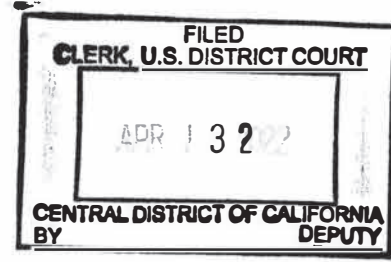


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11 UNITED STATES DISTRICT COURT  
 12 CENTRAL DISTRICT OF CALIFORNIA

13 BUCK G. WOODALL, a.k.a. Buck  
 14 Woodall, an individual,

15 Plaintiff,

16 v.

17 THE WALT DISNEY COMPANY, a  
 18 Delaware Corporation; et al.,

19 Defendants.

Case No.: 2:20-cv-03772-CBM-E

~~PROPOSED~~ PROTECTIVE ORDER

Judge: Hon. Consuelo Marshall  
 Magistrate Judge: Hon. Charles F. Eick

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting or defending this  
5 Action may be warranted. This Order does not confer blanket protections on all  
6 disclosures or responses to discovery. The protection it affords from public  
7 disclosure and use extends only to the limited information or items that are entitled  
8 to confidential treatment under the applicable legal principles. Further, as set forth  
9 in Section 12.3, below, this Protective Order does not entitle the parties to file  
10 confidential information under seal. Rather, when the parties seek permission from  
11 the court to file material under seal, the parties must comply with Civil Local Rule  
12 79-5, which sets forth the procedures that must be followed and the standards that  
13 will be applied when a party seeks permission from the court to file material under  
14 seal. In addition, any request to file material under seal must also comply with any  
15 pertinent orders of the assigned District Judge and Magistrate Judge.

16 B. GOOD CAUSE STATEMENT

17 This action is likely to involve trade secrets, financial information,  
18 commercially sensitive intellectual property and other valuable research,  
19 development, commercial, financial, technical and/or proprietary information for  
20 which special protection from public disclosure and from use for any purpose other  
21 than prosecution of this action is warranted. Such confidential and proprietary  
22 materials and information consist of, among other things, confidential business or  
23 financial information, information regarding confidential business practices,  
24 commercially sensitive intellectual property related to Walt Disney Animation  
25 Studios' motion picture *Moana*, commercially sensitive intellectual property  
26 related to Buck G. Woodall's animated film project *Bucky*, and other confidential  
27 research development, or commercial information (including information  
28

1 implicating privacy rights of third parties) information otherwise generally  
2 unavailable to the public, or which may be privileged or otherwise protected from  
3 disclosure under state or federal statutes, court rules, case decisions, or common  
4 law. Accordingly, to expedite the flow of information, to facilitate the prompt  
5 resolution of disputes over confidentiality of discovery materials, to adequately  
6 protect information the parties are entitled to keep confidential, to ensure that the  
7 parties are permitted reasonable necessary uses of such material in connection with  
8 this action, to address their handling of such material at the end of the Action, and  
9 to serve the ends of justice, a protective order for such information is justified in  
10 this matter. The parties shall not designate any information/documents as  
11 confidential without a good faith belief that such information/documents have been  
12 maintained in a confidential, non-public manner, and that there is good cause or a  
13 compelling reason why it should not be part of the public record of this case.

14 2. DEFINITIONS

15 2.1 Action: This instant action: *Buck G. Woodall v. The Walt Disney*  
16 *Company, et al.*, United States District Court for the Central District of California,  
17 Case No.: 2:20-cv-03772-CBM-E.

18 2.2 Challenging Party: a Party or Non-Party that challenges the  
19 designation of information or items under this Order.

20 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
21 how it is generated, stored or maintained) or tangible things that qualify for  
22 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
23 the Good Cause Statement.

