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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

KOURTNEI NICOLE BEEBE, an individual

Plaintiffs,

v.

NUTRIBULLET, L.L.C., a California Limited Liability Company, and DOES 1 through 10, inclusive

Defendants.

Case No.: 2:17-00828-FMO-(AFMx)

Assigned to:

Hon. Michael W. Fitzgerald;
Magistrate: Hon. Alexander F. MacKinnon

STIPULATED PROTECTIVE ORDER [PROPOSED]

Complaint filed: 02/01/17
Discovery Cut-off: 03/23/18
Pre-Trial Conf.: 09/21/18
Trial: 10/09/18

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1 This matter having come before the Court pursuant to Local Civil Rule 37-
2 2.1, and Plaintiff Kourtnei Nicole Beebe (“Plaintiff”) and Defendant Nutribullet,
3 L.L.C. (“Defendant” and collectively with Plaintiff the “Parties” or individually as
4 “Party”) having stipulated to the process set forth herein, it is hereby ORDERED:

5 1. A. PURPOSES AND LIMITATIONS

6 Discovery in this Action may involve production of confidential,
7 proprietary, or private information requiring special protection from public
8 disclosure and use for purposes other than this litigation. Accordingly, the Parties
9 stipulate to and petition the Court to enter this Stipulated Protective Order. The
10 Parties acknowledge that this Order does not confer blanket protections on all
11 disclosures or responses to discovery and that the protection it affords from public
12 disclosure and use extends only to the limited information or items that are entitled
13 to confidential treatment under the applicable legal principles. The Parties also
14 acknowledge that Plaintiffs, pursuant to 12 U.S.C. § 5566, have an obligation to
15 transmit to the Attorney General of the United States evidence that may constitute
16 a Federal crime, and pursuant to 12 CFR § 1070.45(a)(5), may disclose
17 confidential investigative information in summary form to law enforcement and
18 other government agencies to the extent necessary to notify such agencies of
19 potential violations of laws subject to their jurisdiction. Plaintiffs further
20 acknowledge its obligations and restrictions under 12 CFR § 1070.41 on its ability
21 to disclose confidential information except as required by law and as provided in
22 12 CFR Part 1070, and as provided in 5 U.S.C. § 552a. This Order does not
23 automatically authorize the filing under seal of material designated under this
24 Order. Instead, the Parties must comply with Local Rule 79-5 if they seek to file
25 anything under seal. This Order does not govern the use at trial of material
26 designated under this Order.

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1 B. GOOD CAUSE STATEMENT

2 This action is likely to involve the exchange of non-publicly-available
3 documents and other information of a sensitive, confidential, or proprietary nature,
4 including federal agency records, loan files containing confidential borrower
5 information, and other governmental and corporate records that may contain
6 confidential and personally identifiable information¹ (“PII”), including social
7 security numbers, federal personal addresses, personal email addresses, and bank
8 statements. Special protection from public disclosure and from use for any
9 purpose other than prosecution or defense of this action is warranted for these
10 documents and other information. Such sensitive, confidential and proprietary
11 documents and other information consist of, among other things, confidential
12 business or financial information, information regarding borrowers (including
13 information implicating privacy rights of third parties), information otherwise
14 generally unavailable to the public, or that may be privileged or otherwise
15 protected from disclosure under state or federal statutes, court rules, case
16 decisions, or common law. Accordingly, to expedite the flow of information, to
17 facilitate the prompt resolution of disputes over confidentiality of discovery
18 materials, protect information the Parties are entitled to keep confidential, ensure
19 that the Parties are permitted reasonable necessary uses of such material in
20 preparation for and in the conduct of trial, address their handling at the end of the
21 litigation, and serve the ends of justice, a protective order for such information is
22 justified in this matter. It is the intent of the Parties that a confidential designation
23 will not be made for tactical reasons and that nothing will be so designated without
24 a good faith belief that it has been maintained in a confidential, non-public manner,

25 _____
26 ¹ Office of Management and Budget (OMB) Memorandum 07-16, Safeguarding Against and Responding to the
27 Breach of Personally Identifiable Information, May 22, 2007(OMB M-07-16), defines PII as “information which
28 can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric
records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to
a specific individual, such as date and place of birth, mother’s maiden name, etc.”

