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19 Attorneys for Defendant
 20 T-MOBILE USA, INC.
 21 *[counsel continued on next page]*

22 **UNITED STATES DISTRICT COURT**

23 **CENTRAL DISTRICT OF CALIFORNIA**

24 MARIO HERRERA, individually
 25 and on behalf of himself and all
 26 others similarly situated,

27 Plaintiff,

28 v.

T-MOBILE USA, INC., a Delaware
 Corporation, and DOES 1-50,
 inclusive,

Defendants.

Case No.: CV 20-5325-GW-JEMx
 Assigned to: Hon. George H. Wu

**ORDER RE: PROTECTIVE ORDER
 PURSUANT TO STIPULATION OF
 PARTIES**

1 James R. Hawkins (SBN 192925)
Christina M. Lucio (SBN 253677)
2 **JAMES HAWKINS APLC**
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6 Attorneys for Plaintiff MARIO HERRERA,
on behalf of himself and all others similarly situated
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FOR GOOD CAUSE SHOWN AND PURSUANT TO THE STIPULATED
PROTECTIVE ORDER OF THE PARTIES, the Stipulated Protective Order attached
hereto as Exhibit A shall be entered in this case.

IT IS SO ORDERED.

Dated: 11/18/2020

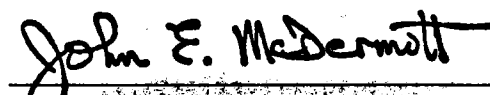

HONORABLE JOHN E. MCDERMOTT
United States Magistrate Judge

EXHIBIT A

1 KEITH A. JACOBY, Bar No. 150233
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19 Attorneys for Defendant
20 T-MOBILE USA, INC.
21 *[counsel continued on next page]*

22 **UNITED STATES DISTRICT COURT**

23 **CENTRAL DISTRICT OF CALIFORNIA**

24 MARIO HERRERA, individually
25 and on behalf of himself and all
26 others similarly situated,

27 Plaintiff,

28 v.

T-MOBILE USA, INC., a Delaware
Corporation, and DOES 1-50,
inclusive,

Defendants.

Case No.: CV 20-5325-GW-JEMx
Assigned to: Hon. George H. Wu

**STIPULATED PROTECTIVE
ORDER**

1 James R. Hawkins (SBN 192925)
Christina M. Lucio (SBN 253677)
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6 Attorneys for Plaintiff MARIO HERRERA,
on behalf of himself and all others similarly situated
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1 **1. PURPOSES AND LIMITATIONS**

2 A. Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
6 Stipulated Protective Order. The parties acknowledge that this Order does not confer
7 blanket protections on all disclosures or responses to discovery and that the protection
8 it affords from public disclosure and use extends only to the limited information or items
9 that are entitled to confidential treatment under the applicable legal principles. The
10 parties further acknowledge, as set forth in Section XIII(C), below, that this Stipulated
11 Protective Order does not entitle them to file confidential information under seal; Civil
12 Local Rule 79-5 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 seal.

14 **2. GOOD CAUSE STATEMENT**

15 A. This action is likely to involve confidential, non-public, sensitive, and/or
16 proprietary trade secrets, business, employment, tax, financial, and personally
17 identifiable information, documents and other materials for which special protection
18 from public disclosure and from use for any purpose other than prosecution of this
19 action is warranted. Such confidential and proprietary materials and information
20 consist of, among other things, confidential business or financial information,
21 information regarding confidential business practices, or other confidential research,
22 development, or commercial information (including information implicating privacy
23 rights of third parties), information otherwise generally unavailable to the public, or
24 which may be privileged or otherwise protected from disclosure under state or federal
25 statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow
26 of information, to facilitate the prompt resolution of disputes over confidentiality of
27 discovery materials, to adequately protect information the parties are entitled to keep
28 confidential, to ensure that the parties are permitted reasonable necessary uses of such

