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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

GEORGE TENNEY,

Plaintiff,

v.

MS ELECTRICAL DISTRIBUTION,  
INC. dba BEES LIGHTING, a  
California Corporation; and DOES 1-  
10, inclusive

Defendants.

**Case No.:** 2:20-cv-7579-JFW(PDx)

Presiding Judge: Hon. John F. Walter  
Magistrate Judge: Hon. Patricia  
Donahue

**STIPULATED PROTECTIVE  
ORDER**

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

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

9 **B. GOOD CAUSE STATEMENT**

10 This action is likely to involve trade secrets, customer, list, pricing lists,  
11 licensing fees, and other valuable research, development, commercial, financial,  
12 technical and/or proprietary information for which special protection from public  
13 disclosure and from use for any purpose other than prosecution of this action is  
14 warranted. Such confidential and proprietary materials and information consist  
15 of, among other things, licensing agreements, customer pricing data, delivery  
16 documents, photographic works, invoices, litigation documents, confidential  
17 business or financial information, information regarding confidential business  
18 practices, or other confidential research, development, or commercial information  
19 (including information implicating privacy rights of third parties), information  
20 otherwise generally unavailable to the public, or which may be privileged or  
21 otherwise protected from disclosure under state or federal statutes, court rules, case  
22 decisions, or common law. Accordingly, to expedite the flow of information, to  
23 facilitate the prompt resolution of disputes over confidentiality of discovery  
24 materials, to adequately protect information the parties are entitled to keep  
25 confidential, to ensure that the parties are permitted reasonable necessary uses of  
26 such material in preparation for and in the conduct of trial, to address their handling  
27 at the end of the litigation, and serve the ends of justice, a protective order for such

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

## 6 2. DEFINITIONS

7 2.1 Action: this pending federal law suit styled *George Tenney v. MS*  
8 *Electrical Distribution, Inc. dba Bees Lighting*, 2:20-cv-7579-JFW-PDx.

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

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

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

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

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

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

1 2.8 House Counsel: attorneys who are employees of a party to this Action.  
2 House Counsel does not include Outside Counsel of Record or any other  
3 outside counsel.

4 2.9 Non-Party: any natural person, partnership, corporation, association, or  
5 other legal entity not named as a Party to this action.

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

11 2.11 Party: any party to this Action, including all of its officers, directors,  
12 employees, insurance carrier representatives, consultants, retained experts,  
13 and Outside Counsel of Record  
14 (and their support staffs).

15 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
16 Discovery Material in this Action.

17 2.13 Professional Vendors: persons or entities that provide litigation  
18 support services (e.g., photocopying, videotaping, translating, preparing  
19 exhibits or demonstrations, and organizing, storing, or retrieving data in any  
20 form or medium) and their employees and subcontractors.

21 2.14 Protected Material: any Disclosure or Discovery Material that is  
22 designated as "CONFIDENTIAL."

23 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
24 Material from a Producing Party.

25 3. SCOPE

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

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

#### 6 4. DURATION

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

#### 15 5. DESIGNATING PROTECTED MATERIAL

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

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

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

1 Designating Party to sanctions.

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

5 5.2 Manner and Timing of Designations. Except as otherwise provided in this

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

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic documents,  
12 but excluding transcripts of depositions or other pretrial or trial proceedings), that  
13 the Producing Party affix at a minimum, the legend "CONFIDENTIAL"  
14 (hereinafter "CONFIDENTIAL legend"), to each page that contains protected  
15 material. If only a portion or portions of the material on a page qualifies for  
16 protection, the Producing Party also must clearly identify the protected portion(s)  
17 (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  
21 before the designation, all of the material made available for inspection shall be  
22 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
23 documents it wants copied and produced, the Producing Party must determine  
24 which documents, or portions thereof, qualify for protection under this Order. Then,  
25 before producing the specified documents, the Producing Party must affix the  
26 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a  
27 portion or portions of the material on a page qualifies for protection, the Producing  
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1 Party also must clearly identify the protected portion(s) (e.g., by making  
2 appropriate markings in the margins).

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

6 (c) for information produced in some form other than documentary and for  
7 any other tangible items, that the Producing Party affix in a prominent place on the  
8 exterior of the container or containers in which the information is stored the legend  
9 “CONFIDENTIAL.” 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 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
13 failure to designate qualified information or items does not, standing alone, waive  
14 the Designating Party’s right to secure protection under this Order for such  
15 material. Upon timely correction of a designation, the Receiving Party must make  
16 reasonable efforts to assure that the material is treated in accordance with the  
17 provisions of this Order.

