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 16 MEREDITH XCELERATED MARKETING CORP.

17 UNITED STATES DISTRICT COURT  
 18 CENTRAL DISTRICT OF CALIFORNIA

19 DIANA MARTINEZ, an individual,  
 20 Plaintiff,

21 v.

22 MEREDITH XCELERATED  
 23 MARKETING CORPORATION, an  
 Iowa Corporation; and DOES 1  
 24 through 10,  
 25 Defendants.

Case No. 2:17-CV-1135 MWF (ASx)

ASSIGNED TO JUDGE MICHAEL W.  
 FITZGERALD, COURTROOM 5A

**DISCOVERY MATTER**  
 Magistrate Judge Alka Sagar

**AMENDED STIPULATION FOR  
 PROTECTIVE ORDER**

Trial Date: April 10, 2018  
 Complaint Filed: January 19, 2017  
 (Los Angeles Superior Court)

1 Plaintiff Diana Martinez (“Plaintiff”) and Defendant Meredith Xcelerated  
2 Marketing Corporation (“MXM” or “Defendant”), by and through their respective  
3 counsel of record, hereby stipulate and agree to the following:

4 1. **PURPOSES AND LIMITATIONS & GOOD CAUSE STATEMENT**

5 1.1. Purposes And Limitations. Discovery in this action is likely to  
6 involve production of confidential, proprietary, or private information for which  
7 special protection from public disclosure and from use for any purpose other than  
8 prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate  
9 to and petition the Court to enter the following 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 to  
13 confidential treatment under the applicable legal principles. The parties further  
14 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order  
15 does not entitle them to file confidential information under seal; Civil Local Rule 79-5  
16 sets forth the procedures that must be followed and the standards that will be applied  
17 when a party seeks permission from the court to file material under seal.

18 1.2 Good Cause Statement. This action is likely to involve trade  
19 secrets, customer names, and other valuable marketing, commercial, financial, and/or  
20 proprietary information for which special protection from public disclosure and from  
21 use for any purpose other than prosecution of this action is warranted. Such  
22 confidential and proprietary materials and information consist of, among other things,  
23 confidential business or financial information, information regarding confidential  
24 business practices, or other confidential marketing or commercial information  
25 (including information implicating privacy rights of third parties), information  
26 otherwise generally unavailable to the public, or which may be privileged or otherwise  
27 protected from disclosure under state or federal statutes, court rules, case decisions, or  
28 common law.

1 Plaintiff's allegations, including her claims for wrongful termination in  
2 violation of public policy, harassment, retaliation and failure to investigate and  
3 prevent harassment and retaliation under the California Fair Employment and Housing  
4 Act may require disclosure of private and/or confidential information regarding  
5 MXM's current and/or former employees, including information about employees'  
6 contact information and/or performance histories, as well as confidential personnel  
7 information related to workplace complaints, discipline, and/or human resources  
8 investigations. MXM expects that Plaintiff may request and it may need to produce  
9 trade secret and/or business confidential information involving MXM's business  
10 policies and practices, information regarding MXM's clients and/or work performed  
11 for MXM's clients that would likely cause significant harm to MXM and/or MXM's  
12 clients if made available or accessible publicly or to MXM's competitors.  
13 Additionally, Plaintiff may be asked to produce confidential and private financial, or  
14 otherwise sensitive personal, and/or medical information.

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

25  
26 **2. DEFINITIONS.**

27 2.1 Action. This pending federal lawsuit, *DIANA MARTINEZ v.*  
28 *MEREDITH XCELERATED MARKETING CORPORATION, an Iowa Corporation;*

1 *and DOES 1 through 10, Case No. 2:17-CV-1135 MWF (ASx).*

2 2.2 Challenging Party: A Party or Non-Party that challenges the  
3 designation of information or items under this Order.

4 2.3 CONFIDENTIAL Information or Items: Information (regardless of  
5 how it is generated, stored or maintained) or tangible things that qualify for protection  
6 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
7 Cause Statement.

8 2.4 Counsel: Outside Counsel of Record and House Counsel.

9 2.5 Designating Party: A Party or Non-Party that designates  
10 information or items that it produces in disclosures or in responses to discovery as  
11 “CONFIDENTIAL.”

12 2.6 Disclosure or Discovery Material: All items or information,  
13 regardless of the medium or manner in which it is generated, stored, or maintained  
14 (including, among other things, testimony, transcripts, and tangible things), that are  
15 produced or generated in disclosures or responses to discovery in this matter.

