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11 Attorneys for Plaintiff  
 DE NORA WATER TECHNOLOGIES, INC.

12 UNITED STATES DISTRICT COURT  
 13 CENTRAL DISTRICT OF CALIFORNIA

14 DE NORA WATER  
 TECHNOLOGIES, INC.,  
 15  
 16 Plaintiff,

Case No. 2:16-cv-09470-DMG (ASx)  
 Judge: Hon. Dolly M. Gee, Ctrm. 7

17 v.

**STIPULATED PROTECTIVE  
 ORDER AND FRE 502(D) AND (E)  
 AGREEMENT AND ORDER**

18 KARIM NESICOLACI  
 DIWAN NESICOLACI  
 19 GABRIEL MACIAS  
 UNIVERSAL ENVIRONMENTAL  
 20 TECHNOLOGIES, INC.

21 Defendants.

22  
 23 1. PURPOSES AND LIMITATIONS

24 As the parties have represented that discovery in this action is likely to involve  
 25 production of confidential, proprietary, or private information for which special  
 26 protection from public disclosure and from use for any purpose other than prosecuting  
 27 this litigation may be warranted, this Court enters the following Protective Order. This  
 28 Order does not confer blanket protections on all disclosures or responses to discovery.

1 The protection it affords from public disclosure and use extends only to the limited  
2 information or items that are entitled to confidential treatment under the applicable  
3 legal principles. Further, as set forth in Section 12.3, below, this Protective Order does  
4 not entitle the parties to file confidential information under seal. Rather, when the  
5 parties seek permission from the court to file material under seal, the parties must  
6 comply with Civil Local Rule 79-5 and with any pertinent orders of the assigned  
7 District Judge and Magistrate Judge.

8 Further, the parties have agreed to stipulate to protect certain privileged and  
9 otherwise protected documents, data (including electronically stored information) and  
10 other information, including without limitation, metadata (collectively “Documents”),  
11 against claims of waiver and inadvertent production in the event they are produced  
12 during the course of this litigation whether pursuant to a Court Order, a discovery  
13 request or informal production. In order to comply with applicable discovery deadlines,  
14 a party may be required to produce certain categories of Documents that have been  
15 subject to minimal or no attorney review (the “Disclosures”). This Stipulation and  
16 Order is designed to foreclose any arguments that by making such Disclosures, the  
17 disclosure or production of Documents subject to a legally recognized claim of  
18 privilege, including without limitation the attorney-client privilege, work-product  
19 doctrine, or other applicable privilege:

- 20 (a) was not inadvertent by the Producing Party;
- 21 (b) that the Producing Party did not take reasonable steps to  
22 prevent the disclosure of privileged Documents;
- 23 (c) that the Producing Party did not take reasonable or timely  
24 steps to rectify such Disclosure; and/or
- 25 (d) that such Disclosure acts as a waiver of applicable privileges  
26 or protections associated with such Documents.

1           Because the purpose of this Stipulation is to protect and preserve privileged  
2 Documents, the parties agree they are bound as follows from and after the date their  
3 counsel have signed it, even if such execution occurs prior to Court approval.

4           Therefore, the Parties seek the entry of an Order, pursuant to Federal Rule of  
5 Civil Procedure 26(c), governing the disclosure of documents and information therein  
6 pertaining to “Confidential Information” or “For Counsel Only Information” on the  
7 terms set forth herein, as well as an Order, pursuant to FRE 502, governing the return of  
8 inadvertently produced documents and data and affording them the protections of FRE  
9 502(d) and (e), on the terms set forth herein.

#### 10           1.1    GOOD CAUSE STATEMENT

11           In light of the nature of the claims and allegations in this case and the parties’  
12 representations that discovery in this case will involve the production of confidential  
13 records, and in order to expedite the flow of information, to facilitate the prompt  
14 resolution of disputes over confidentiality of discovery materials, to adequately protect  
15 information the parties are entitled to keep confidential, to ensure that the parties are  
16 permitted reasonable necessary uses of such material in connection with this action, to  
17 address their handling of such material at the end of the litigation, and to serve the ends  
18 of justice, a protective order for such information is justified in this matter. The parties  
19 shall not designate any information/documents as “CONFIDENTIAL” or “HIGHLY  
20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” without a good faith belief that  
21 such information/documents have been maintained in a confidential, non-public  
22 manner, and that there is good cause why it should not be part of the public record of  
23 this case.

