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13 **UNITED STATES DISTRICT COURT**
 14 **CENTRAL DISTRICT OF CALIFORNIA**

15
 16 ARKANSAS TEACHER RETIREMENT
 SYSTEM and JOHN A. PROKOP,
 17 Individually and on Behalf of All Others
 18 Similarly Situated,

19 Plaintiffs,

20 v.

21 OSI SYSTEMS, INC., DEEPAK
 22 CHOPRA, ALAN EDRICK, and AJAY
 MEHRA

23 Defendants.
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 25
 26
 27
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Case No.: 2:17-cv-08841-FMO-SK

CLASS ACTION

**STIPULATED PROTECTIVE
 ORDER**

[Discovery Document: Referred to
 Magistrate Judge Steven Kim]

1 Pursuant to Federal Rule of Civil Procedure 26(c), the parties to this Action
2 respectfully request that the Court issue this Protective Order to protect the
3 confidentiality of nonpublic and competitively-sensitive information that may need
4 to be disclosed in connection with discovery in this case, and to guard against the
5 waiver of attorney-client privilege and work product protection pursuant to Federal
6 Rule of Evidence 502(d). The parties by and through their counsel hereby stipulate
7 to the following terms governing the pre-trial phase of this action.

8 **I. PURPOSE AND LIMITS OF THIS ORDER**

9 Discovery in this Action is likely to involve confidential, proprietary, or
10 private information requiring special protection from public disclosure and from use
11 for any purpose other than this litigation. Thus, the parties hereby stipulate to and
12 petition the Court to enter the following Stipulated Protective Order (the “Order”).
13 The parties acknowledge that this Order does not confer blanket protections on all
14 disclosures or responses to discovery, and the protection it gives from public
15 disclosure and use extends only to the specific material entitled to confidential
16 treatment under the applicable legal principles. The parties further acknowledge, as
17 set forth in Section XIV below (FILING UNDER SEAL), that this Stipulated
18 Protective Order does not entitle them to file confidential information under seal;
19 Civil Local Rule 79-5 sets forth the procedures that must be followed and the
20 standards that will be applied when a Party seeks permission from the court to file
21 material under seal.

22 **II. GOOD CAUSE STATEMENT**

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

17 **III. DEFINITIONS**

18 1. Action: This lawsuit, captioned *Arkansas Teacher Retirement System*
19 *et al v. OSI Systems, Inc. et al*, Case No. 2:17-cv-08841-FMO-SK (C.D. Cal.).

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

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

26 4. Counsel: Outside Counsel of Record and In-House Counsel (as well as
27 their support staff or vendors to whom disclosure is reasonably necessary).

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1 5. Designating Party: a Party or Non-Party that designates information or
2 items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

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

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

11 8. “HIGHLY CONFIDENTIAL” Information or Items: a supplemental
12 designation to “CONFIDENTIAL” Information or Items, the disclosure of which
13 the Producing Party reasonably and in good faith believes could seriously harm the
14 competitive position of the Producing Party, such as, by way of illustrative example,
15 current business plans, highly sensitive financial information, confidential
16 regulatory submissions, or highly proprietary technical know-how or trade secrets.
17 Any information that is derived from HIGHLY CONFIDENTIAL information also
18 constitutes HIGHLY CONFIDENTIAL information to the extent the derived
19 information embodies, contains, or discloses any HIGHLY CONFIDENTIAL
20 information.

21 9. In-House Counsel: attorneys who are employees of a Party to this
22 Action. In-House Counsel does not include Outside Counsel of Record or any other
23 outside counsel.

24 10. Non-Party: any natural person, partnership, corporation, association, or
25 other legal entity not named as a Party to this action.

26 11. Outside Counsel of Record: attorneys who are not employees of a Party
27 to this Action but are retained to represent or advise a Party to this Action and have
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1 appeared in this Action on behalf of that Party or are affiliated with a law firm which
2 has appeared on behalf of that Party, including their support staff or vendors.