1 material in preparation for and in the conduct of trial, to address their handling at the
2 end of the litigation, and serve the ends of justice, a protective order for such
3 information is justified in this matter. It is the intent of the parties that information will
4 not be designated as confidential for tactical reasons and that nothing be so designated
5 without a good faith belief that it has been maintained in a confidential, non-public
6 manner, and there is good cause why it should not be part of the public record of this
7 case

8 **3. DEFINITIONS**

9 A. Action: This pending federal law suit captioned *Mario Herrera,*
10 *individually and all others similarly situated vs. T-Mobile USA, Inc.,* case no. CV 20-
11 5325-GW-JEMx

12 B. Challenging Party: A Party or Non-Party that challenges the designation
13 of information or items under this Order.

14 C. “CONFIDENTIAL” Information or Items: Information (regardless of how
15 it is generated, stored or maintained) or tangible things that qualify for protection under
16 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
17 Statement.

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

20 E. Designating Party: A Party or Non-Party that designates information or
21 items that it produces in disclosures or in responses to discovery as
22 “CONFIDENTIAL.”

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

27 G. Expert: A person with specialized knowledge or experience in a matter
28 pertinent to the litigation who has been retained by a Party or its counsel to serve as an

1 expert witness or as a consultant in this Action.

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

5 I. Non-Party: Any natural person, partnership, corporation, association, or
6 other legal entity not named as a Party to this action.

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

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

14 L. Producing Party: A Party or Non-Party that produces Disclosure or
15 Discovery Material in this Action.

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

20 N. Protected Material: Any Disclosure or Discovery Material that is
21 designated as "CONFIDENTIAL."

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

24 **4. SCOPE**

25 A. The protections conferred by this Stipulation and Order cover not only
26 Protected Material (as defined above), but also (1) any information copied or extracted
27 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
28 Protected Material; and (3) any testimony, conversations, or presentations by Parties or

1 their Counsel that might reveal Protected Material.

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

4 **5. DURATION**

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

13 **6. DESIGNATING PROTECTED MATERIAL**

14 A. Exercise of Restraint and Care in Designating Material for Protection

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

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

27 3. If it comes to a Designating Party's attention that information or
28 items that it designated for protection do not qualify for protection, that Designating

1 Party must promptly notify all other Parties that it is withdrawing the inapplicable
2 designation.

3 B. Manner and Timing of Designations

4 1. Except as otherwise provided in this Order (*see, e.g.*, Section
5 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material
6 that qualifies for protection under this Order must be clearly so designated before the
7 material is disclosed or produced.

8 2. Designation in conformity with this Order requires the following:

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

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

25 B. Manner and Timing of Designations

26 1. Except as otherwise provided in this Order (*see, e.g.*, Section
27 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material
28 that qualifies for protection under this Order must be clearly so designated before the

1 material is disclosed or produced.

2 2. Designation in conformity with this Order requires the following:

3 a. For information in documentary form (e.g., paper or
4 electronic documents, but excluding transcripts of depositions or other pretrial or trial
5 proceedings), that the Producing Party affix at a minimum, the legend
6 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
7 contains protected material. If only a portion or portions of the material on a page
8 qualifies for protection, the Producing Party also must clearly identify the protected
9 portion(s) (e.g., by making appropriate markings in the margins).

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

22 c. For testimony given in depositions, that the Designating Party
23 identify the Disclosure or Discovery Material on the record, before the close of the
24 deposition all protected testimony.

25 d. For information produced in form other than document and
26 for any other tangible items, that the Producing Party affix in a prominent place on the
27 exterior of the container or containers in which the information is stored the legend
28 “CONFIDENTIAL.” If only a portion or portions of the information warrants

1 protection, the Producing Party, to the extent practicable, shall identify the protected
2 portion(s).

3 C. Inadvertent Failure to Designate

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

9 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

10 A. Timing of Challenges

11 1. Any party or Non-Party may challenge a designation of
12 confidentiality at any time that is consistent with the Court's Scheduling Order.