#### 24           2.    DEFINITIONS

25           2.1    Action: The instant action: *De Nora Water Technologies, Inc. v. Karim*  
26 *Nesicolaci et. al.*, Case No. 2:16-cv-09470-DMG (ASx) (C.D. Cal. 2016).

27           2.2    Challenging Party: a Party or Non-Party that challenges the designation of  
28 information or items under this Order.

1           2.3    “CONFIDENTIAL” Information or Items: information (regardless of  
2 how it is generated, stored or maintained) containing proprietary business information,  
3 including trade secrets, business plans and records of internal deliberations and  
4 decision-making; policies and procedures not generally published, including those  
5 concerning business operations, employee benefits and risk management procedures;  
6 and individual personal information that is protected from disclosure under state or  
7 federal law, including identifying personal information and personal financial  
8 information, about any Party, any employee of any Party, or any third party or tangible  
9 things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as  
10 specified above in the Good Cause Statement.

11           CONFIDENTIAL Information or Items shall also include Protected Personal  
12 Information or Items, as set forth in paragraph 2.3.1 below.

13           2.3.1 Protected Personal Information or Items: information that a party believes  
14 in good faith is subject to state, federal or foreign Data Protection Laws or other privacy  
15 obligations. Protected Personal Information or Items constitutes sensitive materials  
16 requiring special protection. Examples of foreign Data Protection Laws include,  
17 without limitation, Directive 95/46/EC of the European Parliament and of the Council  
18 of 24 October 1995 on the Protection of Individuals with Regard to the Processing of  
19 Personal Data and on the Free Movement of Such Data, 1995 O.J. (L281/31) (the “EU  
20 Directive”) and/or Regulation (EU) 2016/679 of the European Parliament and of the  
21 Council of 27 April 2016 on the Protection of Natural Persons with Regard to the  
22 Processing of Personal Data and on the Free Movement of Such Data, and repealing  
23 Directive 95/46/EC (the “General Data Protection Regulation” or “GDPR”) (L119/1);  
24 The United Kingdom Data Protection Act 1998 (c. 29) (“UK Personal Information”);  
25 the Italian Data Protection Act, Legislative Decree no. 196 of 30 June 2003 (*Codice*  
26 *in materia di protezione dei dati personali*, the ‘Privacy Code’) (“Italian Personal  
27 Information”).

1           2.4    “HIGHLY CONFIDENTIAL- ATTORNEYS’ EYES ONLY”  
2 Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items,  
3 the disclosure of which to another Party or Non-Party would create a substantial risk of  
4 serious harm that could not be avoided by less restrictive means.

5           2.5    Counsel: Outside Counsel of Record and House Counsel (as well as their  
6 support staff).

7           2.6    Designating Party: a Party or Non-Party that designates information or  
8 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL”  
9 or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.”

10          2.7    Disclosure or Discovery Material: all items or information, regardless of  
11 the medium or manner in which it is generated, stored, or maintained (including, among  
12 other things, testimony, transcripts, and tangible things), that are produced or generated  
13 in disclosures or responses to discovery in this matter.

14          2.8    Expert: a person with specialized knowledge or experience in a matter  
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
16 expert witness or as a consultant in this Action.

17          2.9    House Counsel: attorneys who are employees of a party to this Action.  
18 House Counsel does not include Outside Counsel of Record or any other outside  
19 counsel.

20          2.10 Non-Party: any natural person, partnership, corporation, association, or  
21 other legal entity not named as a Party to this action.

22          2.11 Outside Counsel of Record: attorneys who are not employees of a party to  
23 this Action but are retained to represent or advise a party to this Action and have  
24 appeared in this Action on behalf of that party or are affiliated with a law firm which has  
25 appeared on behalf of that party, and includes support staff.

26          2.12 Party: any party to this Action, including all of its officers, directors,  
27 employees, consultants, retained experts, and Outside Counsel of Record (and their  
28 support staffs).

1           2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
2 Discovery Material in this Action.

3           2.14 Professional Vendors: persons or entities that provide litigation support  
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
5 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
6 their employees and subcontractors.