3 12. Party: any party to this Action, including all of its officers, directors,
4 employees, consultants, Experts, and Outside Counsel of Record (and their support
5 staffs).

6 13. Producing Party: a Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 14. Professional Vendors: persons or entities that provide litigation support
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)
11 and their employees and subcontractors.

12 15. Protected Material: any Disclosure or Discovery Material that is
13 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

14 16. Receiving Party: a Party that receives Disclosure or Discovery Material
15 from a Producing Party.

16 **IV. SCOPE**

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

22 Any use of Protected Material at trial shall be governed by the orders of the
23 trial judge. This Order does not govern the use of Protected Material at trial and the
24 Parties reserve all rights to move to unseal or de-designate Protected Material during
25 the course of the litigation.

26 **V. DURATION**

27 The obligations described in this Order shall survive the termination or final
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1 disposition of this Action. Within ninety days after the final disposition of this
2 Action, each Party shall return all Protected Material to the designator or destroy
3 such material, including all copies, abstracts, compilations, summaries, and any
4 other format reproducing or capturing any designated material. Upon written request
5 of the Producing Party, the Receiving Party will certify that the Protected Material
6 was returned or destroyed and will affirm that the Receiving Party has exercised best
7 efforts not to retain any copies, abstracts, compilations, summaries, or any other
8 format reproducing or capturing any of the Protected Material. This provision shall
9 not prevent Counsel from retaining copies of all pleadings, motion papers, trial,
10 deposition, and hearing transcripts, legal memoranda, correspondence including
11 email, deposition and trial exhibits, expert reports, attorney work product, and
12 consultant and expert work product, even if such materials contain, or attach thereto,
13 Protected Material. Any such retained copies remain subject to this Order.

14 **VI. DESIGNATING PROTECTED MATERIAL**

15 1. Exercise of Restraint and Care in Designating Material for Protection.

16 Each Party or Non-Party that designates information or items for protection
17 under this Order must take care to limit any such designation to specific material
18 that qualifies under the appropriate standards. To the extent practicable, the
19 Designating Party must designate for protection only those parts of material,
20 documents, items, or oral or written communications that qualify so that other
21 portions of the material, documents, items, or communications for which protection
22 is not warranted are not swept unjustifiably within the ambit of this Order.

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

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

4 2. Manner and Timing of Designations. Except as otherwise provided in
5 this Order (*see, e.g.*, section VIII.2 below), or as otherwise stipulated or ordered,
6 Disclosure or Discovery Material that qualifies for protection under this Order must
7 be clearly so designated before the material is disclosed or produced. Designation
8 in conformity with this Order requires the following:

9 (a) For information in documentary form (e.g., paper or electronic
10 documents, but excluding transcripts of depositions or other pretrial or trial
11 proceedings), that the Producing Party affix the legend “CONFIDENTIAL”
12 (“CONFIDENTIAL Legend”) or the legend “HIGHLY CONFIDENTIAL”
13 (“HIGHLY CONFIDENTIAL Legend”), to each page that contains protected
14 material. If only a portion or portions of the material on a page qualifies for
15 protection, the Producing Party also must clearly identify the protected portion(s)
16 (e.g., by making appropriate markings in the margins) to the extent practicable.

17 A Party or Non-Party that makes original documents available for inspection
18 need not designate them for protection until after the inspecting Party has indicated
19 which documents it would like copied and produced. During the inspection and
20 before the designation, all of the material made available for inspection shall be
21 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
22 documents it wants copied and produced, the Producing Party must determine which
23 documents, or portions thereof, qualify for protection under this Order. Then, before
24 producing the specified documents, the Producing Party must affix the
25 “CONFIDENTIAL Legend” or the “HIGHLY CONFIDENTIAL Legend” to each
26 page that contains Protected Material. To the extent practicable, if only a portion or
27 portions of the material on a page qualifies for protection, the Producing Party also

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1 must clearly identify the protected portion(s) (e.g., by making appropriate markings
2 in the margins).