24 2.4 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”  
25 Information or Items: extremely sensitive “CONFIDENTIAL” Information or  
26 Items, the disclosure of which to another Party or Non-Party would create a  
27 substantial risk of serious harm that could not be avoided by less restrictive means.  
28

1 Designation of material as “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
2 ONLY” shall be based on the designating party’s good faith belief that the  
3 information or documents are (a) protected by the attorney-client, attorney work  
4 product, or other applicable privilege related to the underlying claims asserted  
5 against the Defendants but have nonetheless been produced voluntarily, (b) contain  
6 trade secrets or other commercially sensitive information, (c) contain highly  
7 sensitive financial information whose public disclosure would work a clearly  
8 defined and very serious injury, or (d) contain confidential, proprietary, or  
9 commercially or personally sensitive information that the Designating Party has  
10 treated as confidential in the ordinary course of business; has not been disclosed  
11 publicly; and if disclosed to the other party or to a non-party would create a  
12 substantial risk of serious harm to the producing party that could not be avoided by  
13 less restrictive means and that, if not disclosed to the other party (but rather only to  
14 its counsel) would not prejudice that party’s ability to prosecute or defend against  
15 the claims alleged in the Action. Access to information or items designated  
16 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” is restricted to  
17 Counsel.

18       2.5 Counsel: Outside Counsel of Record and House Counsel (as well as  
19 their support staff).

20       2.6 Designating Party: a Party or Non-Party that designates information  
21 or items that it produces in disclosures or in responses to discovery as  
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
23 ONLY.”

24       2.7 Disclosure or Discovery Material: all items or information, regardless  
25 of the medium or manner in which it is generated, stored, or maintained (including,  
26 among other things, testimony, transcripts, and tangible things), that are produced  
27 or generated in disclosures or responses to discovery in this matter.

28

1           2.8 Expert: a person with specialized knowledge or experience in a  
2 matter pertinent to the Action who has been retained by a Party or its counsel to  
3 serve as an expert witness or as a consultant in this Action.

4           2.9 House Counsel: attorneys who are employees of a party to this  
5 Action. House Counsel does not include Outside Counsel of Record or any other  
6 outside counsel.

7           2.10 Non-Party: any natural person, partnership, corporation, association,  
8 or other legal entity not named as a Party to this action.

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

13           2.12 Party: any party to this Action, including all of its officers, directors,  
14 employees, consultants, retained experts, and Outside Counsel of Record (and their  
15 support staffs).

16           2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
17 Discovery Material in this Action.

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

22           2.15 Protected Material: any Disclosure or Discovery Material that is  
23 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --  
24 ATTORNEYS’ EYES ONLY.”

25           2.16 Receiving Party: a Party that receives Disclosure or Discovery  
26 Material from a Producing Party.

27  
28

1 3. SCOPE

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

7 Any use of Protected Material during a court hearing or at trial shall be  
8 governed by the orders of the presiding judge. This Order does not govern the use  
9 of Protected Material during a court hearing or at trial.

10 4. DURATION

11 4.1 Confidentiality Obligations. Even after final disposition of this  
12 Action, the confidentiality obligations imposed by this Order shall remain in effect  
13 unless a court order otherwise directs.

14 4.2 Final Disposition. Final disposition shall be deemed to be the later of  
15 (1) dismissal of all claims and defenses in this Action, with or without prejudice  
16 and (2) final judgment herein after the completion and exhaustion of all appeals,  
17 rehearings, remands, trials, or reviews of this Action, including the time limits for  
18 filing any motions or applications for extension of time pursuant to applicable law.

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

28

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

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

9 5.2 Manner and Timing of Designations. Except as otherwise provided in  
10 this Order (*see, e.g.*, second paragraph of Section 5.2(a) below), or as otherwise  
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
12 under this Order must be clearly so designated before the material is disclosed or  
13 produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (*e.g.*, paper or electronic  
16 documents, but excluding transcripts of depositions), that the Producing Party affix  
17 at a minimum, the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL --  
18 ATTORNEYS' EYES ONLY" to each page that contains protected material.

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

1 CONFIDENTIAL -- ATTORNEYS' EYES ONLY" legend to each page that  
2 contains Protected Material. If only a portion or portions of the material on a page  
3 qualifies for protection, the Producing Party also must clearly identify the  
4 protected portion(s) (e.g., by making appropriate markings in the margins).

