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 7 SUNBEAM PRODUCTS, INC.

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10 **UNITED STATES DISTRICT COURT**  
 11 **CENTRAL DISTRICT OF CALIFORNIA**  
 12 **WESTERN DIVISION**

13 RODRIGO SANTOME,  
 14 Plaintiff,  
 15 vs.  
 16 SUNBEAM PRODUCTS, INC.  
 JARDEN CONSUMER SOLUTIONS  
 17 COMMUNITY FUND, INC. TARGET  
 CORPORATION, and DOES 1-100,  
 18 Inclusive,  
 19 Defendants.

Case No.: 2:17-cv-01517-SJO (JEMx)  
**STIPULATED PROTECTIVE  
 ORDER AND CONFIDENTIALITY  
 AGREEMENT**

Judge: S. James Otero  
 Magistrate: John E. McDermott

20  
 21 Pursuant to Federal Rule of Civil Procedure 26(c), Defendant Sunbeam  
 22 Products, Inc. ("Sunbeam") and Plaintiff Rodrigo Santome ("Plaintiff"), through  
 23 their respective counsel of record, agree that good cause exists for the entry of this  
 24 Stipulated Protective Order and Confidentiality Agreement ("Protective Order").  
 25 Both parties anticipate that discovery in this action may require Sunbeam to  
 26 disclose trade secrets or other confidential research, development, or commercial  
 27 information. To that end, the Court finds that good cause exists for entry of a  
 28 protective order and confidentiality agreement in the above-captioned matter to

1 prevent unauthorized disclosure and use of Sunbeam's trade secrets and other  
2 confidential information during and after the course of this litigation.

3 Accordingly, **IT IS HEREBY ORDERED THAT:**

4 1. Any party to this litigation and any third-party shall have the right to  
5 designate as "Confidential" and subject to this Protective Order any information,  
6 document, or thing, or portion of any document or thing: (a) that contains trade  
7 secrets, competitively sensitive technical, marketing, financial, or sales information,  
8 or any other confidential business information; (b) that contains private or  
9 confidential personal information; (c) that contains information received in  
10 confidence from third parties; or (d) which the producing party otherwise believes  
11 in good faith is entitled to protection under Rule 26(c)(1)(G) of the Federal Rules of  
12 Civil Procedure. Any party to this litigation or any third party covered by this  
13 Protective Order, who produces or discloses any Confidential material, including  
14 without limitation any information, document, thing, interrogatory answer,  
15 admission, pleading, or testimony, shall mark the same with the foregoing or  
16 similar legend: "CONFIDENTIAL" or "CONFIDENTIAL—SUBJECT TO  
17 PROTECTIVE ORDER" (hereinafter "Confidential").

18 2. All material designated as Confidential pursuant to this Protective  
19 Order shall be used by the receiving party solely for purposes of the prosecution or  
20 defense of this action, shall not be used by the receiving party for any business,  
21 commercial, competitive, personal, or other purpose, and shall not be disclosed by  
22 the receiving party to anyone other than those set forth in Paragraph 3, below,  
23 unless and until the restrictions herein are removed either by written agreement of  
24 counsel for the parties, or by Order of the Court. It is, however, understood that  
25 counsel for a party may give advice and opinions to his or her client(s) solely  
26 relating to the above-captioned action based on his or her evaluation of Confidential  
27 material, provided that such advice and opinions shall not reveal the content of such  
28 Confidential material except by prior written agreement of counsel for the parties,

1 or by Order of the Court.

2 3. Materials designated as Confidential pursuant to this Protective Order  
3 and the contents therein may be disclosed only to the following individuals under  
4 the following conditions:

5 a. Outside counsel (herein defined as any attorney at the parties'  
6 outside law firms) and relevant in-house counsel for the parties;

7 b. Outside experts or consultants retained by outside counsel for  
8 purposes of this action, provided they receive and agree to be bound by  
9 the terms of this Protective Order, and sign and return to outside  
10 counsel the form attached hereto as Exhibit A, and provided outside  
11 counsel provide to the disclosing party all such forms executed within  
12 thirty (30) days of the conclusion of this action;

13 c. Secretarial, paralegal, clerical, duplicating, and data processing  
14 personnel of the foregoing;

15 d. The Court and court personnel;

16 e. Any deponent may be shown or examined on any information,  
17 document, or thing designated Confidential pursuant to this Protective  
18 Order if it appears that the witness authored or received a copy of it,  
19 was involved in the subject matter described therein, is employed by  
20 the party who produced the information, document, or thing, or if the  
21 producing party consents to such disclosure;

22 f. Vendors retained by or for the parties to assist in preparing for  
23 pretrial discovery, trial, and/or hearings including, but not limited to,  
24 court reporters, litigation support personnel, jury consultants,  
25 individuals who prepare demonstrative and audiovisual aids for use in  
26 the courtroom, depositions, or mock jury sessions, as well as their  
27 staff, stenographic, and clerical employees whose duties and  
28 responsibilities require access to such materials; and

1 g. The parties. In the case of parties that are corporations or other  
2 business entities, "party" shall mean executives who are required to  
3 participate in decisions with reference to this lawsuit.