1 and that there is good cause why it should not be part of the public record of this
2 case.

3 2. DEFINITIONS

4 2.1 Action: The following case pending in the United States District
5 Court for the Central District of California: *Kourni Nicole Beebe. v. Nutribullet,*
6 L.L.C., et al. Case No. 2:17-cv-00828-FMO-AFM.

7 2.2 Challenging Party: A Party or Non-Party that challenges the
8 designation of information or items under this Order.

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

13 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
14 their support staff).

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

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

22 2.7 Expert: a person with specialized knowledge or experience in a matter
23 pertinent to the litigation who has been retained by a Party or its counsel to serve
24 as an expert witness or as a consultant in this Action, unless and until such person
25 is excluded by order of the Court.

26 2.8. “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY”:
27 competitively sensitive information such as trade secrets or proprietary business
28

1 practices that if revealed to another Party would put the Designating Party at a
2 competitive disadvantage or provide the Receiving Party with an unfair
3 competitive advantage. This designation shall also apply to the matters set forth
4 under section 4.2 below, except that Plaintiffs may treat material designated as
5 “Highly Confidential – Attorney Eyes Only” as though it were marked
6 “Confidential” under this Order.

7 2.9 House Counsel: attorneys who are employees of a Party to this
8 Action. House Counsel does not include Outside Counsel of Record or any other
9 outside counsel.

10 2.10 Law Enforcement Personnel: employees of a United States federal or
11 state entity charged with enforcing criminal or civil laws.

12 2.11 Non-Party: any natural person, partnership, corporation, association,
13 or other legal entity not named as a Party to this Action.

14 2.12 Outside Counsel of Record: attorneys who are not employees of a Party
15 to this Action but are retained to represent or advise a Party to this Action and have
16 appeared in this Action on behalf of that Party or are affiliated with a law firm that
17 has appeared on behalf of that Party, including support staff.

18 2.13 Party: any party to this Action, including all of its officers, directors,
19 employees, consultants, contractors, retained experts, and Outside Counsel of
20 Record.

21 2.14 Producing Party: A Party or Non-Party that produces Disclosure or
22 Discovery Material in this Action.

23 2.15 Professional Vendors: persons or entities that provide litigation-
24 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
25 demonstrations, and organizing, storing, or retrieving data in any form or medium)
26 and their employees and subcontractors.

27 2.16 Protected Material: any Disclosure or Discovery Material that is
28

1 designated as “CONFIDENTIAL.”

2 2.17 Receiving Party: a Party that receives Disclosure or Discovery
3 Material from a Producing Party.

4 3. SCOPE

5 The protections conferred by this Stipulation and Order cover not only
6 Protected Material (as defined above), but also (1) any information copied or
7 extracted from Protected Material; (2) all copies, excerpts, summaries, or
8 compilations of Protected Material; and (3) any testimony, conversations, or
9 presentations by Parties or their Counsel that might reveal Protected Material. Any
10 use of Protected Material at trial shall be governed by the orders of the trial judge.
11 This Order does not govern the use of Protected Material at trial, except as stated
12 explicitly herein.

13 4. DESIGNATING PROTECTED MATERIAL

14 4.1 Exercise of Restraint and Care in Designating Material for Protection.
15 Each Party or Non-Party that designates information or items for protection under
16 this Order must take care to limit any such designation to specific material that
17 qualifies under the appropriate standards. The Designating Party must designate
18 for protection only those parts of material, documents, items, or oral or written
19 communications that qualify so that other portions of the material, documents,
20 items, or communications for which protection is not warranted are not swept
21 unjustifiably within the ambit of this Order.

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

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

3 4.2 Manner and Timing of Designations. Except as otherwise provided in
4 this Order or as otherwise stipulated or ordered, Disclosure or Discovery Material
5 that qualifies for protection under this Order must be clearly so designated before
6 the material is disclosed or produced.

