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15 Attorneys for Defendant  
 16 HONEYWELL INTERNATIONAL, INC.

17 **UNITED STATES DISTRICT COURT**  
 18 **CENTRAL DISTRICT OF CALIFORNIA**

19 DANIEL SYDNOR, an individual,  
 20 Plaintiff,

21 v.

22 HONEYWELL INTERNATIONAL  
 23 INC., a Delaware corporation;  
 HONEYWELL AEROSPACE, a  
 24 business entity of unknown form; and  
 DOES 1 through 20, inclusive,  
 25 Defendants.

Case No. 2:20-cv-08144 JWH (RAOx)

**STIPULATED PROTECTIVE  
 ORDER<sup>1</sup>**

Complaint Filed: July 31, 2020  
 Trial Date: January 31, 2022  
 District Judge: Hon. John W.  
 Holcomb  
 Courtroom 2,  
 Riverside  
 Magistrate Judge: Hon. Rozella A. Oliver  
 Courtroom 590,  
 Roybal

27 \_\_\_\_\_  
 28 <sup>1</sup> This Stipulated Protective Order is substantially based on the model protective  
 order provided under Magistrate Judge Rozella A. Oliver’s Procedures.

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.

B. GOOD CAUSE STATEMENT

This action is likely to involve personal and sensitive medical information, confidential commercial, business, financial, 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, raw data and test materials relating to the mental examination of the plaintiff, confidential business or financial information, 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 permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential,

1 non-public manner, and there is good cause why it should not be part of the public  
2 record of this case.

3 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

4 The parties further acknowledge, as set forth in Section 12.3, below, that this  
5 Stipulated Protective Order does not entitle them to file confidential information  
6 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and  
7 the standards that will be applied when a party seeks permission from the court to  
8 file material under seal.

9 There is a strong presumption that the public has a right of access to judicial  
10 proceedings and records in civil cases. In connection with non-dispositive motions,  
11 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
12 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Phillips v. Gen. Motors*  
13 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002); *Makar-Welbon v. Sony Electrics,*  
14 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require  
15 good cause showing), and a specific showing of good cause or compelling reasons  
16 with proper evidentiary support and legal justification, must be made with respect to  
17 Protected Material that a party seeks to file under seal. The parties' mere designation  
18 of Disclosure or Discovery Material as HIGHLY CONFIDENTIAL or  
19 CONFIDENTIAL does not—without the submission of competent evidence by  
20 declaration, establishing that the material sought to be filed under seal qualifies as  
21 confidential, privileged, or otherwise protectable—constitute good cause.

22 Further, if a party requests sealing related to a dispositive motion or trial, then  
23 compelling reasons, not only good cause, for the sealing must be shown, and the  
24 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
25 *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For  
26 each item or type of information, document, or thing sought to be filed or introduced  
27 under seal in connection with a dispositive motion or trial, the party seeking  
28 protection must articulate compelling reasons, supported by specific facts and legal

1 justification, for the requested sealing order. Again, competent evidence supporting  
2 the application to file documents under seal must be provided by declaration.

3 Any document that is not confidential, privileged, or otherwise protectable in  
4 its entirety will not be filed under seal if the confidential portions can be redacted. If  
5 documents can be redacted, then a redacted version for public viewing, omitting only  
6 the confidential, privileged, or otherwise protectable portions of the document shall  
7 be filed. Any application that seeks to file documents under seal in their entirety  
8 should include an explanation of why redaction is not feasible.

9 2. DEFINITIONS

10 2.1 Action: this case entitled *Daniel Sydnor v. Honeywell International,*  
11 *Inc., et al.*, Case No. 2:20-cv-08144 JWH (RAOx), currently pending in the Central  
12 District of California.

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

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

19 2.4 “HIGHLY CONFIDENTIAL” Information or Items: information  
20 (regardless of how it is generated, stored or maintained) or tangible things that  
21 qualify for protection under Federal Rule of Civil Procedure 26(c) and as specified  
22 above in the Good Cause Statement that the Designating Party believes in good faith  
23 that disclosure would create a substantial risk of serious and/or substantial harm  
24 including misuse or misrepresentation of the data or the test, or other injury that  
25 cannot be avoided by less restrictive means.

26 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as  
27 their support staff).

