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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

HALEY CAMILE FREEDMAN,  
  
Plaintiff,  
  
v.  
  
RYDE STUDIOS, LLC dba RYDE  
STUDIO and dba KAT&BARE, a  
California limited liability company;  
NICOLAS GIBBS, an individual;  
RICHARD D’ALESSIO, an  
individual; BECKY TAHEL  
BORDO, an individual; and DOES 1  
through 10,  
  
Defendant.

Case No. 2:18-cv-01913-JVS (GJSx)  
  
STIPULATED PROTECTIVE  
ORDER  
  
Hon. James V. Selna  
Presiding Judge  
  
Hon. Gail J. Standish  
Magistrate Judge  
  
Action Filed: March 7, 2018  
Discovery Cutoff: March 4, 2019  
  
Trial Date: Sept. 10, 2019

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends

1 only to the limited information or items that are entitled to confidential treatment  
2 under the applicable legal principles.

### 3 B. GOOD CAUSE STATEMENT

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

### 25 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

26 The parties further acknowledge, as set forth in Section 12.3, below, that this  
27 Stipulated Protective Order does not entitle them to file confidential information  
28 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed

1 and the standards that will be applied when a party seeks permission from the court  
2 to file material under seal.

3 There is a strong presumption that the public has a right of access to judicial  
4 proceedings and records in civil cases. In connection with non-dispositive motions,  
5 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
6 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
7 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics,*  
8 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
9 require good cause showing), and a specific showing of good cause or compelling  
10 reasons with proper evidentiary support and legal justification, must be made with  
11 respect to Protected Material that a party seeks to file under seal. The parties' mere  
12 designation of Disclosure or Discovery Material as "CONFIDENTIAL" or  
13 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" does not—without  
14 the submission of competent evidence by declaration, establishing that the material  
15 sought to be filed under seal qualifies as confidential, privileged, or otherwise  
16 protectable—constitute good cause.

17 Further, if a party requests sealing related to a dispositive motion or trial, then  
18 compelling reasons, not only good cause, for the sealing must be shown, and the  
19 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
20 *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For  
21 each item or type of information, document, or thing sought to be filed or introduced  
22 under seal in connection with a dispositive motion or trial, the party seeking  
23 protection must articulate compelling reasons, supported by specific facts and legal  
24 justification, for the requested sealing order. Again, competent evidence supporting  
25 the application to file documents under seal must be provided by declaration.

26 Any document that is not confidential, privileged, or otherwise protectable in  
27 its entirety will not be filed under seal if the confidential portions can be redacted.  
28 If documents can be redacted, then a redacted version for public viewing, omitting

1 only the confidential, privileged, or otherwise protectable portions of the document,  
2 shall be filed. Any application that seeks to file documents under seal in their  
3 entirety should include an explanation of why redaction is not feasible.

4 2. DEFINITIONS

5 2.1 Action: this pending federal lawsuit.

6 2.2 Challenging Party: a Party or Non-Party that challenges the  
7 designation of information or items under this Order.

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

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

14 2.5 Designating Party: a Party or Non-Party that designates information or  
15 items that it produces in disclosures or in responses to discovery as  
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
17 ONLY.”

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

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

25 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
26 Information or Items: extremely sensitive “Confidential Information or Items,”  
27 disclosure of which to another Party or Non-Party would create a substantial risk of  
28 serious harm that could not be avoided by less restrictive means.

1           2.9 House Counsel: attorneys who are employees of a party to this Action.  
2 House Counsel does not include Outside Counsel of Record or any other outside  
3 counsel.

4           2.10 Non-Party: any natural person, partnership, corporation, association or  
5 other legal entity not named as a Party to this action.

6           2.11 Outside Counsel of Record: attorneys who are not employees of a  
7 party to this Action but are retained to represent or advise a party to this Action and  
8 have appeared in this Action on behalf of that party or are affiliated with a law firm  
9 that has appeared on behalf of that party, and includes support staff.

10          2.12 Party: any party to this Action, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and their  
12 support staffs).

13          2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
14 Discovery Material in this Action.