## 18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

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

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

5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

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

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

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



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

19 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**

20 **OTHER LITIGATION**

21 If a Party is served with a subpoena or a court order issued in other litigation

22 that compels disclosure of any information or items designated in this Action as

23 “CONFIDENTIAL,” that Party must:

24 (a) promptly notify in writing the Designating Party. Such notification shall

25 include a copy of the subpoena or court order;

26 (b) promptly notify in writing the party who caused the subpoena or order to

27 issue in the other litigation that some or all of the material covered by the subpoena

1 or order is subject to this Protective Order. Such notification shall include a copy of  
2 this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued  
4 by the Designating Party whose Protected Material may be affected. If the  
5 Designating Party timely seeks a protective order, the Party served with the  
6 subpoena or court order shall not produce any information designated in this action  
7 as “CONFIDENTIAL” before a determination by the court from which the  
8 subpoena or order issued, unless the Party has obtained the Designating Party’s  
9 permission. The Designating Party shall bear the burden and expense of seeking  
10 protection in that court of its confidential material and nothing in these provisions  
11 should be construed as authorizing or encouraging a Receiving Party in this Action  
12 to disobey a lawful directive from another court.

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

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

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

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

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

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

5 (c) If the Non-Party fails to seek a protective order from this court within 14  
6 days of receiving the notice and accompanying information, the Receiving Party  
7 may produce the Non-Party's confidential information responsive to the discovery  
8 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
9 not produce any information in its possession or control that is subject to the  
10 confidentiality agreement with the Non-Party before a determination by the court.  
11 Absent a court order to the contrary, the Non-Party shall bear the burden and  
12 expense of seeking protection in this court of its Protected Material. 26

13 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

22 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
23 PROTECTED MATERIAL

24 When a Producing Party gives notice to Receiving Parties that certain  
25 inadvertently produced material is subject to a claim of privilege or other  
26 protection, the obligations of the Receiving Parties are those set forth in Federal  
27 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify

1 whatever procedure may be established in an e-discovery order that provides for  
2 production without prior privilege review. Pursuant to Federal Rule of Evidence  
3 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
4 of a communication or information covered by the attorney-client privilege or work  
5 product protection, the parties may incorporate their agreement in the stipulated  
6 protective order submitted to the court.

## 7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
9 person to seek its modification by the Court in the future.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
11 Protective Order no Party waives any right it otherwise would have to object to  
12 disclosing or producing any information or item on any ground not addressed in  
13 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
14 any ground to use in evidence of any of the material covered by this Protective  
15 Order.

16 12.3 Filing Protected Material. A Party that seeks to file under seal any  
17 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
18 may only be filed under seal pursuant to a court order authorizing the sealing of the  
19 specific Protected Material at issue. If a Party's request to file Protected Material  
20 under seal is denied by the court, then the Receiving Party may file the information  
21 in the public record unless otherwise instructed by the court.

## 22 13. FINAL DISPOSITION

23 After the final disposition of this Action, as defined in paragraph 4, within 60  
24 days of a written request by the Designating Party, each Receiving Party must  
25 return all Protected Material to the Producing Party or destroy such material. As  
26 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
27 compilations, summaries, and any other format reproducing or capturing any of the

1 Protected Material. Whether the Protected Material is returned or destroyed, the  
2 Receiving Party must submit a written certification to the Producing Party (and, if  
3 not the same person or entity, to the Designating Party) by the 60 day deadline that  
4 (1) identifies (by category, where appropriate) all the Protected Material that was  
5 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
6 copies, abstracts, compilations, summaries or any other format reproducing or  
7 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
8 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
9 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
10 and trial exhibits, expert reports, attorney work product, and consultant and expert  
11 work product, even if such materials contain Protected Material. Any such archival  
12 copies that contain or constitute Protected Material remain subject to this  
13 Protective Order as set forth in Section 4 (DURATION).

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

17  
18 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

19  
20 DATED November 17, 2020

21  
22 /s/ Adam I. Gafni

23 Attorneys for Plaintiff

24 George Tenney  
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27  
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1 DATED: November 17, 2020

2  
3 /s/ Keith Adams

4 Attorneys for Defendant

5 MS Electrical Distribution, Inc. dba Bees Lighting

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8 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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10 DATED: November 20, 2020

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14 Honorable Patricia Donahue

15 United States Magistrate Judge

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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 issued by the United States District Court for  
the Central District of California on [date] in the case of *George Tenney v. MS  
Electrical Distribution, Inc.*, 2:20-cv-7579-JFW-PDx. 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 related to enforcement of this  
Stipulated Protective Order.  
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1 Date: \_\_\_\_\_

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

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5 Printed name: \_\_\_\_\_

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7 Signature: \_\_\_\_\_

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Attorneys for Plaintiff  
George Tenney