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25 UNITED STATES DISTRICT COURT
 26 CENTRAL DISTRICT OF CALIFORNIA

27 **Raul Uriarte-Limon,**
 28
 29 Plaintiff,
 30
 31 v.
 32 **In-N-Out Burgers,** a California
 33 Corporation; and Does 1-10,
 34
 35 Defendants

36 Case No. 2:17-CV-05431-GW (KSX)

37 **STIPULATED PROTECTIVE
 38 ORDER**

39 **Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and based on**
 40 **the parties' Application for Protective Order for Confidentiality and Disclosures**
 41 **("Stipulation") filed on February 9, 2018, the terms of the protective order to**

1 which the parties have agreed are adopted as a protective order of this Court
2 (which generally shall govern the pretrial phase of this action) except to the extent,
3 as set forth below, that those terms have been modified by the Court's amendment
4 of paragraphs 2.14, 4, 6.3, and 12.3 of the Stipulation.

5
6 **AGREED TERMS OF THE PROTECTIVE ORDER AS ADOPTED AND**
7 **MODIFIED BY THE COURT**¹

8
9 The parties hereby stipulate that the following provisions shall apply to all discovery in
10 this litigation, to govern the use and dissemination of information, documents, and other
11 tangible items designated as CONFIDENTIAL INFORMATION as set forth below:

12
13 1. **PURPOSE AND LIMITATIONS**

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

26
27 ¹ The Court's additions to the agreed terms of the Protective Order are generally indicated in bold
28 typeface, and the Court's deletions are indicated by lines through the text being deleted.

1 1.1 GOOD CAUSE STATEMENT

2 This action is likely to involve trade secrets, customer and pricing lists and other valuable
3 research, development, commercial, financial, technical and/or proprietary information for
4 which special protection from public disclosure and from use for any purpose other than
5 prosecution of this action is warranted. Such confidential and proprietary materials and
6 information consist of, among other things, confidential business or financial information,
7 information regarding confidential business practices, or other confidential research,
8 development, or commercial information (including information implicating privacy rights of
9 third parties), information otherwise generally unavailable to the public, or which may be
10 privileged or otherwise protected from disclosure under state or federal statutes, court rules,
11 case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate
12 the prompt resolution of disputes over confidentiality of discovery materials, to adequately
13 protect information the parties are entitled to keep confidential, to ensure that the parties are
14 permitted reasonable necessary uses of such material in preparation for and in the conduct
15 of trial, to address their handling at the end of the litigation, and serve the ends of justice, a
16 protective order for such information is justified in this matter. It is the intent of the parties
17 that information will not be designated as confidential for tactical reasons and that nothing be
18 so designated without a good faith belief that it has been maintained in a confidential, non-
19 public manner, and there is good cause why it should not be part of the public record of this
20 case.

21 The parties may produce, in this ADA access lawsuit alleging architectural barriers at the
22 subject property, architectural plans, construction records, medical records, financial
23 information and other confidential or private materials. The parties therefore seek this
24 protective order to safeguard Plaintiff's privacy, and to ensure the confidentiality of
25 Defendant's business and financial records which, if disclosed, would confer an unfair
26 advantage on Defendants' competitors.

27 2. DEFINITIONS

1 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
2 information or items under this Order.

3 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is
4 generated, stored or maintained) or tangible things that qualify for protection under
5 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
6 Statement.

7 2.3 Counsel: Outside Counsel of Record and House Counsel (as well as their support
8 staff).

9 2.4 Designating Party: a Party or Non-Party that designates information or items that it
10 produces in disclosures or in responses to discovery as "CONFIDENTIAL."

11 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium
12 or manner in which it is generated, stored, or maintained (including, among other
13 things, testimony, transcripts, and tangible things), that are produced or generated in
14 disclosures or responses to discovery in this matter.

15 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
16 the litigation who has been retained by a Party or its counsel to serve as an expert
17 witness or as a consultant in this Action.