15          2.14 Professional Vendors: persons or entities that provide litigation  
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
18 and their employees and subcontractors.

19          2.15 Protected Material: any Disclosure or Discovery Material that is  
20 designated as “CONFIDENTIAL” OR “HIGHLY CONFIDENTIAL –  
21 ATTORNEYS’ EYES ONLY.”

22          2.16 Receiving Party: a Party that receives Disclosure or Discovery  
23 Material from a Producing Party.

24        3. SCOPE

25           The protections conferred by this Stipulation and Order cover not only  
26 Protected Material (as defined above), but also (1) any information copied or  
27 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
28

1 compilations of Protected Material; and (3) any testimony, conversations, or  
2 presentations by Parties or their Counsel that might reveal Protected Material.

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

#### 5 4. DURATION

6 Once a case proceeds to trial, information that was designated as  
7 CONFIDENTIAL or maintained pursuant to this protective order used or introduced  
8 as an exhibit at trial becomes public and will be presumptively available to all  
9 members of the public, including the press, unless compelling reasons supported by  
10 specific factual findings to proceed otherwise are made to the trial judge in advance  
11 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”  
12 showing for sealing documents produced in discovery from “compelling reasons”  
13 standard when merits-related documents are part of court record). Accordingly, the  
14 terms of this protective order do not extend beyond the commencement of the trial.

#### 15 5. DESIGNATING PROTECTED MATERIAL

##### 16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic  
11 documents, but excluding transcripts of depositions or other pretrial or trial  
12 proceedings), that the Producing Party affix at a minimum, the legend  
13 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
14 ONLY" to each page that contains protected material. If only a portion of the  
15 material on a page qualifies for protection, the Producing Party also must clearly  
16 identify the protected portion(s) (e.g., by making appropriate markings in the  
17 margins).

18 A Party or Non-Party that makes original documents available for inspection  
19 need not designate them for protection until after the inspecting Party has indicated  
20 which documents it would like copied and produced. During the inspection and  
21 before the designation, all of the material made available for inspection shall be  
22 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
23 documents it wants copied and produced, the Producing Party must determine which  
24 documents, or portions thereof, qualify for protection under this Order. Then,  
25 before producing the specified documents, the Producing Party must affix the  
26 appropriate legend ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
27 ATTORNEYS' EYES ONLY") to each page that contains Protected Material. If  
28 only a portion of the material on a page qualifies for protection, the Producing Party

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

3 (b) for testimony given in depositions that the Designating Party identifies  
4 the Disclosure or Discovery Material on the record, before the close of the  
5 deposition all protected testimony.

6 (c) for information produced in some form other than documentary and  
7 for any other tangible items, that the Producing Party affix in a prominent place on  
8 the exterior of the container or containers in which the information is stored the  
9 legend “CONFIDENTIAL” OR “HIGHLY CONFIDENTIAL – ATTORNEYS’  
10 EYES ONLY.” If only a portion or portions of the information warrants protection,  
11 the Producing Party, to the extent practicable, shall identify the protected portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
13 failure to designate qualified information or items does not, standing alone, waive  
14 the Designating Party’s right to secure protection under this Order for such material.  
15 Upon timely correction of a designation, the Receiving Party must make reasonable  
16 efforts to assure that the material is treated in accordance with the provisions of this  
17 Order.

## 18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
23 resolution process under Local Rule 37.1 et seq.

24 6.3 The burden of persuasion in any such challenge proceeding shall be on  
25 the Designating Party. Frivolous challenges, and those made for an improper  
26 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
27 parties) may expose the Challenging Party to sanctions. Unless the Designating  
28 Party has waived or withdrawn the confidentiality designation, all parties shall



1 continue to afford the material in question the level of protection to which it is  
2 entitled under the Producing Party's designation until the Court rules on the  
3 challenge.

4  
5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

6 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
7 disclosed or produced by another Party or by a Non-Party in connection with this  
8 Action only for prosecuting, defending or attempting to settle this Action. Such  
9 Protected Material may be disclosed only to the categories of persons and under the  
10 conditions described in this Order. When the Action has been terminated, a  
11 Receiving Party must comply with the provisions of section 13 below (FINAL  
12 DISPOSITION).