7 Designation in conformity with this Order requires:

8 (a) for information in documentary form (e.g., paper or electronic
9 documents, but excluding transcripts of depositions or other pretrial or trial
10 proceedings), that the Producing Party affix at a minimum, the legend
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY EYES
12 ONLY” (hereinafter “CONFIDENTIAL/HIGHLY CONFIDENTIAL legend”), to
13 each page that contains protected material. If only a portion of the material on a
14 page qualifies for protection, the Producing Party also must clearly identify the
15 protected portion(s) (e.g., by making appropriate markings in the margins). A Party
16 or Non-Party that makes original documents available for inspection need not
17 designate them for protection until after the inspecting Party has indicated which
18 documents it would like copied and produced. During the inspection and before the
19 designation, all of the material made available for inspection shall be deemed
20 “HIGHLY CONFIDENTIAL– ATTORNEY EYES ONLY.” After the inspecting
21 Party has identified the documents it wants copied and produced, the Producing
22 Party must determine which documents, or portions thereof, qualify for protection
23 under this Order. Then, before producing the specified documents, the Producing
24 Party must affix the “CONFIDENTIAL/HIGHLY CONFIDENTIAL legend” to
25 each page that contains Protected Material. If only a portion of the material on a
26 page qualifies for protection, the Producing Party also must clearly identify the
27 protected portion(s) (e.g., by making appropriate markings in the margins).

1 (b) for testimony given in depositions, the protected testimony the
2 Designating Party identifies (i) on the record before the close of the deposition, or
3 (ii) up to 14 days after receipt of the deposition transcript if on the record during
4 the deposition or in writing before the end of the next business day after the
5 deposition, the Designating Party indicates an intent to so identify protected
6 testimony. Before the expiration of the 14-day period for designation, a transcript
7 shall be treated during that period as if it had been designated HIGHLY
8 CONFIDENTIAL – ATTORNEY EYES ONLY unless otherwise agreed.

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

15 4.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
16 failure to designate qualified information or items does not, standing alone, waive
17 the Designating Party’s right to secure protection under this Order for such
18 material. Upon timely correction of a designation, the Receiving Party must make
19 reasonable efforts to assure that the material is treated in accordance with the
20 provisions of this Order.

21 5. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 5.1 Timing of Challenges. Any Party or Non-Party may challenge a
23 designation of confidentiality at any time that is consistent with the Court’s
24 Scheduling Order and this Protective Order.

25 5.2 Meet and Confer. The Challenging Party shall initiate the dispute
26 resolution process under Local Rule 37-1 et seq.

27 5.3 Joint Stipulation. All challenges to confidentiality designations shall
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1 proceed under Local Rule 37-1 through Local Rule 37-4, including the
2 requirement to submit challenges to the Court via a joint stipulation pursuant to
3 Local Rule 37-2.

4 5.4 The burden of persuasion in any such challenge proceeding shall be
5 on the Designating Party. Frivolous challenges or designations, and those made for
6 an improper purpose (e.g., to harass or impose unnecessary expenses and burdens
7 on other Parties) may expose the Challenging or Designating Party to sanctions.
8 Unless the Designating Party has waived or withdrawn the confidentiality
9 designation, all Parties shall continue to afford the material in question the level of
10 protection to which it is entitled under the Producing Party’s designation until the
11 Court rules on the challenge.

12 6. ACCESS TO AND USE OF PROTECTED MATERIAL

13 6.1 Basic Principles. A Receiving Party may use Protected Material that
14 is disclosed or produced by another Party or by a Non-Party in connection with
15 this Action only for prosecuting, defending, or attempting to settle this Action
16 unless another use is authorized by this Order or required by federal statute or
17 regulation applicable to Plaintiffs. Such Protected Material may be disclosed only
18 to the categories of persons and under the conditions described in this Order. When
19 the Action has been terminated, a Receiving Party must comply with the
20 provisions of section 11 below (FINAL DISPOSITION). Protected Material must
21 be stored and maintained by a Receiving Party at a location and in a secure manner
22 that ensures that access is limited to the persons authorized under this Order.