16 2.7 Expert: A person with specialized knowledge or experience in a  
17 matter pertinent to the litigation who has been retained by a Party or its counsel to  
18 serve as an expert witness or as a consultant in this Action.

19 2.8 House Counsel: Attorneys who are employees of a party (or a  
20 party’s parent, affiliate or subsidiary) to this Action, and their legal support staff.  
21 House Counsel does not include Outside Counsel of Record or any other outside  
22 counsel.

23 2.9 Non-Party: Any natural person, partnership, corporation,  
24 association, or other legal entity not named as a Party to this action.

25 2.10 Outside Counsel of Record: Attorneys who are not employees of a  
26 party to this Action but are retained to represent or advise a party to this Action and  
27 have appeared in this Action on behalf of that party or are affiliated with a law firm  
28 which has appeared on behalf of that party, and includes support staff.

1           2.11 Party: Any party to this Action, including all of its officers,  
2 directors, employees, consultants, retained experts, and Outside Counsel of Record  
3 (and their support staffs).

4           2.12 Producing Party: A Party or Non-Party that produces Disclosure or  
5 Discovery Material in this Action.

6           2.13 Professional Vendors: Persons or entities that provide litigation  
7 support 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          2.14 Protected Material: Any Disclosure or Discovery Material that is  
11 designated as “CONFIDENTIAL.”

12          2.15 Receiving Party: A Party that receives Disclosure or Discovery  
13 Material from a Producing Party.

14  
15          3.     **SCOPE**. The protections conferred by this Stipulation and Order cover  
16 not only Protected Material (as defined above), but also (1) any information copied or  
17 extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations  
18 of Protected Material; and (3) any testimony, conversations, or presentations by  
19 Parties or their Counsel that might reveal Protected Material.

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

22  
23          4.     **DURATION**. Even after final disposition of this litigation, the  
24 confidentiality obligations imposed by this Order shall remain in effect until a  
25 Designating Party agrees otherwise in writing or a court order otherwise directs. Final  
26 disposition shall be deemed to be the later of (1) dismissal of all claims and defenses  
27 in this Action, with or without prejudice; and (2) final judgment herein after the  
28 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of

1 this Action, including the time limits for filing any motions or applications for  
2 extension of time pursuant to applicable law.

3  
4 **5. DESIGNATING PROTECTED MATERIAL**

5 5.1 Exercise of Restraint and Care in Designating Material for  
6 Protection. Each Party or Non-Party that designates information or items for  
7 protection under this Order must take care to limit any such designation to specific  
8 material that qualifies under the appropriate standards. The Designating Party must  
9 designate for protection only those parts of material, documents, items, or oral or  
10 written communications that qualify so that other portions of the material, documents,  
11 items, or communications for which protection is not warranted are not swept  
12 unjustifiably within the ambit of this Order.

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

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

21 5.2 Manner and Timing of Designations. Except as otherwise provided  
22 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
23 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
24 under this Order must be clearly so designated before the material is disclosed or  
25 produced.

26 Designation in conformity with this Order requires:

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

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

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

18 (b) For testimony given in depositions that the Designating Party  
19 identify the Disclosure or Discovery Material on the record, before the close of the  
20 deposition all protected testimony.

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

27 5.3 Inadvertent Failures to Designate. If timely corrected, an  
28 inadvertent failure to designate qualified information or items does not, standing

1 alone, waive the Designating Party’s right to secure protection under this Order for  
2 such material. Upon timely correction of a designation, the Receiving Party must  
3 make reasonable efforts to assure that the material is treated in accordance with the  
4 provisions of this Order.

5  
6 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
8 designation of confidentiality at any time that is consistent with the Court’s  
9 Scheduling Order.

10 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
11 resolution process under Local Rule 37.1 et seq.

12 6.3 The burden of persuasion in any such challenge proceeding shall  
13 be on the Designating Party. Frivolous challenges, and those made for an improper  
14 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties)  
15 may expose the Challenging Party to sanctions. Unless the Designating Party has  
16 waived or withdrawn the confidentiality designation, all parties shall continue to  
17 afford the material in question the level of protection to which it is entitled under the  
18 Producing Party’s designation until the Court rules on the challenge.

