.7 Expert: a person with specialized knowledge or experience in a matter
14 pertinent to the litigation who has been retained by a Party and/or a Party’s counsel
15 to serve as an expert witness or as a consultant in this Action.

16 2.8 “HIGHLY CONFIDENTIAL” Information or Items: information
17 (regardless of how it is generated, stored or maintained) or tangible things that
18 qualify for protection as “HIGHLY CONFIDENTIAL” under federal law and as
19 specified above in the Good Cause Statement.

20 2.9 House Counsel: attorneys who are employees of a party named in this
21 Action. House Counsel does not include Outside Counsel of Record.

22 2.10 Non-Party: any natural person, partnership, corporation, association, or
23 other legal entity not named as a party to this action.

24 2.11 Outside Counsel of Record: attorneys who (1) are not employees or
25 principals of a party named in this Action, (2) are retained to represent or advise a
26 Party, and (3) have appeared in this Action on behalf of that Party, subsequently
27 appear in this action pursuant to an Association of Counsel, or are affiliated with a
28 law firm which has appeared on behalf of that Party, and includes support staff.

1 2.12 Party: any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their
3 support staffs).

4 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.

6 2.14 Professional Vendors: persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)
9 and their employees and subcontractors.

10 2.15 Protected Material: any Disclosure or Discovery Material that is
11 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

12 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
13 from a Producing Party.

14
15 3. SCOPE

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

21 Any use of Protected Material at trial will be governed by the orders of the
22 trial judge. This Order does not govern the use of Protected Material at trial.

23
24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations
26 imposed by this Order will remain in effect until a Designating Party agrees
27 otherwise in writing or a court order otherwise directs. Final disposition will be
28 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with

1 or without prejudice; and (2) final judgment herein after the completion and
2 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
3 including the time limits for filing any motions or applications for extension of time
4 pursuant to applicable law.
5

6 5. DESIGNATING PROTECTED MATERIAL

7 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

28 Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic
2 documents, but excluding transcripts of depositions or other pretrial or trial
3 proceedings), that the Producing Party affix at a minimum, the legend
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” (hereinafter “Confidentiality
5 Legend”), to each page that contains Protected Material. If only a portion or portions
6 of the material on a page qualifies for protection, the Producing Party also must
7 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
8 margins).

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

21 (b) for testimony given in depositions that the Designating Party either:
22 (1) identify the Protected Material on the record, before the close of
23 the deposition; or
24 (2) identify those portions of the transcript constituting Protected
25 Material within 7 days of receipt of the deposition transcript.

26 In circumstances where portions of the deposition Testimony are designated
27 for protection, the transcript pages containing Protected Material shall be separately
28

1 bound by the court reporter, who must affix to the top of each page the appropriate
2 Confidentiality Legend, as instructed by the Designating Party.

3 (c) for information produced in some form other than documentary and for
4 any other tangible items, that the Producing Party affix in a prominent place on the
5 exterior of the container or containers in which the information is stored the
6 appropriate Confidentiality Legend. If only a portion or portions of the information
7 warrants protection, the Producing Party, to the extent practicable, will identify the
8 protected portion(s).

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

15 16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
18 designation of confidentiality ("CONFIDENTIAL" or "HIGHLY
19 CONFIDENTIAL") at any time that is consistent with the Court's Scheduling Order.

20 6.2 Meet and Confer. The Challenging Party will initiate the dispute
21 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1
22 et seq.

23 6.3 The burden of persuasion in any such challenge proceeding will be on
24 the Designating Party. Frivolous challenges, and those made for an improper purpose
25 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
26 expose the Challenging Party to sanctions. Unless the Designating Party has waived
27 or withdrawn the confidentiality designation, all parties will continue to afford the
28

1 material in question the level of protection to which it is entitled under the Producing
2 Party's designation until the Court rules on the challenge.
3

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

15 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
16 otherwise ordered by the court or permitted in writing by the Designating Party, a
17 Receiving Party may disclose any information or item designated
18 "CONFIDENTIAL" only to:

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

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

24 (c) the Court and its personnel;

25 (d) court reporters and their staff;

26 (e) Experts (as defined in this Order) of the Receiving Party to whom
27 disclosure is reasonably necessary for this Action ;
28

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

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

5 (h) during their depositions, witnesses, and attorneys for witnesses, in the
6 Action to whom disclosure is reasonably necessary, provided that they will not be
7 permitted to keep any confidential information, unless otherwise agreed by the
8 Designating Party or ordered by the court. Pages of transcribed deposition testimony
9 or exhibits to depositions that reveal Protected Material may be separately bound by
10 the court reporter and may not be disclosed to anyone except as permitted under this
11 Stipulated Protective Order; and

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

14 (j) Before any “CONFIDENTIAL” Information or Items are disclosed to
15 the persons identified above in Paragraphs 7.2(e)-(i), such persons shall sign a copy
16 of the Acknowledgment and Agreement to Be Bound (“Acknowledgement”)
17 attached as Exhibit A. Outside Counsel shall retain the original copies of the
18 executed Acknowledgement forms.