13 B. Meet and Confer

14 1. The Challenging Party shall initiate the dispute resolution process
15 under Local Rule 37-1 et seq.

16 2. Any challenge submitted to the Court shall be via a joint stipulation
17 pursuant to Local Rule 37-2.

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

25 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

26 A. Basic Principles

27 1. A Receiving Party may use Protected Material that is disclosed or
28 produced by another Party or by a Non-Party in connection with this Action only for

1 prosecuting, defending, or attempting to settle this Action. Such Protected Material
2 may be disclosed only to the categories of persons and under the conditions described
3 in this Order. When the Action has been terminated, a Receiving Party must comply
4 with the provisions of Section XIV below.

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

8 B. Disclosure of "CONFIDENTIAL" Information or Items

9 1. Unless otherwise ordered by the Court or permitted in writing by the
10 Designating Party, a Receiving Party may disclose any information or item designated
11 "CONFIDENTIAL" only to:

12 a. The Receiving Party's Outside Counsel of Record in this
13 Action, as well as employees of said Outside Counsel of Record to whom it is
14 reasonably necessary to disclose the information for this Action;

15 b. The officers, directors, and employees (including House
16 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
17 Action and who have signed the "Acknowledgment and Agreement to Be Bound"
18 (Exhibit A);

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

22 d. The Court and its personnel;

23 e. Court reporters and their staff;

24 f. Professional jury or trial consultants, mock jurors, and
25 Professional Vendors to whom disclosure is reasonably necessary or this Action and
26 who have signed the "Acknowledgment and Agreement to be Bound" attached as
27 Exhibit A hereto;

28 g. The author or recipient of a document containing the

1 information or a custodian or other person who otherwise possessed or knew the
2 information;

3 h. During their depositions, witnesses, and attorneys for
4 witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the
5 deposing party requests that the witness sign the “Acknowledgment and Agreement to
6 Be Bound;” and (ii) they will not be permitted to keep any confidential information
7 unless they sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise
8 agreed by the Designating Party or ordered by the Court. Pages of transcribed
9 deposition testimony or exhibits to depositions that reveal Protected Material shall be
10 separately bound by the court reporter and may not be disclosed to anyone except as
11 permitted under this Stipulated Protective Order; and

12 i. Any mediator or settlement officer, and their supporting
13 personnel, mutually agreed upon by any of the parties engaged in settlement
14 discussions.

15 **9. PROTECTED MATERIAL SUPOENAED OR ORDERED PRODUCED**
16 **IN OTHER LITIGATION**

17 A. If a Party is served with a subpoena or a court order issued in other
18 litigation that compels disclosure of any information or items designated in this Action
19 as “CONFIDENTIAL,” that Party must:

20 1. Promptly notify in writing the Designating Party. Such notification
21 shall include a copy of the subpoena or court order;

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

26 3. Cooperate with respect to all reasonable procedures sought to be
27 pursued by the Designating Party whose Protected Material may be affected.

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

1 with the subpoena or court order shall not produce any information designated in this
2 action as “CONFIDENTIAL” before a determination by the Court from which the
3 subpoena or order issued, unless the Party has obtained the Designating Party’s
4 permission. The Designating Party shall bear the burden and expense of seeking
5 protection in that court of its confidential material and nothing in these provisions
6 should be construed as authorizing or encouraging a Receiving Party in this Action to
7 disobey a lawful directive from another court.

8 **10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
9 **PRODUCED IN THIS LITIGATION**

10 A. The terms of this Order are applicable to information produced by a Non-
11 Party in this Action and designated as “CONFIDENTIAL.” Such information produced
12 by Non-Parties in connection with this litigation is protected by the remedies and relief
13 provided by this Order. Nothing in these provisions should be construed as prohibiting
14 a Non-Party from seeking additional protections.