19  
20 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

21 7.1 Basic Principles. A Receiving Party may use Protected Material  
22 that is disclosed or produced by another Party or by a Non-Party in connection with  
23 this Action only for prosecuting, defending, or attempting to settle this Action. Such  
24 Protected Material may be disclosed only to the categories of persons and under the  
25 conditions described in this Order. When the Action has been terminated, a Receiving  
26 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
5 otherwise ordered by the court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
7 only to:

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

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

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

17 (d) The court and its personnel;

18 (e) Court reporters and their staff;

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

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

25 (h) During their depositions, witnesses, and attorneys for  
26 witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the  
27 deposing party requests that the witness sign the form attached as Exhibit A hereto;  
28 and (2) they will not be permitted to keep any confidential information unless they

1 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
2 otherwise agreed by the Designating Party or ordered by the court. Pages of  
3 transcribed deposition testimony or exhibits to depositions that reveal Protected  
4 Material may be separately bound by the court reporter and may not be disclosed to  
5 anyone except as permitted under this Stipulated Protective Order; and

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

8  
9 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
10 **PRODUCED IN OTHER LITIGATION**

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

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

16 (b) Promptly notify in writing the party who caused the subpoena or  
17 order to issue in the other litigation that some or all of the material covered by the  
18 subpoena or order is subject to this Protective Order. Such notification shall include a  
19 copy of this Stipulated Protective Order; and

20 (c) Cooperate with respect to all reasonable procedures sought to be  
21 pursued by the Designating Party whose Protected Material may be affected.

22 If the Designating Party timely seeks a protective order, the Party served with  
23 the subpoena or court order shall not produce any information designated in this  
24 action as “CONFIDENTIAL” before a determination by the court from which the  
25 subpoena or order issued, unless the Party has obtained the Designating Party’s  
26 permission. The Designating Party shall bear the burden and expense of seeking  
27 protection in that court of its confidential material and nothing in these provisions  
28

1 should be construed as authorizing or encouraging a Receiving Party in this Action to  
2 disobey a lawful directive from another court.

3  
4 9. **A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
5 **PRODUCED IN THIS LITIGATION**

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

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

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

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

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

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

1 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
2 of seeking protection in this court of its Protected Material.

3  
4 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

13  
14 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
15 **OTHERWISE PROTECTED MATERIAL**

16 11.1 When a Producing Party gives notice to Receiving Parties that  
17 certain inadvertently produced material is subject to a claim of privilege or other  
18 protection, the obligations of the Receiving Parties are those set forth in Federal Rule  
19 of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
20 procedure may be established in an e-discovery order that provides for production  
21 without prior privilege review.

22 11.2 Pursuant to Federal Rule of Evidence 502(d) and (e), the parties  
23 agree that documents and electronically stored information subject to a legally  
24 recognized claim of protection from disclosure under the attorney-client privilege, the  
25 work-product doctrine, or other applicable protection (“Protected Information”), will  
26 be protected against claims of waiver (including as against third parties and in other  
27 federal and state proceedings) as follows:

1 (a) The disclosure or production by a Producing Party to a  
2 Receiving Party of Protected Information shall in no way constitute the voluntary  
3 disclosure of such information.

4 (b) The disclosure of Protected Information in this action shall  
5 not result in the waiver of any privilege, evidentiary protection or other protection  
6 associated with such information, and shall not result in any waiver, including subject  
7 matter waiver, of any kind.

8 (c) If, during the course of this Proceeding, a party determines  
9 that any information produced by another party is Protected Information:

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

24 (2) If the Producing Party intends to assert a claim of  
25 privilege or other protection over information identified by the Receiving Party as  
26 Protected Information, the Producing Party will, within ten (10) days of receiving the  
27 Receiving Party's written notification described above, inform the Receiving Party of  
28 such intention in writing and shall provide the Receiving Party with a log for such

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

7 (d) If, during the course of this Proceeding, a party determines it  
8 has produced Protected Information:

9 (1) The Producing Party may notify the Receiving Party  
10 of such production in writing, and demand the return of such information. Such  
11 notice shall be in writing, however, it may be delivered orally on the record at a  
12 deposition or at court proceeding, promptly followed up in writing. The Producing  
13 Party's written notice will identify the Protected Information produced by Bates  
14 Number range or hash value, the privilege or other protection claimed, and the basis  
15 for the assertion of the privilege or other protection and shall provide the Receiving  
16 Party with a log for such Protected Information that is consistent with the  
17 requirements of the Federal Rules of Civil Procedure, setting forth the basis for the  
18 claim of privilege or other protection. In the event that any portion of the identified  
19 information does not contain Protected Information, the Producing Party shall also  
20 provide to the Receiving Party a redacted copy of the Protected Information that omits  
21 the information that the Producing Party believes is subject to a claim of privilege or  
22 other protection.