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

16 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
17 otherwise ordered by the court or permitted in writing by the Designating Party, a  
18 Receiving Party may disclose any information or item designated  
19 "CONFIDENTIAL" only to:

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

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

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

28 (d) the court and its personnel;

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

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19 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES

20 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in

21 writing by the Designating Party, a Receiving Party may disclose any information or

22 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only

23 to:

- 24 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
- 25 employees of said Outside Counsel of Record to whom it is reasonably necessary to
- 26 disclose the information for this litigation and who have signed the
- 27 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
- 28 A;

1 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably  
2 necessary for this litigation, (2) who have signed the “Acknowledgment and  
3 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in  
4 paragraph 7.4(a)(2), below, have been followed;

5 (c) the court and its personnel;

6 (d) court reporters and their staff, professional jury or trial consultants, and  
7 Professional Vendors to whom disclosure is reasonably necessary for this litigation  
8 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
9 A); and

10 (e) the author or recipient of a document containing the information or a  
11 custodian or other person who otherwise possessed or knew the information.

12 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY  
13 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to House  
14 Counsel or Experts.

15 (a)(1) Unless otherwise ordered by the court or agreed to in writing by the  
16 Designating Party, a Party that seeks to disclose to House Counsel any information  
17 or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’  
18 EYES ONLY” pursuant to paragraph 7.3(b) first must make a written request to the  
19 Designating Party that (1) sets forth the full name of the House Counsel and the city  
20 and state of his or her residence, and (2) describes the House Counsel’s current and  
21 reasonably foreseeable future primary job duties and responsibilities in sufficient  
22 detail to determine if House Counsel is involved, or may become involved, in any  
23 competitive decision-making.

24 (a)(2) Unless otherwise ordered by the court or agreed to in writing by the  
25 Designating Party, a Party that seeks to disclose to an Expert (as defined in this  
26 Order) any information or item that has been designated “HIGHLY  
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” [Optional: or “HIGHLY  
28 CONFIDENTIAL – SOURCE CODE”] pursuant to paragraph 7.3(c) first must

1 make a written request to the Designating Party that (1) identifies the general  
2 categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
3 [Optional: or “HIGHLY CONFIDENTIAL – SOURCE CODE”] information that  
4 the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full  
5 name of the Expert and the city and state of his or her primary residence, (3)  
6 attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current  
7 employer(s), (5) identifies each person or entity from whom the Expert has received  
8 compensation or funding for work in his or her areas of expertise or to whom the  
9 expert has provided professional services, including in connection with a litigation,  
10 at any time during the preceding five years, and (6) identifies (by name and number  
11 of the case, filing date, and location of court) any litigation in connection with which  
12 the Expert has offered expert testimony, including through a declaration, report, or  
13 testimony at a deposition or trial, during the preceding five years.

14 (b) A Party that makes a request and provides the information specified in the  
15 preceding respective paragraphs may disclose the subject Protected Material to the  
16 identified House Counsel or Expert unless, within 14 days of delivering the request,  
17 the Party receives a written objection from the Designating Party. Any such  
18 objection must set forth in detail the grounds on which it is based.

19 (c) A Party that receives a timely written objection must meet and confer with  
20 the Designating Party (through direct voice to voice dialogue) to try to resolve the  
21 matter by agreement within seven days of the written objection. If no agreement is  
22 reached, the Party seeking to make the disclosure to House Counsel or the Expert  
23 may file a motion as provided in Local Civil Rule 7 (and in compliance with Local  
24 Civil Rule 79-5, if applicable) seeking permission from the court to do so. Any such  
25 motion must describe the circumstances with specificity, set forth in detail the  
26 reasons why the disclosure to House Counsel or the Expert is reasonably necessary,  
27 assess the risk of harm that the disclosure would entail, and suggest any additional  
28 means that could be used to reduce that risk. In addition, any such motion must be

1 accompanied by a competent declaration describing the parties' efforts to resolve  
2 the matter by agreement (i.e., the extent and the content of the meet and confer  
3 discussions) and setting forth the reasons advanced by the Designating Party for its  
4 refusal to approve the disclosure.