5 (b) for testimony given in depositions, and exhibits introduced during  
6 depositions, that the Designating Party identifies on the record, (a) before the close  
7 of the deposition or (b) by written notice to all counsel of record within fourteen  
8 (14) days after the Party wishing to make the designation receives the deposition  
9 transcript, as protected testimony or exhibits. If no portions of the transcript are  
10 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL --  
11 ATTORNEYS' EYES ONLY" during the deposition or within fourteen (14) days  
12 of receiving the transcript, the transcript shall be considered not to contain any  
13 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES  
14 ONLY." Any designation of deposition testimony that is transcribed shall  
15 indicate the pages and lines containing Protected Material. If any deposition  
16 transcript or portion thereof, including exhibits, is designated as Protected  
17 Material, the reporter shall place the appropriate Confidentiality Legend on the  
18 original and each copy of the transcript, together with a statement identifying the  
19 pages of the deposition and/or the exhibits which are designated as Protected  
20 Material. The Designating Party shall inform the court reporter which sections are  
21 to be marked "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -  
22 ATTORNEYS" EYES ONLY" and shall convey to the reporter the appropriate  
23 Confidentiality Legend and format thereof. With regard to testimony designated  
24 during a deposition as "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES  
25 ONLY" under this Protective Order, the designating Party shall have the right to  
26 exclude from the deposition, or any portion thereof, before taking of the designated  
27 testimony, all persons except: the deponent and its outside counsel, outside counsel  
28



1 of record for the Parties, in-house counsel who have signed and provided to the  
2 other side the “Acknowledgment and Agreement to Be Bound” (Exhibit A attached  
3 hereto), the court reporter, and such other persons who are bound by this Protective  
4 Order and are authorized to have access to such information.

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

12 5.3 Documents or Writings Containing Information from Protected  
13 Materials. Copies or excerpts of information contained within, or summaries,  
14 notes or charts containing any information from, a document or thing designated as  
15 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
16 ONLY” shall also be treated respectively as “CONFIDENTIAL” or “HIGHLY  
17 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.”

18 5.4 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
19 failure to designate qualified information or items does not, standing alone, waive  
20 the Designating Party’s right to secure protection under this Order for such  
21 material. Upon timely correction of a designation as set forth in Section 11 below,  
22 the Receiving Party must make reasonable efforts to assure that the material is  
23 treated in accordance with the provisions of this Order.

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

28

1           6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
2 resolution process under Local Rule 37-1 et seq.

3           6.3 The burden of persuasion in any such challenge proceeding shall be  
4 on the Designating Party. Frivolous challenges, and those made for an improper  
5 purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other  
6 parties) may expose the Challenging Party to sanctions. Unless the Designating  
7 Party has waived or withdrawn the confidentiality designation, all parties shall  
8 continue to afford the material in question the level of protection to which it is  
9 entitled under the Designating Party’s designation until the Court rules on the  
10 challenge.

11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

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

28

1 (b) the parties to this Action including the officers, directors, and  
2 employees (including in-house counsel) of the Receiving Party to whom disclosure  
3 is reasonably necessary for this Action;

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

7 (d) the court and its personnel;

8 (e) private court reporters and their staff to whom disclosure is  
9 reasonably necessary for this Action and who have signed the “Acknowledgment  
10 and Agreement to Be Bound” (Exhibit A);

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

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

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

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

28

1           7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
2 ONLY” Information or Items. Unless otherwise ordered by the court or permitted  
3 in writing by the Designating Party, a Receiving Party may disclose any  
4 information or item designated “HIGHLY CONFIDENTIAL -- ATTORNEYS’  
5 EYES ONLY” only to:

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

9           (b) In-house counsel of the Receiving Party to whom disclosure is  
10 reasonably necessary for this Action and who have signed and provided to the  
11 other side the “Acknowledgment and Agreement to Be Bound” (Exhibit A attached  
12 hereto);

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

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

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

25           (h) any mediator or settlement officer, and their supporting personnel,  
26 mutually agreed upon by any of the parties engaged in settlement discussions.