28

1           2.6    Designating Party: a Party or Non-Party that designates information or  
2 items that it produces in disclosures or in responses to discovery as  
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”.

4           2.7    Disclosure or Discovery Material: all items or information, regardless  
5 of the medium or manner in which it is generated, stored, or maintained (including,  
6 among other things, testimony, transcripts, and tangible things) that are produced or  
7 generated in disclosures or responses to discovery in this matter.

8           2.8    Expert: a person with specialized knowledge or experience in a matter  
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
10 an expert witness or as a consultant in this Action.

11          2.9    House Counsel: attorneys who are employees of a party to this Action.  
12 House Counsel does not include Outside Counsel of Record or any other outside  
13 counsel.

14          2.10 Non-Party: any natural person, partnership, corporation, association or  
15 other legal entity not named as a Party to this action.

16          2.11 Outside Counsel of Record: attorneys who are not employees of a party  
17 to this Action but are retained to represent or advise a party to this Action and have  
18 appeared in this Action on behalf of that party or are affiliated with a law firm that  
19 has appeared on behalf of that party, and includes support staff.

20          2.12 Party: any party to this Action, including all of its officers, directors,  
21 employees, consultants, retained experts, and Outside Counsel of Record (and their  
22 support staffs).

23          2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
24 Discovery Material in this Action.

25          2.14 Professional Vendors: persons or entities that provide litigation support  
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
28 and their employees and subcontractors.

1           2.15 Protected Material: any Disclosure or Discovery Material that is  
2 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

3           2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
4 from a Producing Party.

5 3.    SCOPE

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

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

13 4.    DURATION

14           The confidentiality obligations imposed by this Order shall remain in effect  
15 even after final disposition of this Action until a Designating Party agrees otherwise  
16 in writing or a court order otherwise directs. Final disposition shall be deemed to be  
17 the later of (1) dismissal of all claims and defenses in this Action, with or without  
18 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
19 appeals, re-hearings, remands, trials, or reviews of this Action, including the time  
20 limits for filing any motions or applications for extension of time pursuant to  
21 applicable law.

22           To the extent permitted by law, the Court shall retain jurisdiction to enforce,  
23 modify, or reconsider this Stipulation and Protective Order, even after the final  
24 disposition of this Action.

25           The Parties shall meet and confer regarding the procedures for use of  
26 Confidential Materials at trial and shall move the Court for entry of an appropriate  
27 order.

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1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under  
4 this Order must take care to limit any such designation to specific material that  
5 qualifies under the appropriate standards. The Designating Party must designate for  
6 protection only those parts of material, documents, items or oral or written  
7 communications that qualify so that other portions of the material, documents, items  
8 or communications for which protection is not warranted are not swept unjustifiably  
9 within the ambit of this Order.

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

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

18 5.2 Manner and Timing of Designations. Except as otherwise provided in  
19 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
21 under this Order must be clearly so designated before the material is disclosed or  
22 produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic documents,  
25 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
26 Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY  
27 CONFIDENTIAL" (hereinafter, collectively "CONFIDENTIAL legend"), to each  
28 page that contains protected material. If only a portion of the material on a page

1 qualifies for protection, the Producing Party also must clearly identify the protected  
2 portion(s) (e.g., by making appropriate markings in the margins).

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

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

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

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
25 failure to designate qualified information or items does not, standing alone, waive  
26 the Designating Party’s right to secure protection under this Order for such material.  
27 Upon timely correction of a designation, the Receiving Party must make reasonable  
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1 efforts to assure that the material is treated in accordance with the provisions of this  
2 Order.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time that is consistent with the Court's  
6 Scheduling Order.

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
8 resolution process under Local Rule 37.1 et seq.

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

17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
19 disclosed or produced by another Party or by a Non-Party in connection with this  
20 Action only for prosecuting, defending or attempting to settle this Action. Such  
21 Protected Material may be disclosed only to the categories of persons and under the  
22 conditions described in this Order. When the Action has been terminated, a  
23 Receiving Party must comply with the provisions of section 13 below (FINAL  
24 DISPOSITION).