5 In any such proceeding, the Party opposing disclosure to House Counsel or  
6 the Expert shall bear the burden of proving that the risk of harm that the disclosure  
7 would entail (under the safeguards proposed) outweighs the Receiving Party's need  
8 to disclose the Protected Material to its House Counsel or Expert.

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

12 If a Party is served with a subpoena or a court order issued in other litigation  
13 that compels disclosure of any information or items designated in this Action as  
14 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
15 ONLY," that Party must:

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

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

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

24 If the Designating Party timely seeks a protective order, the Party served with  
25 the subpoena or court order shall not produce any information designated in this  
26 action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'  
27 EYES ONLY" before a determination by the court from which the subpoena or  
28 order issued, unless the Party has obtained the Designating Party's permission. The

1 Designating Party shall bear the burden and expense of seeking protection in that  
2 court of its confidential material and nothing in these provisions should be construed  
3 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
4 directive from another court.

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

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

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

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

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

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

25 (c) If the Non-Party fails to seek a protective order from this court within  
26 14 days of receiving the notice and accompanying information, the Receiving Party  
27 may produce the Non-Party's confidential information responsive to the discovery  
28 request. If the Non-Party timely seeks a protective order, the Receiving Party shall

1 not produce any information in its possession or control that is subject to the  
2 confidentiality agreement with the Non-Party before a determination by the court.  
3 Absent a court order to the contrary, the Non-Party shall bear the burden and  
4 expense of seeking protection in this court of its Protected Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

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

26 12. MISCELLANEOUS

27 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
28 person to seek its modification by the Court in the future.

1           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
2 Protective Order, no Party waives any right it otherwise would have to object to  
3 disclosing or producing any information or item on any ground not addressed in this  
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
5 ground to use in evidence of any of the material covered by this Protective Order.

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

12       13. FINAL DISPOSITION

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



1 constitute Protected Material remain subject to this Protective Order as set forth in  
2 Section 4 (DURATION).

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14. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

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

Dated: December 14, 2018

Edward M. Anderson, Esq.  
Regina Yeh, Esq.  
ANDERSON YEH PC

By: /s/ Edward M. Anderson  
Edward M. Anderson  
Attorneys for Plaintiff HALEY CAMILLE  
FREEDMAN

Dated: December 14, 2018

Amanda R. Washton  
Zachary Page, members of  
CONKLE, KREMER & ENGEL, PLC

By: /s/ Zachary Page  
Zachary Page  
Attorneys for Defendants RICHARD  
D'ALESSIO; NICOLAS GIBBS; BECKY  
TAHEL BORDO; and RYDE STUDIOS,  
LLC

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

DATED: January 7, 2019



\_\_\_\_\_  
GAIL J. STANDISH  
UNITED STATES DISTRICT JUDGE

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [print or type full name], of  
5 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
6 that I have read in its entirety and understand the Stipulated Protective Order that  
7 was issued by the United States District Court for the Central District of California  
8 on [date] in the case of \_\_\_\_\_ [**insert formal name of the case and the**  
9 **number and initials assigned to it by the court**]. I agree to comply with and to be  
10 bound by all the terms of this Stipulated Protective Order and I understand and  
11 acknowledge that failure to so comply could expose me to sanctions and punishment  
12 in the nature of contempt. I solemnly promise that I will not disclose in any manner  
13 any information or item that is subject to this Stipulated Protective Order to any  
14 person or entity except in strict compliance with the provisions of this Order.  
15 I further agree to submit to the jurisdiction of the United States District Court for the  
16 Central District of California for enforcing the terms of this Stipulated Protective  
17 Order, even if such enforcement proceedings occur after termination of this action.

18 I hereby appoint \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_ [print or type full address and  
20 telephone number] as my California agent for service of process in connection with  
21 this action or any proceedings related to enforcement of this Stipulated Protective  
22 Order.

23 Date: \_\_\_\_\_

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

25  
26 Printed name: \_\_\_\_\_

27  
28 Signature: \_\_\_\_\_