7           2.15 Protected Material: any Disclosure or Discovery Material that is  
8 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL ~~—~~ ATTORNEYS’  
9 EYES ONLY.”

10          2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
11 from a Producing Party.

12          2.17: Documents: documents, data (including electronically stored information)  
13 and other information including, without limitation, metadata (collectively  
14 “Documents”).

15          2.18: Disclosure: Produced or disclosed Documents that have been subject to  
16 minimal or no attorney review (the “Disclosures”).

17          2.19: Protected Document: a Document subject to a legally recognizable  
18 privilege or evidentiary protection.

19           3.     SCOPE

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

1 including becoming part of the public record through trial or otherwise; and (b) any  
2 information known to the Receiving Party prior to the disclosure or obtained by the  
3 Receiving Party after disclosure from a source who obtained the information lawfully  
4 and under no obligation of confidentiality to the Designating Party.

5 Any use of Protected Material during a court hearing or at trial shall be governed  
6 by the orders of the presiding judge. This Order does not govern the use of Protected  
7 Material during a court hearing or at trial.

#### 8 4. DURATION

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

#### 16 5. DESIGNATING PROTECTED MATERIAL

##### 17 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

25 Mass, indiscriminate, or routinized designations are prohibited. Designations  
26 that are shown to be clearly unjustified or that have been made for an improper purpose  
27 (e.g., to unnecessarily encumber the case development process or to impose  
28

1 unnecessary expenses and burdens on other parties) may expose the Designating Party  
2 to sanctions.

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

6 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this  
7 Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise stipulated  
8 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
9 Order must be clearly so designated before the material is disclosed or produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic documents,  
12 but excluding transcripts of depositions), that the Producing Party affix at a minimum,  
13 the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL — ATTORNEYS'  
14 EYES ONLY" to each page that contains protected material. If only a portion or  
15 portions of the material on a page qualifies for protection, the Producing Party also must  
16 clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
17 margins).

18 A Party or Non-Party that makes original documents available for inspection  
19 need not designate them for protection until after the inspecting Party has indicated  
20 which documents it would like copied and produced. During the inspection and before  
21 the designation, all of the material made available for inspection shall be deemed  
22 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants  
23 copied and produced, the Producing Party must determine which documents, or  
24 portions thereof, qualify for protection under this Order. Then, before producing the  
25 specified documents, the Producing Party must affix the "CONFIDENTIAL", or  
26 "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" legend to each page that  
27 contains Protected Material. If only a portion or portions of the material on a page  
28 qualifies for protection, the Producing Party also must clearly identify the protected



1 portion(s) (e.g., by making appropriate markings in the margins).

2 (b) for testimony given in depositions that the Designating Party identifies on  
3 the record, before the close of the deposition as protected testimony, or within 15 days  
4 of the receipt of notice that the deposition transcript is ready.

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

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

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
19 designation of confidentiality at any time that is consistent with the Court’s Scheduling  
20 Order.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
22 resolution process under Local Rule 37-1 et seq.

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

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

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

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

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

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

1 (f) professional jury or trial consultants, mock jurors, and Professional  
2 Vendors to whom disclosure is reasonably necessary for this Action and who have  
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

6 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
7 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
8 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”  
9 (Exhibit A); and (2) they will not be permitted to keep any confidential information  
10 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A),  
11 unless 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 Protective Order; and

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

17 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
18 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
19 writing by the Designating Party, a Receiving Party may disclose any information or  
20 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only  
21 to:

22 (a) Counsel of record for the Parties, and attorneys, paralegal, clerical and other  
23 staff employed by such counsel who are assisting in the conduct of the Action and to  
24 whom it is reasonably necessary to disclose the information for this Action.