23 (2) The Receiving Party must, within ten (10) days of  
24 receiving the Producing Party's written notification described above, return, sequester,  
25 or destroy the Protected Information and any copies, along with any notes, abstracts or  
26 compilations of the content thereof. To the extent that Protected Information has been  
27 loaded into a review database under the control of the Receiving Party, the Receiving  
28

1 Party shall have all electronic copies of the Protected Information extracted from the  
2 database.

3 (e) To the extent that Protected Information has already been  
4 used in or described in other information generated or maintained by the Receiving  
5 Party prior to the date of receipt of written notice by the Producing Party as set forth  
6 in Sub-paragraphs (c)(ii) and d(i), the Receiving Party shall sequester such other  
7 information until the claim has been resolved. If the Receiving Party disclosed the  
8 Protected Information before receiving notice pursuant to this Paragraph, the  
9 Receiving Party must take reasonable steps to retrieve the Protected Information.

10 (f) The Receiving Party's return, sequestering or destruction of  
11 Protected Information as provided herein will not act as a waiver of the Requesting  
12 Party's right to move for the production of the returned, sequestered or destroyed  
13 information on the grounds that the information is not, in fact, subject to a viable  
14 claim of privilege or protection. However, the Receiving Party is prohibited and  
15 estopped from arguing that:

16 (1) The disclosure or production of the Protected  
17 Information acts as a waiver of an applicable privilege or evidentiary protection;

18 (2) The disclosure of the Protected Information was not  
19 inadvertent;

20 (3) The Producing Party did not take reasonable steps to  
21 prevent the disclosure of the Protected Information; and

22 (4) The Producing Party failed to take reasonable or  
23 timely steps to rectify the error pursuant to Federal Rule of Civil Procedure  
24 26(b)(5)(B), or otherwise.

25 (g) Either party may submit Protected Information to the Court  
26 under seal for a determination of the claim of privilege or other protection, provided  
27 that the party complies with the requirements of Central District Local Rule 79-5 for  
28 filing documents under seal. The Producing Party shall preserve the Protected

1 Information until such claim is resolved. The Receiving Party may not use the  
2 Protected Information for any purpose absent an Order from the Court.

3 (h) Upon a determination by the Court that the Protected  
4 Information is protected by the applicable privilege or evidentiary protection, and if  
5 the Protected Information has been sequestered rather than returned or destroyed by  
6 the Receiving Party, the Protected Information shall be returned or destroyed within  
7 ten (10) days of the Court's Order.

8 (i) Nothing contained herein is intended to, or shall serve to  
9 limit a party's right to conduct a review of information (including metadata where  
10 applicable), whether stored in electronic, paper, or other tangible form, for relevance  
11 and responsiveness, and for the segregation of Protected Information before such  
12 information is produced to another party.

13  
14 12. **MISCELLANEOUS**

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

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

28

1           13.    **FINAL DISPOSITION**

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

20  
21           14.    Any violation of this Order may be punished by any and all appropriate  
22 measures including, without limitation, contempt proceedings and/or monetary  
23 sanctions.

24    ///

25    ///

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27    ///

28

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD**

2 Dated: June 21, 2017

GRODSKY & OLECKI LLP

3  
4 */s/ Courtney L. Puritsky*  
5 ALLEN B. GRODSKY  
6 COURTNEY L. PURITSKY  
Attorneys for Plaintiff  
DIANA MARTINEZ

7 Dated: June 21, 2017

LITTLER MENDELSON, P.C.

8  
9 */s/ Maggy M. Athanasious*  
10 WESLEY E. STOCKARD  
11 ELIZABETH NGUYEN  
12 MAGGY ATHANASIOUS  
Attorneys for Defendant  
13 MEREDITH XCELERATED  
MARKETING CORPORATION

14 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

15  
16 DATED: June 22, 2017

/ s / Alka Sagar  
17 HON. ALKA SAGAR  
18 UNITED STATES MAGISTRATE JUDGE  
19  
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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 Amended Stipulated  
Protective Order that was issued by the United States District Court for the Central  
District of California on [date] in the case of *DIANA MARTINEZ v. MEREDITH  
XCELERATED MARKETING CORPORATION, an Iowa Corporation; and DOES 1  
through 10*, Case No. 2:17-CV-1135 MWF (ASx). I agree to comply with and to be  
bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and punishment  
in the nature of contempt. I solemnly promise that I will not disclose in any manner  
any information or item that is subject to this Stipulated Protective Order to any  
person or entity except in strict compliance with the provisions of this Order.

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

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

Dated: \_\_\_\_\_ [Print Name]

\_\_\_\_\_ [Sign Name]

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