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

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1           7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
2 otherwise ordered by the court or permitted in writing by the Designating Party, a  
3 Receiving Party may disclose any information or item designated  
4 “CONFIDENTIAL” only to:

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

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

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

13          (d) the court and its personnel;

14          (e) court reporters and their staff;

15          (f) professional jury or trial consultants and Professional Vendors to whom  
16 disclosure is reasonably necessary for this Action and who have signed the  
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

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

3 7.3 Access to and/or disclosure of “Highly Confidential” Information or  
4 Items shall be permitted only to the following persons or entities:

5 (a) Outside Counsel of Record in this Action, as well as employees of said  
6 Outside Counsel of Record to whom it is reasonably necessary to disclose the  
7 information for this Action. Such employees whom such access is permitted and/or  
8 disclosure is made shall, prior to such access or disclosure, shall be advised of, and  
9 become subject to, the provisions of this Order;

10 (b) Experts (as defined in this Order), professional jury or trial consultants,  
11 and Professional Vendors to whom disclosure is reasonably necessary for this Action  
12 and who have signed the “Acknowledgment and Agreement to Be Bound”  
13 (Exhibit A). Outside Counsel of Record for the Party making the disclosure shall  
14 deliver a copy of this Order to such person, shall explain its terms to such person,  
15 and shall secure the signature of such person the “Acknowledgment and Agreement  
16 to Be Bound” (Exhibit A) prior to the disclosure of Highly Confidential Materials. It  
17 shall be the obligation of Outside Counsel of Record, upon learning of any breach or  
18 threatened breach of this Order, to promptly notify Outside Counsel for the  
19 Designating Party of such breach or threatened breach.

20 (c) the court and its personnel;

21 (d) court reporters and their staff;

22 (e) the author or recipient of a document containing the Highly Confidential  
23 Information or Item or a custodian or other person who otherwise possessed or knew  
24 the Highly Confidential Information or Item, but only to the extent of that person’s  
25 prior familiarity with the Highly Confidential Information or Item.  
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1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
2 OTHER LITIGATION

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

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

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

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

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

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

24 (a) The terms of this Order are applicable to information produced by a Non-  
25 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
26 CONFIDENTIAL.” Such information produced by Non-Parties in connection with  
27 this litigation is protected by the remedies and relief provided by this Order. Nothing  
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1 in these provisions should be construed as prohibiting a Non-Party from seeking  
2 additional protections.

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

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

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

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

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

23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
25 Protected Material to any person or in any circumstance not authorized under this  
26 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
27 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
28 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or

1 persons to whom unauthorized disclosures were made of all the terms of this Order,  
2 and (d) request such person or persons to execute the “Acknowledgment and  
3 Agreement to Be Bound” that is attached hereto as Exhibit A.

4 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
5 PROTECTED MATERIAL

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

16 12. MISCELLANEOUS

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
18 person to seek its modification by the Court in the future.

19 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
20 Protective Order, no Party waives any right it otherwise would have to object to  
21 disclosing or producing any information or item on any ground not addressed in this  
22 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
23 ground to use in evidence of any of the material covered by this Protective Order.

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

3 13. FINAL DISPOSITION

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

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1 14. VIOLATION

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

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

6  
7  
8 DATED: June 2, 2021

Respectfully submitted,  
LAW OFFICES OF RAMIN R. YOUNESSI  
A Professional Law Corporation

9  
10  
11 By: /s/ Bryce Bommer  
12 Ramin R. Younessi  
13 Samuel Geshgian  
14 Eduardo Balderas  
15 Bryce Bommer

Attorneys for Plaintiff  
DANIEL SYDNOR

16 DATED: June 2, 2021

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

17  
18  
19 By: /s/ Minh P. Ngo  
20 Hardy Ray Murphy  
21 Minh P. Ngo

Attorneys for Defendant  
HONEYWELL INTERNATIONAL, INC.

22  
23 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

24  
25  
26 Dated: June 3, 2021

  
\_\_\_\_\_  
Hon. Rozella A. Oliver  
United States Magistrate Judge

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**ATTESTATION REGARDING SIGNATURES**

I, Minh P. Ngo, attest, pursuant to Local Civil Rule 5-4.3.4(a)(2)(i), that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

Dated: June 2, 2021

/s/ Minh P. Ngo  
Minh P. Ngo

**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 *Daniel Sydnor v. Honeywell International, Inc., et al.*, Case  
No. 2:20-cv-08144 JWH (RAOx). 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 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.

Date: \_\_\_\_\_

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

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

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