18 2.7 House Counsel: attorneys who are employees of a party to this Action. House
19 Counsel does not include Outside Counsel of Record or any other outside counsel.

20 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
21 entity not named as a Party to this action.

22 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this Action
23 but are retained to represent or advise a party to this Action and have appeared in this
24 Action on behalf of that party or are affiliated with a law firm which has appeared on
25 behalf of that party, and includes support staff.

26 2.10 Party: any party to this Action, including all of its officers, directors, employees,
27 consultants, retained experts, and Outside Counsel of Record (and their support
28 staffs).

1 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
2 Material in this Action.

3 2.12 Professional Vendors: persons or entities that provide litigation support
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
6 their employees and subcontractors.

7 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
8 “CONFIDENTIAL.”

9 ~~2.14 Protected Material: any Disclosure or Discovery Material that is designated as~~
10 ~~“CONFIDENTIAL.”~~

11 3. SCOPE

12 The protections conferred by this Stipulation and Order cover not only Protected
13 Material (as defined above), but also (1) any information copied or extracted from Protected
14 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3)
15 any testimony, conversations, or presentations by Parties or their Counsel that might reveal
16 Protected Material. Any use of Protected Material at trial shall be governed by the orders of
17 the trial judge. This Order does not govern the use of Protected Material at trial. However,
18 the protections conferred by this Stipulation and Order do not cover the following information:

19 (a) any information that is in the public domain at the time of disclosure to a Receiving Party
20 or becomes part of the public domain after its disclosure to a Receiving Party as a result of
21 publication not involving a violation of this Order, including becoming part of the public record
22 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
23 disclosure or obtained by the Receiving Party after the disclosure from a source who
24 obtained the information lawfully and under no obligation of confidentiality to the Designating
25 Party. Any use of Protected Material at trial shall be governed by a separate agreement or
26 order.
27

1 4. DURATION

2 The provisions of this Confidentiality and Protective Order shall not terminate at the
3 conclusion of this action and the obligation to comply shall continue indefinitely thereafter.
4 Following the conclusion of this litigation (defined as the end of this matter by trial, motion, or
5 settlement and, if concluded by motion or trial, the exhaustion of available appeals or the
6 running of time for taking such appeals, as provided by applicable law), the Parties subject to
7 this Protective Order shall, upon request of the Designating Party, make reasonable efforts
8 to return or destroy all copies of CONFIDENTIAL information, but are not required to return
9 or destroy attorney work product or pleadings that may include or quote from
10 CONFIDENTIAL information. As used in this subdivision, "all Confidential Material" includes
11 all copies, abstracts, excerpts, and any other format reproducing or capturing any
12 CONFIDENTIAL information.

13 ~~Once a case proceeds to trial, all of the information that was designated as confidential or~~
14 ~~maintained pursuant to this protective order becomes public and will be presumptively~~
15 ~~available to all members of the public, including the press, unless compelling reasons~~
16 ~~supported by specific factual findings to proceed otherwise are made to the trial judge in~~
17 ~~advance of the trial. See Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180-~~
18 ~~81 (9th Cir. 2006) (distinguishing "good cause" showing for sealing documents produced in~~
19 ~~discovery from "compelling reasons" standard when merits-related documents are part of~~
20 ~~court record). Accordingly, the terms of this protective order do not extend beyond the~~
21 ~~commencement of the trial.~~

22
23 ~~Even after final disposition of this litigation, the confidentiality obligations imposed by this~~
24 ~~Order shall remain in effect until a Designating Party agrees otherwise in writing or a court~~
25 ~~order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of~~
26 ~~all claims and defenses in this action, with or without prejudice; and (2) final judgment herein~~
27 ~~after the 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 extension of time~~
2 ~~pursuant to applicable law.~~

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4 5. DESIGNATING PROTECTED MATERIAL

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

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

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

19 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,
20 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
21 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly
22 so designated before the material is disclosed or produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic documents, but excluding
25 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix
26 at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each
27 page that contains protected material. The designation shall be placed on the first page of
28 each document which is bound, stapled, or otherwise affixed by a permanent or semi-
29 permanent means of attachment, and on each page of any document not so affixed. If

1 information is produced in electronic format, such information may be designated as
2 CONFIDENTIAL INFORMATION by placing a stamp or notice on the storage medium. If only
3 a portion or portions of the material on a page qualifies for protection, the Producing Party
4 also must clearly identify the protected portion(s) (e.g., by making appropriate markings in
5 the margins).

