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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

13 ROBERT AGUILAR, et al.
 14
 15 Plaintiffs,
 16
 17 v.
 18 NATIONAL PRODUCTION
 19 WORKERS UNION SEVERANCE
 20 TRUST PLAN, et. al.,
 21
 22 Defendants.

Case No. 2:18-cv-03057-TJH-KS
 Assigned to Hon. Terry J. Hatter, Jr.

STIPULATED PROTECTIVE ORDER¹

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 (“Order”). The parties acknowledge

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Karen L. Stevenson’s Procedures.

1 that this Order does not confer blanket protections on all disclosures or responses to
2 discovery and that the protection it affords from public disclosure and use extends
3 only to the limited information or items that are entitled to confidential treatment
4 under the applicable legal principles. The parties further acknowledge, as set forth
5 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to
6 file confidential information under seal; Civil Local Rule 79-5 sets forth the
7 procedures that must be followed and the standards that will be applied when a
8 party seeks permission from the court to file material under seal.

9 B. GOOD CAUSE STATEMENT

10 This action is likely to involve valuable commercial, financial, technical,
11 proprietary, and/or personally identifying information for which special protection
12 from public disclosure and from use for any purpose other than prosecution of this
13 action is warranted. Such confidential and proprietary materials and information
14 consist of, among other things, confidential business or financial information,
15 information regarding confidential business practices, other confidential
16 commercial information, personally identifying information (including dates of
17 birth, addresses, social security numbers, phone numbers, account balances, and
18 information otherwise protected by the Health Insurance Portability and
19 Accountability Act of 1996 (“HIPAA”)), information implicating the privacy rights
20 of third parties, and/or information otherwise generally unavailable to the public or
21 which may be privileged or otherwise protected from disclosure under state or
22 federal statutes, court rules, case decisions, or common law. Accordingly, to
23 expedite the flow of information, to facilitate the prompt resolution of disputes over
24 confidentiality of discovery materials, to adequately protect information the parties
25 are entitled to keep confidential, to ensure that the parties are permitted reasonable
26 necessary uses of such material in preparation for and in the conduct of trial, to
27 address their handling at the end of the litigation, and serve the ends of justice, a
28 protective order for such information is justified in this matter. It is the intent of the

1 parties that information will not be designated as confidential for tactical reasons
2 and that nothing be so designated without a good faith belief that it has been
3 maintained in a confidential, non-public manner, and there is good cause why it
4 should not be part of the public record of this case.

5 2. DEFINITIONS

6 2.1 Action: *Aguilar, et al. v. National Production Workers Union*
7 *Severance Trust Plan, et al.*, Case No. 2:18-cv-03057-TJH-KS.

8 2.2 Challenging Party: a Party or Non-Party that challenges the
9 designation of information or items under this Order.

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

14 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
15 their support staff).

16 2.5 Designating Party: a Party or Non-Party that designates information or
17 items that it produces in disclosures or in responses to discovery as
18 “CONFIDENTIAL.”

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

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

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

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

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

7 2.11 Party: any party to this Action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and their
9 support staffs).

10 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
11 Discovery Material in this Action.

12 2.13 Professional Vendors: persons or entities that provide litigation
13 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)
15 and their employees and subcontractors.

16 2.14 Protected Material: any Disclosure or Discovery Material that is
17 designated as “CONFIDENTIAL.”

18 2.15 Receiving Party: a Party that receives Disclosure or Discovery
19 Material from a Producing Party.

20 3. SCOPE

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

26 Any use of Protected Material at trial shall be governed by the orders of the
27 trial judge. This Order does not govern the use of Protected Material at trial.
28

1 4. DURATION

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

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

27 5.2 Manner and Timing of Designations. Except as otherwise provided in
28 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise

1 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
2 under this Order must be clearly so designated before the material is disclosed or
3 produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic
6 documents, but excluding transcripts of depositions or other pretrial or trial
7 proceedings), that the Producing Party affix at a minimum, the legend
8 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
9 contains protected material.

10 A Party or Non-Party that makes original documents available for inspection
11 need not designate them for protection until after the inspecting Party has indicated
12 which documents it would like copied and produced. During the inspection and
13 before the designation, all of the material made available for inspection shall be
14 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
15 documents it wants copied and produced, the Producing Party must determine
16 which documents, or portions thereof, qualify for protection under this Order. Then,
17 before producing the specified documents, the Producing Party must affix the
18 “CONFIDENTIAL legend” to each page that contains Protected Material.

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

22 (c) for information produced in some form other than documentary
23 and for any other tangible items, that the Producing Party affix in a prominent place
24 on the exterior of the container or containers in which the information is stored the
25 legend “CONFIDENTIAL.” If only a portion or portions of the information
26 warrants protection, the Producing Party, to the extent practicable, shall identify the
27 protected portion(s).

28 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent

1 failure to designate qualified information or items does not, standing alone, waive
2 the Designating Party's right to secure protection under this Order for such
3 material. Upon timely correction of a designation, the Receiving Party must make
4 reasonable efforts to assure that the material is treated in accordance with the
5 provisions of this Order.