15 B. In the event that a Party is required, by a valid discovery request, to
16 produce a Non-Party’s confidential information in its possession, and the Party is
17 subject to an agreement with the Non-Party not to produce the Non-Party’s confidential
18 information, then the Party shall:

19 1. Promptly notify in writing the Requesting Party and the Non-Party
20 that some or all of the information requested is subject to a confidentiality agreement
21 with a Non-Party;

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

25 3. Make the information requested available for inspection by the Non-
26 Party, if requested.

27 C. If the Non-Party fails to seek a protective order from this court within 14
28 days of receiving the notice and accompanying information, the Receiving Party may

1 produce the Non-Party's confidential information responsive to the discovery request.
2 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
3 any information in its possession or control that is subject to the confidentiality
4 agreement with the Non-Party before a determination by the court. Absent a court order
5 to the contrary, the Non-Party shall bear the burden and expense of seeking protection
6 in this court of its Protected Material.

7 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

8 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
9 disclosed Protected Material to any person or in any circumstance not authorized under
10 this Stipulated Protective Order, the Receiving Party must immediately (1) notify in
11 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to
12 retrieve all unauthorized copies of the Protected Material, (3) inform the person or
13 persons to whom unauthorized disclosures were made of all the terms of this Order, and
14 (4) request such person or persons to execute the "Acknowledgment and Agreement to
15 be Bound" that is attached hereto as Exhibit A.

16 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
17 **PROTECTED MATERIAL**

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

28

1 B. Pursuant to Federal Rule of Evidence 502(d) and (e), in order to comply
2 with applicable discovery deadlines, a Party may be required to produce certain
3 categories of Documents that have been subject to minimal or no attorney review (the
4 “Disclosures”). This Stipulated Protective Order is designed to foreclose any arguments
5 that by making such Disclosures, the disclosure or production of Documents subject to
6 a legally recognized claim of privilege, including without limitation the attorney-client
7 privilege, work-product doctrine, or other applicable privilege:

8 (a) Was not inadvertent by the Producing Party;

9 (b) That the Producing Party did not take reasonable steps to prevent the
10 disclosure of privileged Documents;

11 (c) That the Producing Party did not take reasonable or timely steps to rectify
12 such Disclosure; and/or

13 (d) That such Disclosure acts as a waiver of applicable privileges or
14 protections associated with such Documents.

15 C. Pursuant to FRE 502(d) and (e), the Parties stipulate to and the Court orders
16 protection of privileged and otherwise protected Documents against claims of waiver
17 (including as against third parties and in other federal and state proceedings) as follows:

18 (a) The disclosure or production of Documents by a Producing Party subject
19 to a legally recognized claim of privilege, including without limitation the attorney-
20 client privilege and the work-product doctrine, to a Receiving Party, shall in no way
21 constitute the voluntary disclosure of such Document.

22 (b) The inadvertent disclosure or production of any Document this action
23 shall not result in the waiver of any privilege, evidentiary protection or other protection
24 associated with such Document as to the Receiving Party or any third parties, and shall
25 not result in any waiver, including subject matter waiver, of any kind.

26 (c) If, during the course of this litigation, a Party determines that any
27 Document produced by another party is or may reasonably be subject to a legally
28 recognizable privilege or evidentiary protection (“Protected Document”):

1 (1) The Receiving Party shall: (A) refrain from reading the Protected
2 Document any more closely than is necessary to ascertain that it is privileged or
3 otherwise protected from disclosure; (B) immediately notify the Producing Party in
4 writing that it has discovered Documents believed to be privileged or protected,
5 identified by Bates number or hash value; and, (C) within ten (10) days of discovery by
6 the Receiving Party, return, sequester, or destroy all copies of such Protected
7 Documents, along with any notes, abstracts or compilations of the content thereof,
8 including any copies that have been loaded into a litigation review database. If Protected
9 Documents cannot be destroyed or separated, the Producing Party should be notified
10 immediately. Notwithstanding the above, the Receiving Party is under no obligation to
11 search or review the Producing Party's Documents to identify potentially privileged or
12 work product Protected Documents.

