

1 David Payab, Esq.
 dpayab@payablaw.com
 2 Matthew T. Hale, Esq.
 mhale@payablaw.com
 3 THE LAW OFFICE OF PAYAB & ASSOCIATES
 5850 Canoga Avenue, Suite 400
 4 Woodland Hills, CA 91367
 Telephone: 818-888-4546
 5 Facsimile: 818-888-4547

6 Attorneys for Plaintiff Joseph Oratov

7 Angela Pak CA Bar No. 240177
 angela.pak@ogletree.com
 8 Robert R. Vorhees CA Bar No. 297936
 robert.vorhees@ogletree.com
 9 OGLETREE, DEAKINS, NASH,
 SMOAK & STEWART, P.C.
 10 Park Tower, Fifteenth Floor
 695 Town Center Drive
 11 Costa Mesa, CA 92626
 Telephone: 714-800-7900
 12 Facsimile: 714-754-1298

13 Attorneys for Defendant
 Rexnord Industries, LLC

14
 15 **UNITED STATES DISTRICT COURT**
 16 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DISTRICT**
 17

18 JOSEPH ORATOV, an individual,
 19 Plaintiff,

20 v.

21 REXNORD INDUSTRIES, LLC, a
 22 Delaware Corporation; REXNORD, a
 business entity of unknown form;
 23 REXNORD AEROSPACE, a business
 entity of unknown form; REXNORD
 24 PSI BEARINGS, a business entity of
 unknown form; REXNORD
 25 ASSOCIATES, a business entity of
 unknown form; DOES 1-50,
 26 Defendants.

Case No. 2:20-cv-05941 ODW (JCx)

STIPULATED PROTECTIVE ORDER

Complaint Filed: February 7, 2020
 Trial Date: December 14, 2021
 District Judge: Otis D. Wright, II
 Magistrate Judge: Jacqueline Chooljian

[CHANGES MADE BY COURT TO
 PARAGRAPHS 3, 8, 9]

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are

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

8 2. DEFINITIONS

9 2.1. Action: this case entitled *Joseph Oratov v. Rexnord Industries, LLC, et*
10 *al.* Case No. 2:20-cv-05941 ODW(JCx), currently pending in the Central District of
11 California.

12 2.2. Challenging Party: a Party or Non-Party that challenges the designation
13 of information or items under this Order

14 2.3. “CONFIDENTIAL” Information or Items: information (regardless of
15 how it is generated, stored or maintained) or tangible things that qualify for protection
16 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
17 Statement.

18 2.4. Counsel: Outside Counsel of Record and House Counsel (as well as their
19 support staff).

20 2.5. 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 2.6. Disclosure or Discovery Material: all items or information, regardless of
24 the medium or manner in which it is generated, stored, or maintained (including,
25 among other things, testimony, transcripts, and tangible things), that are produced or
26 generated in disclosures or responses to discovery in this matter.

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1 2.7. Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in this Action.

4 2.8. House Counsel: attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 2.9. Non-Party: any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 2.10. Outside Counsel of Record: attorneys who are not employees of a party
10 to this Action but are retained to represent or advise a party to this Action and have
11 appeared in this Action on behalf of that party or are affiliated with a law firm which
12 has appeared on behalf of that party, and includes support staff.

13 2.11. 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 2.12. Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 2.13. Professional Vendors: persons or entities that provide litigation support
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
21 their employees and subcontractors.

22 2.14. Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL.”

24 2.15. Receiving Party: a Party that receives Disclosure or Discovery Material
25 from a Producing Party.

26 3. SCOPE

27 The protections conferred by this Stipulation and Order cover not only Protected
28 Material (as defined above), but also (1) any information copied or extracted from

1 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
2 Material; and (3) any deposition testimony, conversations, or presentations by Parties
3 or their Counsel that might reveal Protected Material, other than during a court hearing
4 or at trial.

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

8 4. DURATION

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

16 5. DESIGNATING PROTECTED MATERIAL

17 5.1. Exercise of Restraint and Care in Designating Material for Protection.

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

25 Mass, indiscriminate, or routinized designations are prohibited. Designations
26 that are shown to be clearly unjustified or that have been made for an improper purpose
27 (e.g., to unnecessarily encumber the case development process or to impose

1 unnecessary expenses and burdens on other parties) may expose the Designating Party
2 to sanctions.