3 (b) For deposition testimony, Parties shall give advance notice if they
4 expect a deposition or other proceeding to include Protected Material so that the
5 other Parties can ensure that only authorized individuals are present at those
6 proceedings when such material is disclosed or used. The use of a document as an
7 exhibit at a deposition shall not in any way affect its designation. Transcripts
8 containing Protected Material shall have a legend on the title page noting the
9 presence of Protected Material, and the title page shall be followed by a list of all
10 pages (including line numbers as appropriate) that have been designated, and the
11 level of protection being asserted. The Designating Party shall inform the court
12 reporter of these requirements. Any transcript that is prepared before the expiration
13 of the thirty-day period for designation shall be treated during that period as if it had
14 been designated HIGHLY CONFIDENTIAL unless otherwise agreed. After the
15 expiration of the thirty-day period, the transcript shall be treated only as actually
16 designated.

17 (c) For information produced in some form other than documentary and
18 for any other tangible items, including in native format, the Producing Party shall
19 affix in a prominent place on the exterior of the container(s) or filename in which
20 the information is stored the legend “CONFIDENTIAL” or “HIGHLY
21 CONFIDENTIAL.” If only a portion or portions of the information warrants
22 protection, the Producing Party, to the extent practicable, shall identify the protected
23 portion(s).

24 3. Inadvertent Failures to Designate. If timely corrected, an inadvertent
25 failure to designate qualified information or items does not waive the Designating
26 Party’s right to secure protection under this Order for such material. Upon timely
27 correction of a designation, the Receiving Party must make reasonable efforts to
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1 assure that the material is treated in accordance with the provisions of this Order. To
2 the extent the material has already been publicly filed with the Court, the
3 Designating Party shall be responsible for seeking to seal the material.

4 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5 1. Timing of Challenges. Any Party or Non-Party may challenge a
6 designation of confidentiality at any time that is consistent with the Court's
7 scheduling order.

8 2. Meet and Confer. The Challenging Party shall initiate the dispute
9 resolution process under Local Rule 37.1 et seq.

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

17 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

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

25 Protected Material must be stored and maintained by a Receiving Party at a
26 location and in a secure manner that ensures that access is limited to the persons
27 authorized under this Order. Nothing in this Order shall be interpreted to prohibit or
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1 prevent the Producing Party from using or discussing its own CONFIDENTIAL OR
2 HIGHLY CONFIDENTIAL material in any way it sees fit or to so use or discuss
3 that material for any reason. Any such use or discussion of Protected Material shall
4 not be deemed a waiver of the terms of the Order. If a Receiving Party or any of its
5 representatives, including Counsel, inadvertently discloses any Protected Material
6 to persons who are not authorized to use or possess such material or has actual
7 knowledge that Protected Material is being used or possessed by a person not
8 authorized to use or possess that material, regardless of how the material was
9 disclosed or obtained by such person, the Receiving Party shall provide immediate
10 written notice of the unauthorized use or possession to the Designating Party or Non-
11 Party whose material is being used or possessed. The Receiving Party also shall
12 follow the requirements in Section XII below.

13 2. Disclosure of CONFIDENTIAL Information or Items. Unless
14 otherwise ordered by the Court or permitted in writing by the Designating Party, a
15 Receiving Party may disclose any material designated CONFIDENTIAL only to:

16 (a) The Receiving Party's Outside Counsel of Record in this Action
17 and employees of said Outside Counsel of Record to whom disclosure is reasonably
18 necessary for this Action;

19 (b) The officers, directors, and employees (including In-House
20 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
21 Action, and who have signed the Agreement to Be Bound (Exhibit A);

22 (c) Experts, consultants, or advisors (as defined in this Order) of the
23 Receiving Party to whom disclosure is reasonably necessary for this Action, and
24 who have signed the Agreement to Be Bound (Exhibit A);