13 (2) If the Producing Party intends to assert a claim of privilege or other
14 protection over Documents identified by the Receiving Party as Protected Documents,
15 the Producing Party will, within ten (10) days of receiving the Receiving Party's written
16 notification described above, inform the Receiving Party of such intention in writing
17 and shall provide the Receiving Party with a log for such Protected Documents that is
18 consistent with the requirements of the Federal Rules of Civil Procedure.. In the event
19 that any portion of a Protected Document does not contain privileged or protected
20 information, the Producing Party shall also provide to the Receiving Party a redacted
21 copy of the document that omits the information that the Producing Party believes is
22 subject to a claim of privilege or other protection.

23 (d) If, during the course of this litigation, a party determines it has produced
24 a Protected Document:

25 (1) The Producing Party may notify the Receiving Party of such
26 inadvertent production in writing, and demand the return of such documents. Such
27 notice may be delivered orally on the record at a deposition, promptly followed up in
28 writing. The Producing Party's written notice will identify the Protected Document by

1 Bates number range or hash value, the privilege or protection claimed, and the basis for
2 the assertion of the privilege and shall provide the Receiving Party with a log for such
3 Protected Documents that is consistent with the requirements of the Federal Rules of
4 Civil Procedure. In the event that any portion of the Protected Document does not
5 contain privileged or protected information, the Producing Party shall also provide to
6 the Receiving Party a redacted copy of the Document that omits the information that
7 the Producing Party believes is subject to a claim of privilege or other protection.

8 (2) The Receiving Party must, within ten (10) days of receiving the
9 Producing Party's written notification described above, return, sequester, or destroy the
10 Protected Document and any copies, along with any notes, abstracts or compilations of
11 the content thereof, including any copies that have been loaded into a litigation review
12 database.

13 (e) To the extent that the information contained in a Protected Document has
14 already been used in or described in other documents generated or maintained by the
15 Receiving Party prior to the date of receipt of written notice by the Producing Party as
16 set forth in paragraphs (c)(ii) and d(i), then the Receiving Party shall sequester such
17 documents until the claim has been resolved. If the Receiving Party disclosed the
18 Protected Document before being notified of its inadvertent production, it must take
19 reasonable steps to retrieve it.

20 (f) The Receiving Party's return, sequestering or destruction of Protected
21 Documents as provided herein will not act as a waiver of the Requesting Party's right
22 to move for the production of the returned, sequestered or destroyed documents on the
23 grounds that the documents are not, in fact, subject to a viable claim of privilege or
24 protection. However, the Receiving Party is prohibited and estopped from arguing that:

25 (1) The disclosure or production of the Protected Documents acts as a
26 waiver of an applicable privilege or evidentiary protection;

27 (2) The disclosure of the Protected Documents was not inadvertent;

28 (3) The Producing Party did not take reasonable steps to prevent the

1 disclosure of the Protected Documents; or

2 (4) The Producing Party failed to take reasonable or timely steps to
3 rectify the error pursuant to Federal Rule of Civil Procedure 26(b)(5)(B), or otherwise.

4 (g) Either party may submit Protected Documents to the Court under seal for
5 a determination of the claim of privilege or other protection. The Producing Party shall
6 preserve the Protected Documents until such claim is resolved. The Receiving Party
7 may not use the Protected Documents for any purpose absent this Court's Order.

8 (h) Upon a determination by the Court that the Protected Documents are
9 protected by the applicable privilege or evidentiary protection, the Protected Documents
10 shall be returned or destroyed within 10 (ten) days of the Court's order. The Court may
11 also order the identification by the Receiving Party of Protected Documents by search
12 terms or other means.