27           For the sake of clarity, information or items designated as “HIGHLY  
28

1 CONFIDENTIAL -- ATTORNEYS' EYES ONLY" may not be disclosed to  
2 Mitchell Stein.

3 7.4 Restriction On Use Of Designated Materials. Information designated  
4 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES  
5 ONLY" shall be held in confidence by each person or entity to whom it is  
6 disclosed, shall be used by the recipient only for purposes of preparation and trial  
7 of this Action, for resolution of disputes between the Parties, and for no other  
8 purposes, and shall not be disclosed to any person or entity who is not entitled to  
9 receive such information under this Protective Order. All "CONFIDENTIAL" and  
10 "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY" information shall  
11 be carefully maintained so as to preclude access by persons or entities who are not  
12 entitled to receive such information.

13 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
14 IN OTHER LITIGATION

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

19 (a) promptly notify in writing the Designating Party. Such notification  
20 shall include a copy of the subpoena or court order unless prohibited by law;

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

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

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

1 with the subpoena or court order shall not produce any information designated in  
2 this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --  
3 ATTORNEYS’ EYES ONLY” before a determination by the court from which the  
4 subpoena or order issued, unless the Party has obtained the Designating Party’s  
5 permission, or unless otherwise required by the law or court order. If the  
6 Designating Party objects to the disclosure, the Receiving Party shall withhold  
7 production or disclosure of such protected information to the fullest extent  
8 permitted by law until any dispute relating to the production or disclosure of such  
9 protected information is resolved. If a Receiving Party has timely notified a  
10 Designating Party of a motion, discovery request, or subpoena as provided in this  
11 paragraph, the Receiving Party’s obligation to withhold production or disclosure  
12 does not include an obligation to affirmatively seek relief from a court or take  
13 other affirmative steps to protect the designated material. The Designating Party  
14 shall bear the burden and expense of seeking protection in that court of its  
15 confidential material and nothing in these provisions should be construed as  
16 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
17 directive from another court. Notwithstanding any provision in this Protective  
18 Order, any Receiving Party subject to an order of any court to disclose a Disclosing  
19 Party’s information designated pursuant to this Protective Order may comply with  
20 said court order.

21 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
22 PRODUCED IN THIS ACTION

23 (a) The terms of this Order are applicable to information produced  
24 by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
25 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.” Such information produced  
26 by Non-Parties in connection with this Action is protected by the remedies and  
27 relief provided by this Order. Nothing in these provisions should be construed as  
28

1 prohibiting a Non-Party from seeking additional protections.

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

6 (1) notify in writing the Requesting Party and the Non-Party within  
7 ten (10) calendar days of receiving the discovery request(s), that some or all of the  
8 information requested is subject to a confidentiality agreement with a Non-Party;

9 (2) provide the Non-Party with a copy of the Protective Order in this  
10 Action within ten (10) calendar days of receiving the discovery request(s), the  
11 relevant discovery request(s), and a reasonably specific description of the  
12 information requested; and

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

15 (c) If a Non-Party represented by counsel fails to commence the process  
16 called for by Local Rules 45-1 and 37-1, et seq. within ten (10) calendar days of  
17 receiving the notice and accompanying information or fails contemporaneously to  
18 notify the Receiving Party that it has done so, the Receiving Party may produce the  
19 Non-Party's confidential information responsive to the discovery request. If an  
20 unrepresented Non-Party fails to seek a protective order from this court within ten  
21 (10) calendar 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 unless otherwise required by the law or court order.  
27 Absent a court order to the contrary, the Non-Party shall bear the burden and  
28

1 expense of seeking protection in this court of its Protected Material.

2 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

13 11.1 Inadvertent Disclosure of Privileged Material to a Receiving Party.