25 (d) The Court and its personnel;

26 (e) Outside court reporters and their staff, and persons or entities that
27 provide litigation support services such as photocopying, videotaping, translating,
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1 preparing exhibits or demonstrations, organizing, storing, retrieving data in any form
2 or medium etc., and to whom disclosure is reasonably necessary for this Action;

3 (f) Professional jury or trial consultants, mock jurors, and
4 Professional Vendors to whom disclosure is reasonably necessary for this Action,
5 and who have signed the Agreement to Be Bound (Exhibit A);

6 (g) The author or recipient of a document containing the material, or
7 a custodian or other person who otherwise possessed or knew the information;

8 (h) Any mediator or settlement officer, and their supporting
9 personnel, mutually agreed upon by any of the parties engaged in settlement
10 discussions, or that the Court appoints; and

11 (i) During their depositions, witnesses, and attorneys for witnesses,
12 in the Action to whom disclosure is reasonably necessary, provided that if the
13 witness is not a current employee of Defendant OSI and does not fall into any of the
14 categories (a) to (h) above, then the deposing Party shall request that the witness sign
15 the Agreement to Be Bound (attached as Exhibit A hereto) before being shown
16 material designated CONFIDENTIAL. Unless otherwise agreed by the Designating
17 Party or ordered by the Court, a witness who refuses to sign the Agreement to Be
18 Bound (Exhibit A) will not be permitted to (i) keep or copy any CONFIDENTIAL
19 information; or (ii) take any notes during the course of the deposition (including, but
20 not limited to, during any breaks taken during the deposition). Pages of transcribed
21 deposition testimony or exhibits to depositions that reveal Protected Material may
22 be separately bound by the court reporter and may not be disclosed to anyone except
23 as permitted under this Stipulated Protective Order.

24 3. Disclosure of HIGHLY CONFIDENTIAL Information or Items.

25 Unless permitted in writing by the Designating Party, a Receiving Party may
26 disclose material designated HIGHLY CONFIDENTIAL without further approval
27 only to:
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1 (a) The Receiving Party's Outside Counsel of Record in this Action
2 and employees of Outside Counsel of record to whom it is reasonably necessary to
3 disclose the information for this Action;

4 (b) In-House Counsel and their associated paralegals, legal
5 assistants, and other staff members who have signed the Agreement to Be Bound
6 (Exhibit A);

7 (c) The Court and its personnel;

8 (d) Outside court reporters and their staff, and persons or entities that
9 provide litigation support services such as photocopying, videotaping, translating,
10 preparing exhibits or demonstrations, organizing, storing, retrieving data in any form
11 or medium etc., and to whom disclosure is reasonably necessary;

12 (e) Professional jury or trial consultants, and professional vendors to
13 whom disclosure is reasonably necessary for this Action, and who have signed the
14 Agreement to Be Bound (Exhibit A);

15 (f) The author or recipient of a document containing the material, a
16 custodian or other person who otherwise possessed or knew the information;

17 (g) Any mediator or settlement officer, and their supporting
18 personnel, mutually agreed upon by any of the parties engaged in settlement
19 discussions, or that the Court appoints; and

20 (h) Experts (as defined in this Order) of the Receiving Party to whom
21 disclosure is reasonably necessary for this Action, and who have signed the
22 Agreement to Be Bound (Exhibit A).

23 (i) During their depositions, witnesses, and attorneys for witnesses,
24 in the Action who have signed the Agreement to Be Bound (attached as Exhibit A
25 hereto). Pages of transcribed deposition testimony or exhibits to depositions that
26 reveal Protected Material may be separately bound by the court reporter and may not
27 be disclosed to anyone except as permitted under this Stipulated Protective Order.
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1 4. Procedures for Approving or Objecting to Disclosure of HIGHLY
2 CONFIDENTIAL Material to persons not already authorized by this Stipulated
3 Protective Order. Unless agreed to in writing by the Designating Party:

4 (a) A Party seeking to disclose any material designated HIGHLY
5 CONFIDENTIAL to any person not already authorized by the terms of this
6 Stipulated Protective Order must first make a written request to the Designating
7 Party providing the full name of the person or persons, and such person's current
8 and reasonably foreseeable future primary job duties and responsibilities in
9 sufficient detail to determine present or potential involvement in any competitive
10 decision-making.