4 4. Material designated as Confidential pursuant to this Protective Order  
5 shall be used only by individuals permitted access to it under Paragraph 3 and  
6 solely for the prosecution or defense of this action. Confidential material, copies  
7 thereof, and the information contained therein, shall not be disclosed in any manner  
8 to any other individual, until and unless: (a) counsel for the party asserting  
9 confidentiality waives the claim of confidentiality; or (b) the Court orders such  
10 disclosure.

11 5. With respect to any depositions that involve a disclosure of  
12 Confidential material of a party to this action, such party shall have until thirty (30)  
13 days after receipt of the deposition transcript within which to inform all other  
14 parties that portions of the transcript are to be designated Confidential pursuant to  
15 this Protective Order. This period may be extended by agreement of the parties. No  
16 such deposition transcript shall be disclosed to any individual other than the  
17 individuals described in Paragraph 3(a), (b), (c), (d), (f) and (g) above and the  
18 deponent during these thirty (30) days, and no individual attending such a  
19 deposition shall disclose the contents of the deposition to any individual other than  
20 those described in Paragraph 3(a), (b), (c), (d), (f) and (g) above during said thirty  
21 (30) days. Upon being informed that certain portions of a deposition are to be  
22 designated as Confidential, all parties shall immediately cause each copy of the  
23 transcript in its custody or control to be appropriately marked and limit disclosure  
24 of that transcript in accordance with this Protective Order.

25 6. If counsel for a party receiving documents or information designated  
26 as Confidential pursuant to this Protective Order objects to such designation, the  
27 following procedure shall apply:

28 a. A party may make a good faith challenge to a confidentiality

1 designation within sixty (60) days of receipt of the document so  
2 designated. Any party wishing to challenge the Confidential  
3 designation assigned by another party or other person with respect to  
4 any material shall give written notice of such objection to counsel for  
5 the designating party.

6 b. The parties shall then attempt to resolve such dispute in good  
7 faith on an informal basis.

8 c. In the event any objection to the designation is not first resolved  
9 by informal agreement of counsel, it shall be the burden of the party  
10 challenging the designation to file the appropriate motion with the  
11 Court after counsel confer in good faith. Such a motion shall be made  
12 in accordance with Local Rules 37-1 and 37-2 and shall contain a Joint  
13 Stipulation concerning the matters in dispute. Such a motion may be  
14 made without notice to any party other than the designating party and  
15 any papers filed in support of or in opposition to said motion shall, to  
16 the extent necessary, be filed under seal to preserve the claimed  
17 confidentiality of the material.

18 d. Upon the filing of such a motion, the burden rests upon the  
19 designating party to demonstrate the propriety of such designation.

20 e. Until the parties or the Court resolves a challenge to the  
21 designation, the original designation shall remain in full force and  
22 effect.

23 f. All challenges to the propriety of a Confidential designation  
24 must be made prior to sixty (60) days before trial.

25 g. If a Confidential document is produced within sixty (60) days  
26 before trial, then the challenging party must challenge the designation  
27 immediately and not more than ten (10) days after the material is  
28 produced.

1           7. All requests to seal documents filed with the Court shall comply with  
2 Local Civil Rule 79-5.

3           8. If the need arises during trial or at any hearing before the Court for any  
4 party to disclose documents or information from documents designated  
5 Confidential pursuant to this Protective Order, it may do so only after giving notice  
6 to the producing party and taking up the matter with the judicial officer conducting  
7 the proceedings at the appropriate time.

8           9. To the extent consistent with applicable law, the inadvertent or  
9 unintentional disclosure of material that should have been designated Confidential  
10 pursuant to this Protective Order, regardless of whether the information, document,  
11 or thing was so designated at the time of disclosure, shall not be deemed a waiver in  
12 whole or in part of a party's claim of confidentiality, either as to the specific  
13 information, document, or thing disclosed or as to any other material or information  
14 concerning the same or related subject matter. Such inadvertent or unintentional  
15 disclosure may be rectified by notifying in writing counsel for all parties to whom  
16 the material was disclosed that the material should have been designated  
17 Confidential pursuant to this Protective Order within a reasonable time after  
18 disclosure. Such notice shall constitute a designation of the information, document  
19 or thing as Confidential pursuant to this Protective Order.