14 If a Designating Party has inadvertently disclosed to a Receiving Party  
15 documents or information that it believes is privileged, such disclosure does not  
16 constitute a waiver of privilege or work product protection for those materials or  
17 the subject matter of those materials in this proceeding or in any other Federal or  
18 State proceedings involving the parties to this proceeding or third parties provided  
19 that promptly upon discovery of such disclosure the Designating Party notifies the  
20 Receiving Party that the inadvertently disclosed documents or information are  
21 privileged, identifies the grounds on which the assertion of privilege is based, and  
22 requests that the documents or information be returned. Upon receipt of such  
23 written notice, the Receiving Party will return or destroy the inadvertently  
24 produced documents or information and all copies thereof within ten (10) calendar  
25 days of receiving the written notice and request for return of such documents or  
26 information. The Receiving Party that returns inadvertently produced documents or  
27 information may thereafter seek production of any such documents or information,  
28



1 but may not assert waiver of privilege based on the inadvertent production request.

2 11.2 Obligations Under Federal Rules. When a Producing Party gives  
3 notice to Receiving Parties that certain inadvertently produced material is subject  
4 to a claim of privilege or other protection, the obligations of the Receiving Parties  
5 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision  
6 is not intended to modify whatever procedure may be established in an e-discovery  
7 order that provides for production without prior privilege review. Pursuant to  
8 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement  
9 on the effect of disclosure of a communication or information covered by the  
10 attorney-client privilege or work product protection, the parties may incorporate  
11 their agreement into this Stipulated Protective Order.

12 11.3 Inadvertent Disclosure to by a Receiving Party to Unauthorized  
13 Parties. If a Receiving Party learns that, by inadvertence or otherwise, it has  
14 disclosed protected material to any person or in any circumstance not authorized  
15 under this Protective Order, the Receiving Party must immediately (a) notify in  
16 writing the Designating Party of the unauthorized disclosures, (b) use its best  
17 efforts to retrieve all unauthorized copies of the protected material, (c) inform the  
18 person or persons to whom unauthorized disclosures were made of all the terms of  
19 this Protective Order, and (d) request such person or persons to execute the  
20 Declaration (Exhibit A).

21 12. AMENDMENTS AND EXCEPTIONS BY ORDER OF THE COURT

22 This Protective Order may be modified by further order of the Court, and is  
23 without prejudice to the rights of any Party, or any Non-Party subject to discovery  
24 in this action to move for relief from any of its provisions, or different or additional  
25 protection for any particular information, documents or things.

26 13. NOTICE

27 All notices required by this Protective Order are to be served by email and  
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1 on all counsel of record. The date by which a Party receiving a notice shall  
2 respond, or otherwise take action, shall be computed from the date the email was  
3 sent. Any of the notice requirements herein may be waived in whole or in part, but  
4 only in writing signed by an attorney for the Designating Party.

5 14. MISCELLANEOUS

6 14.1 Right to Further Relief. Nothing in this Order abridges the right of  
7 any person to seek its modification by the Court in the future.

8 14.2 Right to Assert Other Objections. By stipulating to the entry of this  
9 Stipulated Protective Order, no Party waives any right it otherwise would have to  
10 object to disclosing or producing any information or item on any ground not  
11 addressed in this Stipulated Protective Order. Similarly, no Party waives any right  
12 to object on any ground to use in evidence of any of the material covered by this  
13 Stipulated Protective Order.

14 14.3 Filing Protected Material. Without written permission from the  
15 Designating Party or a Court order secured after appropriate notice to all interested  
16 persons, a party may not file in the public record in this Action any Protected  
17 Material. A Party that seeks to file under seal any Protected Material must comply  
18 with Civil Local Rule 79-5 and with any pertinent orders of the assigned District  
19 Judge and Magistrate Judge. Protected Material may only be filed under seal  
20 pursuant to a court order authorizing the sealing of the specific Protected Material  
21 at issue. If a Party's request to file Protected Material under seal is denied by the  
22 court, then the Receiving Party may file the information in the public record unless  
23 otherwise instructed by the court.