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

17 With respect to documents produced by third parties, designation may be made within 45
18 days after receipt by counsel. With respect to documents made available for inspection and
19 copying, designation need not be made until after inspection and selection by counsel. Any
20 such designated documents shall be stamped "CONFIDENTIAL" by the copying service
21 selected by the inspecting Party.

22 (b) for testimony given in depositions that the Designating Party identify the Disclosure or
23 Discovery Material on the record, before the close of the deposition all protected testimony.
24 Information disclosed at a deposition (including without limitation, questions, answers and
25 exhibits) may be designated as CONFIDENTIAL INFORMATION by a statement on the
26 record, or in writing within 30 days after completion of the original transcript of the deposition.
27 The entire deposition transcript may not be labeled as CONFIDENTIAL INFORMATION,
28 rather, only specific lines that contain CONFIDENTIAL INFORMATION may be so

1 designated. If only a portion or portions of the information or item warrant protection, the
2 Designating Party, to the extent practicable, shall identify the protected portion(s).

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

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
9 designate qualified information or items does not, standing alone, waive the
10 Designating Party's right to secure protection under this Order for such material. Such
11 documents may be subsequently designated as such with written notice of that
12 designation and a replacement copy, marked in accordance with this Protective
13 Order. There will be no breach of this Protective Order for any disclosure made prior
14 to receipt of such notice that would otherwise have been authorized by this Protective
15 Order but for the subsequent designation. Upon timely correction of a designation, the
16 Receiving Party must make reasonable efforts to assure that the material is treated in
17 accordance with the provisions of this Order.

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
22 under Local Rule 37.1 et seq. Within seven (7) days of receipt of such challenge, the Parties
23 shall meet-and-confer in good faith in an effort to resolve the matter informally.

24 6.3 If the Parties are unable to resolve their dispute, the Challenging Party, **if authorized to**
25 **do so after complying with Judge Stevenson's pre-motion procedures, must may** file a
26 motion to determine the propriety of the challenged designation. **Unless otherwise ordered**
27 **by the Court,** any motion challenging a designation shall be made in strict compliance the
28 Local Rules of the Central District of California, including the Joint Stipulation requirement.

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

8 7. ACCESS TO AND USE OF PROTECTED MATERIAL

9
10 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
11 produced by another Party or by a Non-Party in connection with this Action only for
12 prosecuting, defending, or attempting to settle this Action. Such Protected Material may be
13 disclosed only to the categories of persons and under the conditions described in this Order.
14 When the Action has been terminated, a Receiving Party must comply with the provisions of
15 section 13 below (FINAL DISPOSITION).

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

19 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the
20 court or permitted in writing by the Designating Party, a Receiving Party may disclose any
21 information or item designated "CONFIDENTIAL" only to:

22 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees
23 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
24 information for this Action;

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

27 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
28 reasonably necessary for this Action and who have signed the
29 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

- 1 (d) the court and its personnel;
- 2 (e) court reporters and their staff;
- 3 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom
4 disclosure is reasonably necessary for this Action and who have signed the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 6 (g) the author or recipient of a document containing the information or a custodian or
7 other person who otherwise possessed or knew the information;
- 8 (h) during their depositions, witnesses and attorneys for witnesses, in the Action to whom
9 disclosure is reasonably necessary provided: (1) the deposing party requests that the
10 witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep
11 any confidential information unless they sign the “Acknowledgment and Agreement to Be
12 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the
13 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal
14 Protected Material may be separately bound by the court reporter and may not be disclosed
15 to anyone except as permitted under this Stipulated Protective Order; and
- 16 (i) any mediator or settlement officer, and their supporting personnel, mutually agreed
17 upon by any of the parties engaged in settlement discussions to whom disclosure is
18 reasonably necessary for this Action and who have signed the “Acknowledgment and
19 Agreement to Be Bound” (Exhibit A)