19 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items.
20 Unless otherwise ordered by the court or permitted in writing by the Designating
21 Party, a Receiving Party may disclose any information or item designated “HIGHLY
22 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 reasonably necessary
25 to disclose the information for this Action;

26 (b) the Court and its personnel;

27 (c) court reporters and their staff;
28

1 (d) Experts (as defined in this Order) of the Receiving Party to whom
2 disclosure is reasonably necessary for this Action;

3 (e) professional jury or trial consultants, mock jurors, and Professional
4 Vendors to whom disclosure is reasonably necessary for this Action;

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

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

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

17 (i) Before any "HIGHLY CONFIDENTIAL" Information or Items are
18 disclosed to the persons identified above in Paragraphs 7.3(d)-(h), such persons shall
19 be provided with, and shall execute, a copy of the Acknowledgment attached as
20 Exhibit A. Outside Counsel shall retain the original copies of the executed
21 Acknowledgement forms.
22

23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
24 IN OTHER LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation
26 that compels disclosure of any Protected Material, that Party must:

27 (a) promptly notify in writing the Designating Party. Such notification will
28 include a copy of the subpoena or court order;

1 (b) promptly notify in writing the party who caused the subpoena or order
2 to issue in the other litigation that some or all of the material covered by the
3 subpoena or order is subject to this Protective Order. Such notification will include a
4 copy of this Stipulated Protective Order; and

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

7 If the Designating Party timely seeks a protective order, the Party served with
8 the subpoena or court order will not produce any Protected Material before a
9 determination by the court from which the subpoena or order issued, unless the Party
10 has obtained the Designating Party's permission. The Designating Party will bear the
11 burden and expense of seeking protection in that court of its Protected Material and
12 nothing in these provisions should be construed as authorizing or encouraging a
13 Receiving Party in this Action to disobey a lawful directive from another court.
14

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

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

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

26 (1) promptly notify in writing the Requesting Party and the Non-
27 Party that some or all of the documents and/or 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 Stipulated
2 Protective Order in this Action, the relevant discovery request(s), and a reasonably
3 specific description of the information requested; and

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

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

14 (d) If the Non-Party's Protected Material also constitutes a Party's
15 Protected Material, that Party may designate that Protected Material as either
16 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" by notifying all other Parties
17 of that designation within 14 days of receiving notice of the Non-Party's Protected
18 Material.

19
20 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

21 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
22 Protected Material to any person or in any circumstance not authorized under this
23 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
24 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
25 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
26 persons to whom unauthorized disclosures were made of all the terms of this Order,
27 and (d) request such person or persons to execute the Acknowledgment that is
28 attached hereto as Exhibit 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 protection,
5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
7 may be established in an e-discovery order that provides for production without prior
8 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
9 parties reach an agreement on the effect of disclosure of a communication or
10 information covered by the attorney-client privilege or work product protection, the
11 parties may incorporate their agreement in the stipulated protective order submitted
12 to the court.

13
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, document or item. Similarly, no Party
20 waives any right to object on any ground to use in evidence of any of the
21 information, document or item or other material covered by this Protective Order.

22 12.3 Filing Protected Material. A Party that seeks to file under seal any
23 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
24 only be filed under seal pursuant to a court order authorizing the sealing of the
25 specific Protected Material at issue. If a Party's request to file Protected Material
26 under seal is denied by the court, then the Receiving Party may file the information
27 in the public record unless otherwise instructed by the court.
28

1 13. FINAL DISPOSITION

2 Within 60 days of the final disposition of this Action, as defined in paragraph
3 4, each Receiving Party must return all Protected Material to the Producing Party or
4 destroy such material. As used in this subdivision, “all Protected Material” includes
5 all copies, abstracts, compilations, summaries, and any other format reproducing or
6 capturing any of the Protected Material. Whether the Protected Material is returned
7 or destroyed, the Receiving Party must submit a written certification to the
8 Producing Party (and, if not the same person or entity, to the Designating Party) by
9 the 60 day deadline that (1) identifies (by category, where appropriate) all the
10 Protected Material that was returned or destroyed and (2) affirms that the Receiving
11 Party has not retained any copies, abstracts, compilations, summaries or any other
12 format reproducing or capturing any of the Protected Material. Notwithstanding this
13 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
14 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
15 deposition and trial exhibits, expert reports, attorney work product, and consultant
16 and expert work product, even if such materials contain Protected Material. Any
17 such archival copies that contain or constitute Protected Material remain subject to
18 this Protective Order as set forth in Section 4 (DURATION).
19
20
21
22
23
24
25
26
27
28

1 14. Any willful violation of this Order may be punished by civil or criminal
2 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
3 authorities, or other appropriate action at the discretion of the Court.

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
5

6 Dated: May 24, 2017

SKADDEN, ARPS, SLATE, MEAGHER &
FLOM LLP

7
8 /s/ Matthew E. Sloan

Matthew E. Sloan
Emily Ludmir Aviad
Daniel O. Blau
Ross M. Cuff
Rachael T. Schiffman
Antonieta M. Pimienta

9
10
11
12 Dated: May 24, 2017

PUBLIC COUNSEL

13 /s/ Deepika Sharma

14 Anne K. Richardson
15 Deepika Sharma
Sarah E. Truesdell

16 Dated: May 24, 2017

BRANCART & BRANCART

17 /s/ Christopher Brancart

18 Christopher Brancart

19 Dated: May 24, 2017

PUBLIC ADVOCATES INC.

20 /s/ Anne P. Bellows

21 Anne P. Bellows

22 *Attorneys for Plaintiffs*

23 Dated: May 24, 2017

CITRON & CITRON ATTORNEYS AT LAW

24 /s/ Thomas H. Citron

25 Thomas H. Citron
Katherine Tatikian

26 Dated: May 24, 2017

SLAUGHTER, REAGAN & COLE, LLP

27 /s/ Barry J. Reagan

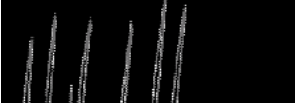
28 Barry J. Reagan

Attorneys for Defendants

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: May 25, 2017



HON. MICHAEL R. WILNER
United States Magistrate Judge

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ **[full name]**, of _____ **[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 _____ [insert case
name and number]. 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 _____ **[full name]** of ____
_____ **[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 signed: _____
Printed name: _____
Signature: _____