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

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

10 Designation in conformity with this Order requires:

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

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

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

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

10 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent
11 failure to designate qualified information or items does not, standing alone, waive the
12 Designating Party’s right to secure protection under this Order for such material. Upon
13 timely correction of a designation, the Receiving Party must make reasonable efforts
14 to assure that the material is treated in accordance with the provisions of this Order.

15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
17 designation of confidentiality at any time that is consistent with the Court’s Scheduling
18 Order.

19 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
20 resolution process under Local Rule 37.1 et seq.

21 6.3. The burden of persuasion in any such challenge proceeding shall be on
22 the Designating Party. Frivolous challenges, and those made for an improper purpose
23 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
24 expose the Challenging Party to sanctions. Unless the Designating Party has waived
25 or withdrawn the confidentiality designation, all parties shall continue to afford the
26 material in question the level of protection to which it is entitled under the Producing
27 Party’s designation until the Court rules on the challenge.

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1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1. Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this
4 Action only for prosecuting, defending, or attempting to settle this Action. Such
5 Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Order. When the Action has been terminated, a Receiving
7 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

11 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless
12 otherwise ordered by the court or permitted in writing by the Designating Party, a
13 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
14 only to:

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

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

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

23 (d) the court and its personnel;

24 (e) court reporters and their staff;

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

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

3 (h) during their depositions, witnesses, and attorneys for witnesses, in
4 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
5 party requests that the witness sign the form attached as Exhibit A hereto; and (2) they
6 will not be permitted to keep any confidential information unless they sign the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A), and it is agreed to by
8 the Designating Party or ordered by the court. Pages of transcribed deposition
9 testimony or exhibits to depositions that reveal Protected Material may be separately
10 bound by the court reporter and may not be disclosed to anyone except as permitted
11 under this Stipulated Protective Order; and

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

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

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

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 include a
24 copy of this Stipulated 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 with
28 the subpoena or court order shall not produce any information designated in this action

1 as “CONFIDENTIAL” before a determination by the court from which the subpoena
2 or order issued, unless the Party has obtained the Designating Party’s permission or
3 unless otherwise required by the law or court order. The Designating Party shall bear
4 the burden and expense of seeking protection in that court of its confidential material
5 and nothing in these provisions should be construed as authorizing or encouraging a
6 Receiving Party in this Action to disobey a lawful directive from another court.

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

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

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

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

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

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

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

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

7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

16 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
17 PROTECTED MATERIAL

18 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.

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1 12. MISCELLANEOUS

2 12.1. Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.

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

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

15 13. FINAL DISPOSITION

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

1 legal memoranda, correspondence, deposition and trial exhibits, expert reports,
2 attorney work product, and consultant and expert work product, even if such materials
3 contain Protected Material. Any such archival copies that contain or constitute
4 Protected Material remain subject to this Protective Order as set forth in Section 4
5 (DURATION).

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

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10

11 DATED: July 9, 2021

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

12

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14

By: _____ /s/
Angela Pak
Robert R. Vorhees
Attorneys for Defendant
Rexnord Industries, LLC

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18 DATED: July 9, 2021

THE LAW OFFICE OF PAYAB &
ASSOCIATES

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By: _____ /s/
David Payab, Esq.
Matthew T. Hale, Esq.
Attorneys for Plaintiff Joseph Oratov

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED AS MODIFIED.

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26 DATED: July 14, 2021

_____/s/
Hon. Jacqueline Chooljian
United States Magistrate Judge

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury
5 that I have read in its entirety and understand the Stipulated Protective Order that was
6 issued by the United States District Court for the Central District of California on July
7 14, 2021 in the case of *Joseph Oratov v. Rexnord Industries LLC, et al.*, **Case No.**
8 **2:20-cv-05941 ODW (JCx)**. I agree to comply with and to be bound by all the terms
9 of this Stipulated Protective Order and I understand and acknowledge that failure to
10 so comply could expose me to sanctions and punishment in the nature of contempt. I
11 solemnly promise that I will not disclose in any manner any information or item that
12 is subject to this Stipulated Protective Order to any person or entity except in strict
13 compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court
15 for the 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. I hereby appoint _____ [print or type full
18 name] of _____ [print or type full address and telephone
19 number] as my California agent for service of process in connection with this action
20 or any proceedings related to enforcement of this Stipulated Protective Order.

21
22 Date: _____

23 City and State where sworn and signed: _____

24 Printed name: _____

25 Signature: _____