20 Notwithstanding any restrictions in this Confidentiality and Protective Order regarding the
21 use or disclosure of materials designated as CONFIDENTIAL INFORMATION, nothing
22 contained herein shall prevent any Party from disclosing its own CONFIDENTIAL
23 INFORMATION as deemed appropriate. In addition, nothing contained herein shall prevent
24 any Party from disclosing or using information designated as CONFIDENTIAL
25 INFORMATION that it received from a source other than the discovery process in this action.

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27 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**
28 **LITIGATION**

1 If a Party is served with a subpoena or a court order issued in other litigation that compels
2 disclosure of any information or items designated in this Action as "CONFIDENTIAL," that
3 Party must:

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

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

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

12 If the Designating Party timely seeks a protective order, the Party served with the subpoena
13 or court order shall not produce any information designated in this action as
14 "CONFIDENTIAL" before a determination by the court from which the subpoena or order
15 issued, unless the Party has obtained the Designating Party's permission. The Designating
16 Party shall bear the burden and expense of seeking protection in that court of its confidential
17 material and nothing in these provisions should be construed as authorizing or encouraging
18 a Receiving Party in this Action to disobey a lawful directive from another court.

19 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
20 PRODUCED IN THIS LITIGATION

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

26 (b) In the event that a Party is required, by a valid discovery request, to produce a
27 Non-Party's confidential information in its possession, and the Party is subject to
28

1 an agreement with the Non-Party not to produce the Non-Party's confidential
2 information, then the Party shall:

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

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

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

27 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED 28 MATERIAL

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

10 12. MISCELLANEOUS

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

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

18 12.3 Filing Protected Material. If any papers to be filed with the Court contain
19 information and/or documents that have been designated as "Confidential
20 Information," the proposed filing shall be accompanied by an application to file the
21 papers or the portion thereof containing the designated information or documents (if
22 such portion is segregable) under seal **pursuant to Local Rule 79-5.1 et seq.**; and
23 the application shall be directed to the judge to whom the papers are directed. For
24 motions, **pending the Court's ruling on the application to seal, the parties may**
25 ~~shall~~ publicly file a redacted version of the motion and supporting papers.

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27 The foregoing procedures do not apply to the use of CONFIDENTIAL INFORMATION
28 during trial. The Parties agree to meet-and-confer in advance of the final pretrial

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conference to discuss the use of CONFIDENTIAL INFORMATION at trial in a manner acceptable to the Parties and the Court.

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

13. FINAL DISPOSITION

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

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1 14. Any violation of this Order may be punished by any and all appropriate measures
2 including, without limitation, contempt proceedings and/or monetary sanctions.
3

4 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

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6
7 DATED: February 23, 2018

CENTER FOR DISABILITY ACCESS

8
9 By: /s/ Sara N. Gunderson
10 SARA N. GUNDERSON
11 Attorneys for Plaintiff

12 DATED: February 23, 2018
13 LLP

SHEPPARD, MULLIN, RICHTER & HAMPTON

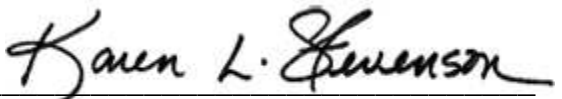
14
15 By: ___/s/ Michael J. Chilleen

16 MICHAEL J. CHILLEEN

17 Attorneys for Defendant
18
19

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

21 DATED: March 1, 2018
22

23
24 By: 

25 KAREN L. STEVENSON

26 United States District/Magistrate Judge
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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I have
read in its entirety and understand the Stipulated Protective Order that was issued by the
United States District Court for the Central District of California on [date] in the case of
_____ **[insert formal name of the case and the number and initials assigned to
it by the court]**. 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.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____