11 (b) A Party that makes a request pursuant to paragraph 4(a) may
12 disclose the Protected Material to the identified person(s) unless, within three
13 business days of delivering the request, the Party receives a written objection from
14 the Designating Party providing detailed grounds for the objection.

15 5. All challenges to objections from the Designating Party shall proceed
16 under L.R. 37-1 through L.R. 37-4.

17 **IX. AMENDMENT OF THE STIPULATED PROTECTIVE ORDER**

18 Nothing in this Stipulated Protective Order abridges the right of any person to
19 seek its modification by the Court in the future, or to object to or seek further
20 limitations on discovery that it believes to be otherwise improper or seek further or
21 different relief from the Court.

22 **X. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
23 **PRODUCED IN OTHER LITIGATION**

24 1. Subpoenas and Court Orders. This Order in no way excuses
25 noncompliance with a lawful subpoena or court order. The purpose of the duties
26 described in this section is to alert the interested parties to the existence of this Order
27 and to give the Designating Party an opportunity to protect its confidentiality
28 interests in the court where the subpoena or order issued.

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

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

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

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

13 3. Wait For Resolution of Protective Order. If the Designating Party
14 timely seeks a protective order, the Party served with the subpoena or court order
15 shall not produce any information designated in this Action as CONFIDENTIAL or
16 HIGHLY CONFIDENTIAL before a determination by the court where the subpoena
17 or order issued, unless the Party has obtained the Designating Party's permission.
18 The Designating Party shall bear the burden and expense of seeking protection of its
19 confidential material in that court.

20 **XI. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
21 **PRODUCED IN THIS LITIGATION**

22 (a) The terms of this Order are applicable to information produced by a Non-
23 Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
24 CONFIDENTIAL." Such information produced by Non-Parties in connection with
25 this Action is protected by the remedies and relief provided by this Order. Nothing
26 in these provisions should be construed as prohibiting a Non-Party from seeking
27 additional protections.
28

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

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

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

11 (3) promptly make the information requested available for inspection
12 by the Non-Party, if requested.

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

21 **XII. UNAUTHORIZED DISCLOSURE OF PROTECTED**
22 **MATERIAL**

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

1 use reasonable efforts to have such person or persons execute the Agreement to Be
2 Bound (Exhibit A).

3 **XIII. INADVERTENT PRODUCTION OF PRIVILEGED OR**
4 **OTHERWISE PROTECTED MATERIAL**

5 The inadvertent production of documents or information protected by the
6 attorney-client privilege, the work-product doctrine, or any other privilege or
7 protection shall not, standing alone, constitute a waiver of any such privilege, work
8 product, or other protection in this Action or in any other federal or state proceeding,
9 provided that the Producing Party complies with the provisions of Rule 502(b) of
10 the Federal Rules of Evidence. If a Producing Party learns that it has inadvertently
11 produced or revealed information that is protected by the attorney-client privilege,
12 work-product doctrine, or any other privilege or protection, it shall promptly advise
13 the Receiving Party and explain the basis for the claim. When a Producing Party
14 gives notice that certain produced material is subject to a claim of privilege or other
15 protection, the Receiving Party or Parties must (i) promptly return, sequester, or
16 destroy the specified information and any copies it has, (ii) not use or disclose the
17 information until the claim of privilege or protection is resolved, and (iii) take
18 reasonable steps to retrieve the information if the Party disclosed it before being
19 notified of the claim of privilege or protection. The Receiving Party may promptly
20 present the information to the court under seal for a determination of the privilege
21 or protection claim. This provision is not intended to modify whatever procedure
22 may be established in an e-discovery order that provides for production without prior
23 privilege review pursuant to Federal Rule of Evidence 502(d) and (e).