13 (i) Nothing contained herein is intended to, or shall serve to limit a party's
14 right to conduct a review of documents, data (including electronically stored
15 information) and other information, including without limitation, metadata, for
16 relevance, responsiveness and/or the segregation of privileged and/or protected
17 information before such information is produced to another party.

18 (j) By operation of the parties' agreement and Court Order, the parties are
19 specifically afforded the protections of FRE 502 (d) and (e).

20 D Because the purpose of Section 12 is to protect and preserve privileged
21 Documents, the parties agree they are bound as follows from and after the date their
22 counsel have signed it, even if such execution occurs prior to court approval.

23 **13. MISCELLANEOUS**

24 **A. Right to Further Relief**

25 1. Nothing in this Order abridges the right of any person to seek its
26 modification by the Court in the future.

27 **B. Right to Assert Other Objections**

28 1. By stipulating to the entry of this Protective Order, no Party waives

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

5 C. Filing Protected Material

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

12 **14. INFORMATION SECURITY PROTECTIONS**

13 14.1 Any person in possession of another Party's Protected Material shall
14 maintain a written information security program that includes reasonable
15 administrative, technical, and physical safeguards designed to protect the security and
16 confidentiality of such Protected Material, protect against any reasonably anticipated
17 threats or hazards to the security of such Protected Material, and protect against
18 unauthorized access to or use of such Protected Material. To the extent a person or
19 Party does not have an information security program they may comply with this
20 provision by having the Protected Material managed by and/or stored with eDiscovery
21 vendors or claims administrators that maintain such an information security program.

22 14.2 If the Receiving Party discovers a breach of security, including any actual
23 or suspected unauthorized access, relating to another Party's Protected Material, the
24 Receiving Party shall: (1) promptly provide written notice to Designating Party of such
25 breach; (2) investigate and take reasonable efforts to remediate the effects of the breach,
26 and provide Designating Party with assurances reasonably satisfactory to Designating
27 Party that such breach shall not recur; and (3) provide sufficient information about the
28 breach that the Designating Party can reasonably ascertain the size and scope of the

1 breach. If required by any judicial or governmental request, requirement or order to
2 disclose such information, the Receiving Party shall take all reasonable steps to give the
3 Designating Party sufficient prior notice in order to contest such request, requirement
4 or order through legal means. The Receiving Party agrees to cooperate with the
5 Designating Party or law enforcement
6 in investigating any such security incident. In any event, the Receiving Party shall
7 promptly take all necessary and appropriate corrective action to terminate the
8 unauthorized access.

9 **15. FINAL DISPOSITION**

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

27 B. Any violation of this Order may be punished by any and all appropriate
28 measures including, without limitation, contempt proceedings and/or monetary

1 sanctions.

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

3

4 Dated: 11/17/2020

/s/ Christina M. Lucio
Attorney(s) for Plaintiff(s)

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7 Dated: 11/17/2020

/s/ Alison S. Hightower
Attorney(s) for Defendant(s)

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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____ [print or type full address], declare under penalty of perjury that I have
read in its entirety and understand the Stipulated Protective Order that was issue by the
United States District Court for the Central District of California on [DATE] in the case
of _____ [insert formal name of the case and the number and
initials assigned to it by the Court]. I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and acknowledge that failure
to so comply could expose me to sanctions and punishment in the nature of contempt.
I solemnly promise that I will not disclose in any manner any information or item that
is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

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

1 related to enforcement of this Stipulated Protective Order.

2 Date: _____

3
4 City and State where sworn and signed: _____

5 Printed Name: _____

6 Signature: _____

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Signature Attestation

I, Christina M. Lucio, Esq., hereby attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing’s content and have authorized the filing.

By: /s/ Christina M. Lucio

Christina M. Lucio, Esq.

Certificate of Service

The attached was served on all parties and their counsel, through the ECF system, on November 17, 2020.

By: /s/ Christina M. Lucio

Christina M. Lucio, Esq.