25 (b) House Counsel of the Receiving Party, limited to Brent Shelley and Silvia  
26 Bertini, who shall sign the “Acknowledgment and Agreement to Be Bound” (Exhibit  
27 A);

28 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure

1 is reasonably necessary for this Action and who have signed the “Acknowledgment and  
2 Agreement to Be Bound” (Exhibit A);

3 (d) the court and its personnel;

4 (e) private court reporters and their staff to whom disclosure is reasonably  
5 necessary for this Action and who have signed the “Acknowledgment and Agreement  
6 to Be Bound” (Exhibit A);

7 (f) professional jury or trial consultants, mock jurors, and Professional Vendors  
8 to whom disclosure is reasonably necessary for this Action and who have signed the  
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

14 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
15 PRODUCED IN OTHER LITIGATION

16 If a Party is served with a subpoena or a court order issued in other litigation that  
17 compels disclosure of any information or items designated in this Action as  
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY,”  
19 that Party must:

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

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

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

28 If the Designating Party timely seeks a protective order, the Party served with the

1 subpoena or court order shall not produce any information designated in this action as  
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
3 ONLY” before a determination by the court from which the subpoena or order issued,  
4 unless the Party has obtained the Designating Party’s permission, or unless otherwise  
5 required by the law or court order. The Designating Party shall bear the burden and  
6 expense of seeking protection in that court of its confidential material and nothing in  
7 these provisions should be construed as authorizing or encouraging a Receiving Party in  
8 this Action to disobey a lawful directive from another court.

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

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

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

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

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

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

1 (c) If a Non-Party fails to object or seek a protective order from this Court  
2 within 14 days of receiving the notice and accompanying information or fails  
3 contemporaneously to notify the Receiving Party that it has done so, the Receiving  
4 Party may produce the Non-Party's confidential information responsive to the  
5 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
6 Party shall not produce any information in its possession or control that is subject to the  
7 confidentiality agreement with the Non-Party before a determination by the court unless  
8 otherwise required by the law or court order. Absent a court order to the contrary, the  
9 Non-Party shall bear the burden and expense of seeking protection in this court of its  
10 Protected Material.

11 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

12 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
13 Protected Material to any person or in any circumstance not authorized under this  
14 Protective Order, the Receiving Party must immediately (a) notify in writing the  
15 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all  
16 unauthorized copies of the Protected Material, (c) inform the person or persons to  
17 whom unauthorized disclosures were made of all the terms of this Order, and (d) obtain  
18 the executed "Acknowledgment and Agreement to Be Bound" (Exhibit A) from such  
19 person or persons to whom the inadvertent disclosure was made.

20 11. FRE 502(d) AND (e)

21 Pursuant to FRE 502(d) and (e), the Parties agree to and the Court orders  
22 protection of privileged and otherwise Protected Documents against claims of waiver  
23 (including as against third parties and in other federal and state proceedings) as follows:

- 24 (a) The disclosure or production of Documents by a Producing Party  
25 subject to a legally recognized claim of privilege, including without  
26 limitation the attorney-client privilege and the work-product  
27 doctrine, to a Receiving Party, shall in no way constitute the  
28 voluntary disclosure of such Document.

1 (b) The inadvertent disclosure or production of any Document in this  
2 Action shall not result in the waiver of any privilege, evidentiary  
3 protection or other protection associated with such Document as to  
4 the Receiving Party or any third parties, and shall not result in any  
5 waiver, including subject matter waiver, of any kind.

6 (c) If, during the course of this litigation, a party determines that any  
7 Document produced by another party is or may reasonably be  
8 subject to a legally recognizable privilege or evidentiary protection  
9 (“Protected Document”):

10 (i) the Receiving Party shall: (A) refrain from reading the  
11 Protected Document any more closely than is necessary to  
12 ascertain that it is privileged or otherwise protected from  
13 disclosure; (B) immediately notify the Producing Party in  
14 writing that it has discovered Documents believed to be  
15 privileged or protected; (C) specifically identify the Protected  
16 Documents by Bates number range or hash value, and (D)  
17 within ten (10) days of discovery by the Receiving Party,  
18 return, sequester, or destroy all copies of such Protected  
19 Documents, along with any notes, abstracts or compilations  
20 of the content thereof. To the extent that a Protected  
21 Document has been loaded into a litigation review database  
22 under the control of the Receiving Party, the Receiving Party  
23 shall have all electronic copies of the Protected Document  
24 extracted from the database. Where such Protected  
25 Documents cannot be destroyed or separated, they shall not  
26 be reviewed, disclosed, or otherwise used by the Receiving  
27 Party. Notwithstanding, the Receiving Party is under no  
28 obligation to search or review the Producing Party’s

1 Documents to identify potentially privileged or work product  
2 Protected Documents.

3 (ii) If the Producing Party intends to assert a claim of privilege or  
4 other protection over Documents identified by the Receiving  
5 Party as Protected Documents, the Producing Party will,  
6 within ten (10) days of receiving the Receiving Party's  
7 written notification described above, inform the Receiving  
8 Party of such intention in writing and shall provide the  
9 Receiving Party with a log for such Protected Documents that  
10 is consistent with the requirements of the Federal Rules of  
11 Civil Procedure, setting forth the basis for the claim of  
12 privilege or other protection. In the event that any portion of  
13 a Protected Document does not contain privileged or  
14 protected information, the Producing Party shall also provide  
15 to the Receiving Party a redacted copy of the document that  
16 omits the information that the Producing Party believes is  
17 subject to a claim of privilege or other protection.

18 (d) If, during the course of this litigation, a party determines it has  
19 produced a Protected Document:

20 (i) the Producing Party may notify the Receiving Party of such  
21 inadvertent production in writing, and demand the return of  
22 such documents. Such notice shall be in writing; however, it  
23 may be delivered orally on the record at a deposition,  
24 promptly followed up in writing. The Producing Party's  
25 written notice will identify the Protected Document  
26 inadvertently produced by Bates number range or hash value,  
27 the privilege or protection claimed, and the basis for the  
28 assertion of the privilege and shall provide the Receiving



1 Party with a log for such Protected Documents that is  
2 consistent with the requirements of the Federal Rules of Civil  
3 Procedure, setting forth the basis for the claim of privilege or  
4 other protection. In the event that any portion of the  
5 Protected Document does not contain privileged or protected  
6 information, the Producing Party shall also provide to the  
7 Receiving Party a redacted copy of the Document that omits  
8 the information that the Producing Party believes is subject to  
9 a claim of privilege or other protection.

10 (ii) The Receiving Party must, within ten (10) days of receiving  
11 the Producing Party's written notification described above,  
12 return, sequester, or destroy the Protected Document and any  
13 copies, along with any notes, abstracts or compilations of the  
14 content thereof. To the extent that a Protected Document has  
15 been loaded into a litigation review database under the  
16 control of the Receiving Party, the Receiving Party shall have  
17 all electronic copies of the Protected Document extracted  
18 from the database.

19 (e) To the extent that the information contained in a Protected  
20 Document has already been used in or described in other documents  
21 generated or maintained by the Receiving Party prior to the date of  
22 receipt of written notice by the Producing Party as set forth in  
23 paragraphs (c)(ii) and d(i), then the Receiving Party shall sequester  
24 such documents until the claim has been resolved. If the Receiving  
25 Party disclosed the Protected Document before being notified of its  
26 inadvertent production, it must take reasonable steps to retrieve it.

27 (f) The Receiving Party's return, sequestering or destruction of  
28 Protected Documents as provided herein will not act as a waiver of

1 the Requesting Party's right to move for the production of the  
2 returned, sequestered or destroyed documents on the grounds that  
3 the documents are not, in fact, subject to a viable claim of privilege  
4 or protection. However, the Receiving Party is prohibited and  
5 estopped from arguing that:

- 6 (i) the disclosure or production of the Protected Documents acts  
7 as a waiver of an applicable privilege or evidentiary  
8 protection;
- 9 (ii) the disclosure of the Protected Documents was not  
10 inadvertent;
- 11 (iii) the Producing Party did not take reasonable steps to prevent  
12 the disclosure of the Protected Documents; or
- 13 (iv) the Producing Party failed to take reasonable or timely steps  
14 to rectify the error pursuant to Federal Rule of Civil  
15 Procedure 26(b)(5)(B), or otherwise.
- 16 (g) Either party may submit Protected Documents to the Court under  
17 seal for a determination of the claim of privilege or other protection.  
18 The Producing Party shall preserve the Protected Documents until  
19 such claim is resolved. The Receiving Party may not use the  
20 Protected Documents for any purpose absent this Court's Order.
- 21 (h) Upon a determination by the Court that the Protected Documents are  
22 protected by the applicable privilege or evidentiary protection, and  
23 if the Protected Documents have been sequestered rather than  
24 returned or destroyed by the Receiving Party, the Protected  
25 Documents shall be returned or destroyed within 10 (ten) days of the  
26 Court's order. The Court may also order the identification by the  
27 Receiving Party of Protected Documents by search terms or other  
28 means.

1 (i) Nothing contained herein is intended to, or shall serve to limit a  
2 party's right to conduct a review of documents, data (including  
3 electronically stored information) and other information, including  
4 without limitation, metadata, for relevance, responsiveness and/or  
5 the segregation of privileged and/or protected information before  
6 such information is produced to another party.

7 (j) By operation of the Parties' agreement and Court Order, the Parties are  
8 specifically afforded the protections of FRE 502 (d) and (e).

9 12. MISCELLANEOUS

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
11 person to seek its modification by the Court in the future.

12 12.2 Right to Assert Other Objections. No Party waives any right it otherwise  
13 would have to object to disclosing or producing any information or item on any ground  
14 not addressed in this Protective Order. Similarly, no Party waives any right to object on  
15 any ground to use in evidence of any of the material covered by this Protective Order.

16 12.3 Filing Protected Material. A Party that seeks to file under seal any  
17 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent  
18 orders of the assigned District Judge and Magistrate Judge. Protected Material may  
19 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
20 Protected Material at issue. If a Party's request to file Protected Material under seal is  
21 denied by the court, then the Receiving Party may file the information in the public  
22 record unless otherwise instructed by the court.

23 13. Data Security: If a Receiving Party or Authorized Recipient discovers  
24 any loss of Confidential Material or Highly Confidential Material or a breach of  
25 security, including any actual or suspected unauthorized access, relating to another  
26 party's Confidential Material or Highly Confidential Material, the Receiving Party or  
27 Authorized Recipient shall: (1) promptly provide written notice to Disclosing Party of  
28 such breach; (2) investigate and make reasonable efforts to remediate the effects of the

1 breach, and provide Disclosing Party with assurances reasonably satisfactory to  
2 Disclosing Party that such breach shall not recur; and (3) provide sufficient information  
3 about the breach that the Disclosing Party can reasonably ascertain the size and scope  
4 of the breach. The Receiving Party or Authorized Recipient agrees to cooperate with  
5 the Producing Party or law enforcement in investigating any such security incident.  
6 In any event, the Receiving Party or Authorized Recipient shall promptly take all  
7 necessary and appropriate corrective action to terminate the unauthorized access.

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

25 15. Once executed by all Parties, the Stipulation shall be by treated by the Parties  
26 as an Order of Court until it is formally approved by the Court.

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Dated: September 19, 2017

/s/ Heather M. Vigil  
Heather M. Vigil  
LITTLER MENDELSON, P.C.  
Attorney for Plaintiff,  
DE NORA WATER TECHNOLOGIES, INC.

Dated: September 19, 2017

/s/ Jeffrey A. Kobulnick  
JEFFREY A. KOBULNICK  
BRUTZKUS GRUBNER  
Attorneys for Defendants/Counterclaimants  
KARIM NESICOLACI, DIWAN  
NESICOLACI, GABRIEL MACIAS, AND  
UNIVERSAL ENVIRONMENTAL  
TECHNOLOGIES, INC.

The undersigned attests that all other signatories listed, and on whose behalf this filing is submitted, concur in this filing's content and have authorized this filing.

Dated: September 19, 2017

/s/ Heather M. Vigil  
HEATHER M. VIGIL  
LITTLER MENDELSON, P.C.  
Attorney for Plaintiff,  
DE NORA WATER TECHNOLOGIES,  
INC.

IT IS SO ORDERED.

Dated: September 26, 2017

/ s / Alka Sagar  
Honorable Alka Sagar  
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 Protective Order that was issued by the  
United States District Court for the Central District of California on  
\_\_\_\_\_ in the case of *De Nora Water Technologies, Inc. v.  
Karim Nesicolaci et. al.*, Case No. 2:16-cv-09470-DMG (ASx) (C.D. Cal. 2016). I  
agree to comply with and to be bound by all the terms of this Protective Order and I  
understand and acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose in any  
manner any information or item that is subject to this 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  
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 Protective Order.

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

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

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

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

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