24 14.4 Relevance of Protected Materials. The designation of information,  
25 documents, materials or things as "CONFIDENTIAL" or "HIGHLY  
26 CONFIDENTIAL -- ATTORNEYS' EYES ONLY" pursuant to this Protective  
27 Order shall not be construed as a concession that such information is relevant or  
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1 material to any issues or is otherwise discoverable or admissible. Nor shall the  
2 inspection or receipt by a Party to this action of information, documents, or things  
3 so designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --  
4 ATTORNEYS’ EYES ONLY” hereunder constitute a concession that the  
5 information, documents, or things are confidential.

6       14.5 Disclosures by Attorneys. Nothing in this Protective Order shall bar  
7 or otherwise restrict any attorney from rendering advice with respect to this Action  
8 and, in the course thereof, from relying upon the attorney’s examination or receipt  
9 of “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
10 ONLY.” In rendering such advice or in otherwise communicating, the attorney  
11 shall not disclose the content of any information, document, or thing identified as  
12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
13 ONLY” by a Designating Party where such disclosure would not otherwise be  
14 permitted under the terms of this Protective Order.

15       14.6 Reservation of Rights as to Materials not addressed. By stipulating to  
16 the entry of this Protective Order, no Designating Party waives any right it  
17 otherwise would have to object to disclosing or producing any material on any  
18 ground not addressed in this Protective Order. Similarly, no Designating Party  
19 waives any right to object on any ground to use in evidence of any of the material  
20 covered by this Protective Order.

21 15. FINAL DISPOSITION

22       15.1 Disposition of Protected Material. After the final disposition of this  
23 Action, as defined in Section 4, within sixty (60) days of a written request by the  
24 Designating Party, each Receiving Party must return all Protected Material to the  
25 Producing Party or destroy such material. As used in this subdivision, “all  
26 Protected Material” includes all copies, abstracts, compilations, summaries, and  
27 any other format reproducing or capturing any of the Protected Material. Whether  
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1 the Protected Material is returned or destroyed, the Receiving Party must submit a  
2 written certification to the Producing Party (and, if not the same person or entity, to  
3 the Designating Party) by the 60 day deadline that (1) identifies (by category,  
4 where appropriate) all the Protected Material that was returned or destroyed and  
5 (2) affirms that the Receiving Party has not retained any copies, abstracts,  
6 compilations, summaries or any other format reproducing or capturing any of the  
7 Protected Material. Notwithstanding this provision, Counsel are entitled to retain  
8 an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
9 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
10 reports, attorney work product, and consultant and expert work product, even if  
11 such materials contain Protected Material, and each Party need not purge any  
12 document management systems, archival systems, or disaster recovery systems  
13 (e.g., backup tapes) to destroy Protected Material. Any such archival copies that  
14 contain or constitute Protected Material remain subject to this Protective Order as  
15 set forth in Section 4.

16       15.2 Disposition of Documents Filed Under Seal. With respect to any  
17 documents or materials that have been filed with the Court under seal, upon  
18 termination of this Action, the final disposition of any such documents or  
19 materials, including all copies or summaries of, or excerpts from, such documents  
20 which may have been made, shall be as directed by the Court.

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1 16. VIOLATION

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

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6 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

7 DATED: April 13, 2022

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11 Honorable Charles F. Eick  
12 United States Magistrate Judge  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full  
address], declare under penalty of perjury that I have read in its entirety and  
understand the Protective Order that was issued by the United States District Court  
for the Central District of California on \_\_\_\_\_ in the case of Buck G.  
Woodall v. The Walt Disney Company, et al., Case No.: 2:20-cv-03772-CBM-E. I  
agree to comply with and to be bound by all the terms of this Protective Order and  
I understand and acknowledge that failure to so comply could expose me to  
sanctions and punishment in the nature of contempt. I solemnly promise that I will  
not disclose in any manner any information or item that is subject to this Protective  
Order to any person or entity except in strict compliance with the provisions of this  
Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for the purpose of enforcing the terms  
of this Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print  
or type full name] of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Protective Order.

Date: \_\_\_\_\_  
City and State where sworn and signed: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Signature: \_\_\_\_\_