24 **XIV. FILING UNDER SEAL**

25 Without written permission from the Designating Party or a Court order, a
26 Party may not file in the public record in this Action any Protected Material. A Party
27 seeking to file under seal any Protected Material must comply with Civil Local Rule
28 79-5, as clarified below. Filings may be made under seal only pursuant to a court

1 order authorizing the sealing of the specific material at issue. The fact that a
2 document has been designated under this Order is insufficient to justify filing under
3 seal. Instead, the Party must explain the basis for confidentiality of the documents
4 sought to be filed under seal. Because a Party other than the Designating Party will
5 often be seeking to file Protected Information and may not be aware of the
6 Designating Party's specific basis for its confidentiality designations, the Receiving
7 Party's request to file Protected Material need only cite the Designating Party's
8 stated basis for confidential treatment, and cooperation between the Parties in
9 preparing, and in reducing the number and extent of, requests for under seal filing is
10 essential. Following the Receiving Party's filed request to seal, the Designating
11 Party must follow the procedures outlined in Local Rule 79-5.2.2. If a ***Receiving***
12 ***Party's*** request to file Protected Material under seal pursuant to L.R. 79-5.1 is denied
13 by the Court, then the Receiving Party ***may file the material in the public record***
14 unless (1) ***the Designating Party*** seeks reconsideration within four days of the
15 denial, or (2) as otherwise instructed by the Court.

16 **XV. MISCELLANEOUS**

17 1. Right to Further Relief. Nothing in this Order abridges the right of any
18 person to seek its modification by the Court in the future.

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

24 **XVI. FINAL DISPOSITION**

25 The obligations described in this Order shall survive the termination or final
26 disposition of this Action. Within 90 days after the final disposition of this action,
27 each Party shall return all Protected Material to the Designating Party or destroy
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1 such material. Upon written request of the Producing Party, the Receiving Party will
2 certify that the Protected Material was returned or destroyed and will affirm that the
3 Receiving Party has exercised best efforts not to retain any copies, abstracts,
4 compilations, summaries, or any other format reproducing or capturing any of the
5 Protected Material. This provision shall not prevent Counsel from retaining copies
6 of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
7 memoranda, correspondence including email, deposition and trial exhibits, expert
8 reports, attorney work product, and consultant and expert work product, even if such
9 materials contain, or attach thereto, Protected Material. Any such archival copies
10 remain subject to this Stipulated Protective Order.

11
12 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

13
14
15 Dated: June 15, 2021

LATHAM & WATKINS LLP

16 By: /s/ Peter A. Wald
Peter A. Wald

17
18 *Attorneys for Defendants*
19 *OSI Systems, Inc., Deepak Chopra,*
Alan Edrick, and Ajay Mehra

20
21 Dated: June 15, 2021

KESSLER TOPAZ MELTZER
CHECK LLP

22 By: /s/ Eli R. Greenstein
23 Eli R. Greenstein

24
25 *Attorneys for Lead Plaintiff*
26 *Arkansas Teacher Retirement System*
27 *and Plaintiff John A. Prokop and Lead*
28 *Counsel for the Putative Class*

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ATTESTATION

Pursuant to Local Rule 5-4.3.4(a)(2), I hereby attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized this filing.

Dated: June 15, 2021

LATHAM & WATKINS LLP

By: /s/ Peter A. Wald
Peter A. Wald

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ORDER

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: June 16, 2021



THE HONORABLE STEVE KIM
United States 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 this Stipulated Protective Order that was issued by the
United States District Court for the Central District of California on _____ [date] in
the case of *Arkansas Teacher Retirement System et al v. OSI Systems, Inc. et al*, Case
No. 2:17-cv-08841-FMO-SK. 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 for 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 this Order.

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____
[printed name]

Signature: _____
[signature]