20           10. When the inadvertent or mistaken disclosure of any information,  
21 document or thing protected by privilege or work-product immunity is discovered  
22 by the producing party and brought to the attention of the receiving party, the  
23 receiving party's treatment of such material shall be in accordance with Federal  
24 Rule of Civil Procedure 26(b)(5)(B). Such inadvertent or mistaken disclosure of  
25 such information, document, or thing shall not by itself constitute a waiver by the  
26 producing party of any claims of privilege or work-product immunity. However,  
27 nothing herein restricts the right of the receiving party to challenge the producing  
28 party's claim of privilege if appropriate within a reasonable time after receiving

1 notice of the inadvertent or mistaken disclosure.

2 11. No information that is in the public domain or which is already known  
3 by the receiving party through proper means or which is or becomes available to a  
4 party from a source other than the party asserting confidentiality, rightfully in  
5 possession of such information on a non-confidential basis, shall be deemed or  
6 considered to be protected material under this Protective Order.

7 12. This Protective Order shall not deprive any party of its right to object  
8 to discovery by any other party or on any otherwise permitted ground. This  
9 Protective Order is being entered without prejudice to the right of any party to  
10 move the Court for modification or for relief from any of its terms. No modification  
11 by the parties shall have the force or effect of a Court Order unless the Court  
12 approves the modification.

13 13. This Protective Order shall survive the termination of this action and  
14 shall remain in full force and effect unless modified by an Order of this Court or by  
15 written stipulation of the parties filed with and ordered by the Court.


16 14. Within thirty (30) days after conclusion of this action, each party or  
17 other individual subject to the terms hereof shall assemble and to return to the  
18 originating source all originals and unmarked copies of documents and things  
19 containing Confidential material, including but not limited to all copies of excerpts,  
20 summaries, and digests revealing Confidential information. Each party, within  
21 thirty (30) days after conclusion of this action, shall also sign and provide to the  
22 designating party a sworn attestation affirming said return of all materials  
23 designated Confidential pursuant to this Protective Order. To the extent a party  
24 requests the return of Confidential material from the Court after the final conclusion  
25 of the litigation, including the exhaustion of all appeals therefrom and all related  
26 proceedings, the party shall file a motion seeking such relief.

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1 15. Nothing in this Protective Order shall be construed as authorizing a  
2 party to disobey a lawful subpoena issued in another action.

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4 **IT IS SO ORDERED**, this 15th day of September, 2017.


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6 **JOHN E. MCDERMOTT**  
7 **UNITED STATES MAGISTRATE JUDGE**

8  
9 **STIPULATION**

10 **IT IS HEREBY STIPULATED** by and among the parties, through their  
11 respective counsel, this Honorable Court consent, that the foregoing Stipulated  
12 Protective Order and Confidentiality Agreement may be entered in this action.

13  
14 DATED: September 14, 2017

**BUCHALTER**  
A Professional Corporation

15  
16 By:   
17 **GARY A. WOLENSKY**  
18 **ANNE MARIE ELLIS**  
19 **SAMUEL Q. SCHLEIER**  
Attorneys for Defendants  
20 **SUNBEAM PRODUCTS, INC.,**

21  
22  
23 DATED: September 12, 2017

**LAW OFFICES OF BRIAN NELSON**  
A Professional Corporation


24  
25 By:   
26 **BRIAN S. NELSON**  
27 **Attorneys for Plaintiff**  
28 **RODRIGO SANTOME**



Exhibit A

I, \_\_\_\_\_, attest to my understanding that Confidential information that I have obtained from \_\_\_\_\_, was produced to me in connection with *Santome v. Sunbeam Products, Inc., et al.*, Case No. 2:17-cv-01517 (“Santome Litigation”), which is pending in the United States District Court, Central District of California, Western Division. I understand all such information is disclosed to me pursuant to the terms and conditions of the Stipulated Protective Order and Confidentiality entered in that case on \_\_\_\_\_, 2017 (“Protective Order”). I further attest that I have been given a copy of and have read that Protective Order, I have had it explained to me by counsel, and I agree to be bound by that Protective Order and its terms.

I further agree that I shall not disclose to others not involved in the Santome Litigation any Confidential information, as that term is described in the Protective Order, that I will return all Confidential information to the attorney from whom I received it at the conclusion of the Santome Litigation, and that my obligations concerning the confidentiality of the Confidential materials I receive will continue even after the conclusion of the Santome Litigation. I further agree and acknowledge my understanding that, in the event that I fail to abide by the terms of the Protective Order, I may be subject to sanctions.

I declare under penalty of perjury under the laws of the United States of America that these statements are true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
[Signature above] Name: