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28 **UNITED STATES DISTRICT COURT**
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

LA AMAPOLA, INC., a California Corporation,)	Case No.: 2:17-cv-01946 AB (ASx)
Plaintiff,)	
v.)	STIPULATED PROTECTIVE ORDER
HONEYVILLE, INC, a corporation)	
doing business in California, and DOES)	
)	

1 1 thru 100,)
 2 Defendants.)
 3 _____)
 4 HONEYVILLE, INC, a corporation)
 5 Counter-Claimant,)
 6 v.)
 7 LA AMAPOLA, INC., a California)
 8 Corporation,)
 9 Counter-Defendants,)
 10 _____)
 11 AND THIRD-PARTY CLAIM)

11 1. A. PURPOSES AND LIMITATIONS

12 Discovery directed toward the County of Los Angeles, Department of Public
 13 Health is likely to involve production of confidential or private information for which
 14 special protection from public disclosure and from use for any purpose other than
 15 prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate
 16 to and petition the Court to enter the following Stipulated Protective Order. The parties
 17 acknowledge that this Order does not confer blanket protections on all disclosures or
 18 responses to discovery and that the protection it affords from public disclosure and use
 19 extends only to the limited information or items that are entitled to confidential
 20 treatment under the applicable legal principles. The parties further acknowledge, as set
 21 forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them
 22 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
 23 procedures that must be followed and the standards that will be applied when a party
 24 seeks permission from the court to file material under seal.
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1 **B. GOOD CAUSE STATEMENT**

2 This subpoena served upon the County of Los Angeles, Department of Public
3 Health (“The Department”) seeks statements made to the Department by employees of
4 Plaintiff La Amapola and Defendant Honeyville Inc. which special protection from
5 public disclosure and from use for any purpose other than prosecution of this action is
6 warranted. Such confidential materials and information consist of, among other things,
7 confidential statements and information otherwise generally unavailable to the public,
8 or which may be privileged or otherwise protected from disclosure under state or
9 federal statutes, court rules, case decisions, or common law. Accordingly, to expedite
10 the flow of information, to facilitate the prompt resolution of disputes over
11 confidentiality of discovery materials, to adequately protect information the parties are
12 entitled to keep confidential, to ensure that the parties are permitted reasonable
13 necessary uses of such material in preparation for and in the conduct of trial, to address
14 their handling at the end of the litigation, and serve the ends of justice, a protective
15 order for such information is justified in this matter. It is the intent of the parties that
16 information will not be designated as confidential for tactical reasons and that nothing
17 be so designated without a good faith belief that it has been maintained in a
18 confidential, non-public manner, and there is good cause why it should not be part of
19 the public record of this case.

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21
22 2. **DEFINITIONS**

23 2.1 Action: La Amapola. Inc. v. Honeyville, Inc., Case No.: 2:17-cv-01946 AB

1 (ASx)

2 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
3 information or items under this Order.
4

5 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
6 is generated, stored or maintained) or tangible things that qualify for protection under
7 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
8 Statement.
9

10 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
11 support staff).
12

13 2.5 Designating Party: A Party or Non-Party that designates information or items
14 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”
15

16 2.6 Disclosure or Discovery Material: all items or information, regardless of the
17 medium or manner in which it is generated, stored, or maintained (including, among
18 other things, testimony, transcripts, and tangible things), that are produced or generated
19 in disclosures or responses to discovery in this matter.
20

21 2.7 Expert: a person with specialized knowledge or experience in a matter
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
23 expert witness or as a consultant in this Action.
24

25 2.8 House Counsel: attorneys who are employees of a party to this Action.
26 House Counsel does not include Outside Counsel of Record or any other outside
27 counsel.
28

1 2.9 Non-Party: any natural person, partnership, corporation, association, or other
2 legal entity not named as a Party to this action.

3 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
4 this Action but are retained to represent or advise a party to this Action and have
5 appeared in this Action on behalf of that party or are affiliated with a law firm which
6 has appeared on behalf of that party, and includes support staff.
7

8 2.11 Party: any party to this Action, including all of its officers, directors,
9 employees, consultants, retained experts, and Outside Counsel of Record (and their
10 support staffs).
11

12 2.12 Producing Party: A Party or Non-Party that produces Disclosure or
13 Discovery Material in this Action.
14

15 2.13 Professional Vendors: persons or entities that provide litigation support
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
18 their employees and subcontractors.
19

20 2.14 Protected Material: any Disclosure or Discovery Material that is designated
21 as “CONFIDENTIAL.”
22

23 2.15 Receiving Party: A Party that receives Disclosure or Discovery Material
24 from a Producing Party.
25

26 3. SCOPE

27 The protections conferred by this Stipulation and Order cover not only Protected
28

1 Material (as defined above), but also (1) any information copied or extracted from
2 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
3 Material; and (3) any testimony, conversations, or presentations by Parties or their
4 Counsel that might reveal Protected Material.
5

6 Any use of Protected Material at trial shall be governed by the orders of the trial
7 judge. This Order does not govern the use of Protected Material at trial.
8

9 4. DURATION

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

21 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
22 Party or Non-Party that designates information or items for protection under this Order
23 must take care to limit any such designation to specific material that qualifies under the
24 appropriate standards. The Designating Party must designate for protection only those
25 parts of material, documents, items, or oral or written communications that qualify so
26 that other portions of the material, documents, items, or communications for which
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1 protection is not warranted are not swept unjustifiably within the ambit of this Order.

2 Mass, indiscriminate, or routinized designations are prohibited. Designations
3 that are shown to be clearly unjustified or that have been made for an improper purpose
4 (e.g., to unnecessarily encumber the case development process or to impose
5 unnecessary expenses and burdens on other parties) may expose the Designating Party
6 to sanctions.
7

8
9 If it comes to a Designating Party's attention that information or items that it
10 designated for protection do not qualify for protection, that Designating Party must
11 promptly notify all other Parties that it is withdrawing the inapplicable designation.
12

13 5.2 Manner and Timing of Designations. Except as otherwise provided in this
14 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
15 or ordered, Disclosure or Discovery Material that qualifies for protection under this
16 Order must be clearly so designated before the material is disclosed or produced.
17

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (e.g., paper or electronic documents,
20 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
21 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
22 "CONFIDENTIAL legend"), to each page that contains protected material. If only a
23 portion or portions of the material on a page qualifies for protection, the Producing
24 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
25 markings in the margins).
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1 A Party or Non-Party that makes original documents available for inspection
2 need not designate them for protection until after the inspecting Party has indicated
3 which documents it would like copied and produced. During the inspection and before
4 the designation, all of the material made available for inspection shall be deemed
5 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
6 copied and produced, the Producing Party must determine which documents, or
7 portions thereof, qualify for protection under this Order. Then, before producing the
8 specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to
9 each page that contains Protected Material. If only a portion or portions of the material
10 on a page qualifies for protection, the Producing Party also must clearly identify the
11 protected portion(s) (e.g., by making appropriate markings in the margins).
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16 All of the material produced by a Non-Party in response to a deposition
17 subpoena shall be deemed “CONFIDENTIAL” and held as such by all Parties for one
18 week from the date of production. Any Party may, within one week of the date of
19 production, designate documents, or portions thereof, which qualify for protection
20 under this order as “CONFIDENTIAL.” Within one week, the Designating Party
21 must: (1) identify the document, or portion thereof, by Bates Number (if available); (2)
22 affix the “CONFIDENTIAL legend” to each page that contains Protected Material (as
23 set out above); and (3) send the identified and marked pages to each Party in the
24 litigation via e-mail (or any other method of transmission mutually agreed to between
25 the Parties). Any documents, or portions thereof, which are not designated by a Party
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1 as “CONFIDENTIAL” within one week of the date of production will no longer be
2 considered as “CONFIDENTIAL” except as otherwise provided for in this Order (see,
3 e.g., Section 5.3 below).
4

5 (b) for testimony given in depositions that the Designating Party identify the
6 Disclosure or Discovery Material on the record, before the close of the deposition all
7 protected testimony.
8

9 (c) for information produced in some form other than documentary and for any
10 other tangible items, that the Producing Party affix in a prominent place on the exterior
11 of the container or containers in which the information is stored the legend
12 “CONFIDENTIAL.” If only a portion or portions of the information warrants
13 protection, the Producing Party, to the extent practicable, shall identify the protected
14 portion(s).
15
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17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
18 to designate qualified information or items does not, standing alone, waive the
19 Designating Party’s right to secure protection under this Order for such material. Upon
20 timely correction of a designation, the Receiving Party must make reasonable efforts to
21 assure that the material is treated in accordance with the provisions of this Order.
22
23

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
26 of confidentiality at any time that is consistent with the Court’s Scheduling Order.
27

28 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution

1 process under Local Rule 37.1 et seq., however, the parties must engage in at least two
2 attempts to resolve the dispute without Court involvement consistent with the pre-
3 filing conference of counsel required by Local Rule 37-1
4

5 6.3 The burden of persuasion in any such challenge proceeding shall be on the
6 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
7 to harass or impose unnecessary expenses and burdens on other parties) may expose
8 the Challenging Party to sanctions. Unless the Designating Party has waived or
9 withdrawn the confidentiality designation, all parties shall continue to afford the
10 material in question the level of protection to which it is entitled under the Producing
11 Party's designation until the Court rules on the challenge.
12
13

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15 7. ACCESS TO AND USE OF PROTECTED MATERIAL

16 7.1 Basic Principles. A Receiving Party may use Protected Material that is
17 disclosed or produced by another Party or by a Non-Party in connection with this
18 Action only for prosecuting, defending, or attempting to settle this Action. Such
19 Protected Material may be disclosed only to the categories of persons and under the
20 conditions described in this Order. When the Action has been terminated, a Receiving
21 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).
22
23

24 Protected Material must be stored and maintained by a Receiving Party at a
25 location and in a secure manner that ensures that access is limited to the persons
26 authorized under this Order.
27

28 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise

1 ordered by the court or permitted in writing by the Designating Party, a Receiving
2 Party may disclose any information or item designated “CONFIDENTIAL” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
4 employees of said Outside Counsel of Record to whom it is reasonably necessary to
5 disclose the information for this Action;
6

7 (b) the officers, directors, and employees (including House Counsel) of the
8 Receiving Party to whom disclosure is reasonably necessary for this Action;
9

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

14 (d) the court and its personnel;

15 (e) court reporters and their staff;

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

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

23 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action
24 to whom disclosure is reasonably necessary provided: (1) the deposing party requests
25 that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be
26 permitted to keep any confidential information unless they sign the “Acknowledgment
27
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1 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
2 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to
3 depositions that reveal Protected Material may be separately bound by the court
4 reporter and may not be disclosed to anyone except as permitted under this Stipulated
5 Protective Order; and
6

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

10 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
11
12 PRODUCED IN OTHER LITIGATION

13 If a Party is served with a subpoena or a court order issued in other litigation that
14 compels disclosure of any information or items designated in this Action as
15 “CONFIDENTIAL,” that Party must:
16

17 (a) promptly notify in writing the Designating Party. Such notification shall
18 include a copy of the subpoena or court order;
19

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

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

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

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

9
10 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
11 PRODUCED IN THIS LITIGATION
12

13 (a) The terms of this Order are applicable to information produced by a Non-
14 Party in this Action and designated as “CONFIDENTIAL.” Such information produced
15 by Non-Parties in connection with this litigation is protected by the remedies and relief
16 provided by this Order. Nothing in these provisions should be construed as prohibiting
17 a Non-Party from seeking additional protections.
18

19 (b) In the event that a Party is required, by a valid discovery request, to produce
20 a Non-Party’s confidential information in its possession, and the Party is subject to an
21 agreement with the Non-Party not to produce the Non-Party’s confidential information,
22 then the Party shall:
23

24 (1) promptly notify in writing the Requesting Party and the Non-Party that some
25 or all of the information requested is subject to a confidentiality agreement with a Non-
26 Party;
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1 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
2 Order in this Action, the relevant discovery request(s), and a reasonably specific
3 description of the information requested; and
4

5 (3) make the information requested available for inspection by the Non-Party, if
6 requested.
7

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

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
21 Protected Material to any person or in any circumstance not authorized under this
22 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
23 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
24 all unauthorized copies of the Protected Material, (c) inform the person or persons to
25 whom unauthorized disclosures were made of all the terms of this Order, and (d)
26 request such person or persons to execute the "Acknowledgment and Agreement to Be
27
28

1 Bound” that is attached hereto as Exhibit A.

2 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
3 PROTECTED MATERIAL

4
5 When a Producing Party gives notice to Receiving Parties that certain
6 inadvertently produced material is subject to a claim of privilege or other protection,
7 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
8 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
9 may be established in an e-discovery order that provides for production without prior
10 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
11 parties reach an agreement on the effect of disclosure of a communication or
12 information covered by the attorney-client privilege or work product protection, the
13 parties may incorporate their agreement in the stipulated protective order submitted to
14 the court.
15
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19 12. MISCELLANEOUS

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
21 person to seek its modification by the Court in the future.
22

23 12.2 Right to Assert Other Objections. By stipulating to the entry of this
24 Protective Order no Party waives any right it otherwise would have to object to
25 disclosing or producing any information or item on any ground not addressed in this
26 Stipulated Protective Order. Similarly, no Party waives any right to object on any
27 ground to use in evidence of any of the material covered by this Protective Order.
28

1 12.3 Filing Protected Material. A Party that seeks to file under seal any
2 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
3 only be filed under seal pursuant to a court order authorizing the sealing of the specific
4 Protected Material at issue. If a Party's request to file Protected Material under seal is
5 denied by the court, then the Receiving Party may file the information in the public
6 record unless otherwise instructed by the court.
7
8

9 13. FINAL DISPOSITION

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

6 14. Any violation of this Order may be punished by any and all appropriate
7 measures including, without limitation, contempt proceedings and/or monetary
8 sanctions.
9

10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11
12 DATED: 7/14/2017

13 /s/ Matthew L. Kinley
14 Matthew L. Kinley
15 Attorney for Plaintiff La Amapola, Inc.

16 DATED: 7/14/2017

17 /s/ Charles Patterson
18 Charles Patterson
19 Attorney for Defendant Honeyville, Inc.

20 DATED: 7/14/2017

21 /s/ Aaron Case
22 Aaron Case
23 Attorney for Defendant Gavilon Grain, LLC

24 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

25
26 DATED: July 18, 2017

27 / s / Alka Sagar
28 Honorable Alka Sagar,
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

1
2
3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of
5
6 perjury that I have read in its entirety and understand the Stipulated Protective Order
7
8 that was issued by the United States District Court for the Central District of California
9 on _____ [date] in the case of La Amapola, Inc., a California Corporation v.
10 Honeyville Inc., a corporation doing business in California; and DOES 1 through 100;
11 Case No. 2:17-cv-01946. I agree to comply with and to be bound by all the terms of
12 this Stipulated Protective Order and I understand and acknowledge that failure to so
13
14 comply could expose me to sanctions and punishment in the nature of contempt. I
15
16 solemnly promise that I will not disclose in any manner any information or item that is
17
18 subject to this Stipulated Protective Order to any person or entity except in strict
19 compliance with the provisions of this Order.

20 I further agree to submit to the jurisdiction of the United States District Court for
21
22 the Central District of California for the purpose of enforcing the terms of this
23 Stipulated Protective Order, even if such enforcement proceedings occur after
24 termination of this action.

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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.

Date: _____

City and State where sworn and signed:

Printed name: _____

Signature: _____