23 6.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
24 otherwise ordered by the court or permitted in writing by the Designating Party, a
25 Receiving Party may disclose any information or item designated
26 “CONFIDENTIAL” only to:

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

3 (b) the officers, directors, and employees (including House Counsel) of the
4 Receiving Party;

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

8 (d) the court and its personnel;

9 (e) court reporters and their staff;

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

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

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

24 (i) any mediator or settlement officer, and their supporting personnel,
25 mutually agreed upon by any of the Parties engaged in settlement discussions; and

26 (j) where Plaintiffs are disclosing any information or item to the Attorney
27 General of the United States pursuant to 12 U.S.C. § 5566 or to any Law

1 Enforcement Personnel pursuant to 12 CFR Part 1070, and subject to the
2 requirements in section 7 herein.

3 6.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEY EYES
4 ONLY” Information or Items. Unless otherwise ordered by the court
5 or permitted in writing by the Designating Party, a Receiving Party may disclose
6 any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEY
7 EYES ONLY” only to:

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

11 (b) House Counsel of the Receiving Party to whom disclosure is
12 reasonably necessary for this Action;

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

16 (d) the court and its personnel;

17 (e) court reporters and their staff;

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

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

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

5 (i) any mediator or settlement officer, and their supporting personnel,
6 mutually agreed upon by any of the Parties engaged in settlement discussions.

7 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
8 IN OTHER LITIGATION

9 If a Party is served with a subpoena or a court order issued in other litigation
10 that compels disclosure of any information or items designated in this Action, as
11 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEY EYES
12 ONLY,” that Party must:

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

15 (b) promptly notify in writing the party who caused the subpoena or order to
16 issue in the other litigation, or the U.S. Attorney General, Law Enforcement
17 Personnel or other government agency personnel who will receive such Protected
18 Material, that some or all of the material covered by the subpoena or order is
19 subject to this Protective Order. Such notification shall include a copy of this
20 Stipulated Protective Order; and

21 (c) cooperate with respect to all reasonable procedures sought to be pursued
22 by the Designating Party whose Protected Material may be affected. If the
23 Designating Party timely seeks a protective order, the Party served with the
24 subpoena or court order shall not produce any information designated in this action
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY EYES
26 ONLY,” before a determination by the court from which the subpoena or order
27 issued, unless the Party has obtained the Designating Party’s permission. The
28

1 Designating Party shall bear the burden and expense of seeking protection in that
2 court of its confidential material and nothing in these provisions should be
3 construed as authorizing or encouraging a Receiving Party in this Action to
4 disobey a lawful directive from another court.

5 8. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
6 PRODUCED IN THIS ACTION

7 (a) The terms of this Order are applicable to information produced by a
8 Non- Party in this Action and designated as “CONFIDENTIAL.” Such
9 information produced by Non-Parties in connection with this Action is protected
10 by the remedies and relief provided by this Order. Nothing in these provisions
11 should be construed as prohibiting a Non-Party from seeking additional
12 protections.

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

17 (1) promptly notify in writing the Requesting Party and the Non-Party that
18 some or all of the information requested is subject to a confidentiality agreement
19 with a Non-Party;(2) promptly provide the Non-Party with a copy of the Stipulated
20 Protective Order in this Action, the relevant discovery request(s), and a reasonably
21 specific description of the information requested; and (3) make the information
22 requested available for inspection by the Non-Party, if requested.

23 (c) If the Non-Party fails to seek a protective order from this court within 14
24 days of receiving the notice and accompanying information, the Receiving Party
25 may produce the Non-Party’s confidential information responsive to the discovery
26 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
27 not produce any information in its possession or control that is subject to the
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1 confidentiality agreement with the Non-Party before a determination by the court.
2 Absent a court order to the contrary, the Non-Party shall bear the burden and
3 expense of seeking protection in this court of its Protected Material.

4 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a Receiving Party learns that, by inadvertence or otherwise, it has
6 disclosed Protected Material to any person or in any circumstance not authorized
7 under this Stipulated Protective Order, the Receiving Party must immediately (a)
8 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
9 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
10 the person or persons to whom unauthorized disclosures were made of all the terms
11 of this Order, and (d) request such person or persons to execute the
12 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
13 A.

14 10. MISCELLANEOUS

15 10.1 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 10.2 Right to Assert Other Objections. By stipulating to the entry of this
18 Protective Order, no Party waives any right it otherwise would have to object to
19 disclosing or producing any information or item on any ground not addressed in
20 this Stipulated Protective Order. Similarly, no Party waives any right to object on
21 any ground to use in evidence of any of the material covered by this Protective
22 Order.

23 10.3 Filing Protected Material. Without written permission from the
24 Designing Party or a Court order, a Party may not file in the public record in this
25 Action any Protected Material. A Party that seeks to file under seal any Protected
26 Material must comply with Local Civil Rule 79-5. Protected Material may only be
27 filed under seal pursuant to a court order authorizing the sealing of the specific
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1 Protected Material at issue. The fact that a document has been designated under
2 this Order is insufficient to justify filing under seal. Instead, Parties must explain
3 the basis for confidentiality of each document sought to be filed under seal.

4 Because a Party other than the designator will often be seeking to file designated
5 material, cooperation between the Parties in preparing, and in reducing the number
6 and extent of, requests for under seal filing is essential. If a Party's request to file
7 Protected Material under seal is denied by the court, then the Receiving Party may
8 file the information in the public record unless otherwise instructed by the court.

9 11. FINAL DISPOSITION

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

18 After the final disposition of this Action, within 60 days of a written request
19 by the Designating Party, each Receiving Party must return all Protected Material
20 to the Producing Party or destroy such material or retain such material in
21 compliance with federal recordkeeping requirements in a manner that ensures the
22 confidentiality of the material. As used in this subdivision, "all Protected Material"
23 includes all copies, abstracts, compilations, summaries, and any other format
24 reproducing or capturing any of the Protected Material except as required to
25 comply with federal recordkeeping requirements. Whether the Protected Material
26 is returned or destroyed, the Receiving Party must submit a written certification to
27 the Producing Party (and, if not the same person or entity, to the Designating
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1 Party) by the 60 day deadline that (1) identifies (by category, where appropriate)
2 all the Protected Material that was returned or destroyed and (2) affirms that the
3 Receiving Party has not retained any copies, abstracts, compilations, summaries, or
4 any other format reproducing or capturing any of the Protected Material.
5 Notwithstanding this provision, Counsel are entitled to retain an archival copy of
6 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
7 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
8 work product, and consultant and expert work product, even if such materials
9 contain Protected Material. Any such archival copies that contain or constitute
10 Protected Material remain subject to this Protective Order.

11 12. VIOLATION

12 Any violation of this Order may be punished by appropriate measures
13 including, without limitation, contempt proceedings and monetary sanctions.

14 Dated: February 27, 2018

ABIR COHEN TREYZON SALO, LLP

By _____//s//_____

AARON LAVINE
DEREK CHAIKEN
DOUGLAS ROCHEN
BORIS TREYZON
Attorneys for Plaintiff
KOURTNEY NICOLE BEEBE

15
16
17
18
19
20 Dated: February 1, 2018

ACKER & WHIPPLE

By _____//s//_____

STEPHEN ACKER
BRADLEY P. CHILDERS
Attorneys for Defendant,
NUTRIBULLET, L.L.C.

21
22
23
24 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

25
26 DATED: 5/15/2018



Alexander F. MacKinnon
United States Magistrate Judge

EXHIBIT "A"

**ACKNOWLEDGEMENT OF AND AGREEMENT TO BE BOUND BY
STIPULATION AND PROTECTIVE ORDER**

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 _____ [date] in the case of *Kourtni Nicole Beebe v. Nutribullet, L.L.C.*, et al. Case No. 2:17-cv-00828-FMO-AFM , 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 for 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 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 this 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 Order.

Date: _____
_____ City and State where sworn and signed

Printed Name: _____

Signature: _____