6 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
8 designation of confidentiality at any time that is consistent with the Court's
9 Scheduling Order.

10 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
11 resolution process under Local Civil Rule 37.1 *et seq.*

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

20 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

28 Protected Material must be stored and maintained by a Receiving Party at a

1 location and in a secure manner that ensures that access is limited to the persons
2 authorized under this Order.

3 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
4 otherwise ordered by the court or permitted in writing by the Designating Party, a
5 Receiving Party may disclose any information or item designated
6 “CONFIDENTIAL” only to:

7 (a) the Receiving Party and the Receiving Party’s Outside Counsel
8 of Record in this Action, as well as employees of said Outside Counsel of Record to
9 whom it is reasonably necessary to disclose the information for this Action;

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

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

16 (d) the court and its personnel;

17 (e) court reporters and their staff;

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

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

24 (h) during their depositions, witnesses, and attorneys for witnesses,
25 in the Action to whom disclosure is reasonably necessary provided that they will
26 not be permitted to keep any CONFIDENTIAL information unless they sign the
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
28 agreed by the Designating Party or ordered by the court. Pages of transcribed

1 deposition testimony or exhibits to depositions that reveal Protected Material may,
2 upon the request of the Designating Party, be separately bound by the court reporter
3 and may not be disclosed to anyone except as permitted under this Order; and

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

7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
8 IN OTHER LITIGATION

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

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

14 (b) promptly notify in writing the party who caused the subpoena or
15 order to issue in the other litigation that some or all of the material covered by the
16 subpoena or order is subject to this Order. Such notification shall include a copy of
17 this Order; and

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

20 If the Designating Party timely seeks a protective order, the Party served with
21 the subpoena or court order shall not produce any information designated in this
22 action as “CONFIDENTIAL” before a determination by the court from which the
23 subpoena or order issued, unless the Party has obtained the Designating Party’s
24 permission. The Designating Party shall bear the burden and expense of seeking
25 protection in that court of its confidential material and nothing in these provisions
26 should be construed as authorizing or encouraging a Receiving Party in this Action
27 to disobey a lawful directive from another court.
28

1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

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

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

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

15 (2) promptly provide the Non-Party with a copy of this Order
16 in this Action, the relevant discovery request(s), and a reasonably specific
17 description of the information requested; and

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

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

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

10 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
11 PROTECTED MATERIAL

12 When a Producing Party gives notice to Receiving Parties that certain
13 inadvertently produced material is subject to a claim of privilege or other
14 protection, the obligations of the Receiving Parties are those set forth in Federal
15 Rule of Civil Procedure 26(b)(5)(B).

16 12. MISCELLANEOUS

17 12.1 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 12.2 Right to Assert Other Objections. By stipulating to the entry of this
20 Order, no Party waives any right it otherwise would have to object to disclosing or
21 producing any information or item on any ground not addressed in this Order.
22 Similarly, no Party waives any right to object on any ground to use in evidence of
23 any of the material covered by this Order.

24 12.3 Filing Protected Material. A Party that seeks to file under seal any
25 Protected Material must comply with Local Civil Rule 79-5. Protected Material
26 may only be filed under seal pursuant to a court order authorizing the sealing of the
27 specific Protected Material at issue. If a Party’s request to file Protected Material
28 under seal is denied by the court, then the Receiving Party may file the information

1 in the public record unless otherwise instructed by the court.

2 13. FINAL DISPOSITION

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

21 14. VIOLATION

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

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

2
3 DATED: March 13, 2020

/s/ Nancy G. Ross

Nancy G. Ross (*pro hac vice*)
Andrew S. Rosenman (SBN 253764)
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Attorneys for Defendants

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17 DATED: March 13, 2020

/s/ Daniel R. Barth, Esq.

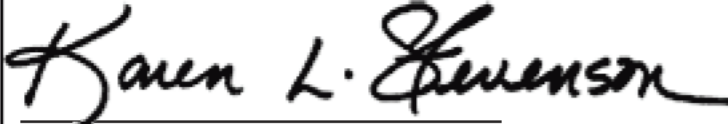
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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: March 19, 2020

A handwritten signature in black ink that reads "Karen L. Stevenson". The signature is written in a cursive style with a large initial "K".

HON. KAREN L. STEVENSON
United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3
4 I, _____, declare under penalty of perjury
5 that I have read in its entirety and understand the Stipulated Protective Order
6 (“Order”) that was issued by the United States District Court for the Central District
7 of California on _____, 2020 in the case of *Aguilar, et al. v. National*
8 *Production Workers Union Severance Trust Plan, et al.*, Case No. 2:18-cv-03057-
9 TJH-KS. I agree to comply with and to be bound by all the terms of this Order and
10 I understand and acknowledge that failure to so comply could expose me to
11 sanctions and punishment in the nature of contempt. I solemnly promise that I will
12 not disclose in any manner any information or item that is subject to this Order to
13 any person or entity except in strict compliance with the provisions of this Order. I
14 further agree to submit to the jurisdiction of the United States District Court for the
15 Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action.

18
19 Date: _____

20
21 City and State where sworn and signed: _____

22
23 Printed name: _____

24
25 Signature: _____