

1 ALEX R. STRAUS (CA SBN 321366)  
AStraus@milberg.com

2 MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC  
280 South Beverly Drive Penthouse  
3 Beverly Hills, California 90212  
Telephone: 914.471.1894  
4 Facsimile: 919.600.5035

NOTE: CHANGES MADE BY THE COURT

5 Attorneys for Plaintiffs  
HALEH ALLAHVERDI and HALEY BURGESS

6 PURVI G. PATEL (CA SBN 270702)  
PPatel@mofocom  
7 MEGAN L. WHIPP (CA SBN 319182)  
MWhipp@mofocom  
8 PRABHJYOT K. SINGH (CA SBN 330066)  
PSingh@mofocom

9 MORRISON & FOERSTER LLP  
707 Wilshire Boulevard  
10 Los Angeles, California 90017-3543  
Telephone: 213.892.5200  
11 Facsimile: 213.892.5454

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12 Attorneys for Defendant  
13 THINX INC.

14 *(Additional counsel on next page)*

15 UNITED STATES DISTRICT COURT  
16 CENTRAL DISTRICT OF CALIFORNIA

18 HALEH ALLAHVERDI and HALEY  
19 BURGESS, individually and on behalf of  
all others similarly situated,

20 Plaintiffs,

21 v.

22 THINX INC.,

23 Defendant.

Case No. 2:20-cv-10341-JVS (JPRx)

**STIPULATED PROTECTIVE  
ORDER**

Judge: Hon. James V. Selna  
Courtroom: 10C

Complaint filed: November 12, 2020  
SAC filed: September 23, 2021  
Trial Date: February 7, 2023

1 ERIN J. RUBEN (*pro hac vice*)  
ERuben@milberg.com  
2 MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC  
900 West Morgan Street  
3 Raleigh, North Carolina 27603  
Telephone: 919.600.5000  
4 Facsimile: 919.600.5035

5 RACHEL L. SOFFIN (*pro hac vice*)  
RSoffin@milberg.com  
6 MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC  
800 South Gay Street Suite 1100  
7 Knoxville, Tennessee 37929  
Telephone: 865.247.0080  
8 Facsimile: 865.522.0049

9 HARPER T. SEGUI (*pro hac vice*)  
HSegui@milberg.com  
10 MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC  
PO Box 1483  
11 Mount Pleasant, South Carolina 29465  
Telephone: 843.513.6452  
12 Facsimile: 919.600.5035

13 Attorneys for Plaintiffs  
HALEH ALLAHVERDI and HALEY BURGESS

14 PENELOPE A. PREOVOLOS (CA SBN 87607)  
PPreovolos@mof.com  
15 WILLIAM F. TARANTINO (CA SBN 215343)  
WTarantino@mof.com  
16 MORRISON & FOERSTER LLP  
425 Market Street  
17 San Francisco, California 94105-2482  
18 Telephone: 415.268.7000  
Facsimile: 415.268.7522

19 Attorneys for Defendant  
20 THINX INC.

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1 Plaintiffs Haleh Allahverdi and Haley Burgess and Defendant Thinx Inc.  
2 stipulate and jointly move the Court to issue the following protective order  
3 (“Protective Order”) to govern the disclosure of documents, things, and information  
4 produced in the above-captioned action.

5 **1. A. PURPOSES AND LIMITATIONS**

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

19 **B. GOOD CAUSE STATEMENT**

20 This Action will implicate highly sensitive and confidential information for  
21 both Plaintiffs and Defendant. Discovery is likely to involve Plaintiffs’ personal  
22 health records (which Plaintiffs have put at issue) as well as proprietary and  
23 confidential information that Defendant has not, and would not want, publicly  
24 disclosed related to the manufacturing, design, and sales of Thinx period  
25 underwear.

26 Defendant operates in an intensely competitive marketplace and goes to great  
27 lengths to keep certain information, including financial, sales, design, testing, and  
28

1 manufacturing information, confidential, in order to safeguard against the use of  
2 this information by competitors to gain an unfair competitive advantage. Defendant  
3 has expended significant resources and expense in creating and designing its period  
4 underwear, which are unique to Defendant, and any possible public disclosure  
5 would allow competitors to copy or use Defendant's proprietary designs when  
6 developing their own products or to unfairly compete with Defendant by using  
7 Defendant's product-specific information in relation to their own product  
8 forecasting, business planning, or marketing efforts.

9 As such, special protection from public disclosure and from use for any  
10 purpose other than prosecution of this Action is warranted for both Parties based on  
11 the involvement of highly sensitive confidential and proprietary information  
12 consisting of, among other things, personal health or medical records, confidential  
13 business practices, sales, or financial information, confidential research,  
14 development, or commercial information (including information implicating  
15 privacy rights of third parties), information otherwise generally unavailable to the  
16 public, or information that may be privileged or otherwise protected from  
17 disclosure under state or federal statutes, court rules, case decisions, or common  
18 law.

19 Accordingly, to expedite the flow of information, to facilitate the prompt  
20 resolution of disputes over confidentiality of discovery materials, to adequately  
21 protect information the Parties believe they are entitled to keep confidential, to  
22 ensure that the Parties are permitted reasonable necessary uses of such material in  
23 preparation for trial, to address their handling at the end of the litigation, and serve  
24 the ends of justice, a protective order for such information is justified in this matter.  
25 It is the intent of the Parties that information will not be designated as confidential  
26 for tactical reasons and that nothing be so designated without a good faith belief  
27 that it has been maintained in a confidential, non-public manner, and there is good  
28 cause why it should not be part of the public record of this case.

1     **2. DEFINITIONS**

2           2.1     Action: This pending federal lawsuit, which is entitled *Haleh*  
3     *Allahverdi and Haley Burgess v. Thinx Inc.*, Case No. 2:20-cv-10341-JVS (JPRx).

4           2.2     Challenging Party: A Party or Non-Party that challenges the  
5     designation of information or items under this Order.

6           2.3     Confidential Information: Information (regardless of how it is  
7     generated, stored, or maintained) or tangible things that qualify for protection under  
8     Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
9     Statement.

10          2.4     Highly Confidential Information: Information (regardless of how it is  
11     generated, stored, or maintained) or tangible things that qualify for protection under  
12     Federal Rule of Civil Procedure 26(c), specified above in the Good Cause  
13     Statement, and contain highly sensitive nonpublic and competitive information,  
14     such as product formulation and development, including the use of proprietary  
15     materials, treatments, or ingredients, manufacturing processes, or identities of raw  
16     material suppliers, the public disclosure of which would result in serious harm to  
17     the producing or designating party. The Parties agree to meet and confer regarding  
18     whether any other types of information qualify as highly confidential information.

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

21          2.6     Designating Party: A Party or Non-Party that designates information  
22     or items that it produces in disclosures or in responses to discovery as  
23     “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

24          2.7     Disclosure or Discovery Material: All items or information, regardless  
25     of the medium or manner in which it is generated, stored, or maintained (including,  
26     among other things, testimony, transcripts, and tangible things), that are produced  
27     or generated in disclosures or responses to discovery in this matter.  
28

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

4           2.9 House Counsel: Attorneys who are employees of a Party. House  
5 Counsel does not include Outside Counsel of Record or any other outside counsel.

6           2.10 Non-Party: Any natural person, partnership, corporation, association,  
7 or other legal entity not named as a Party.

8           2.11 Outside Counsel of Record: Attorneys who are not employees of a  
9 Party, but are retained to represent or advise a Party and have appeared in this  
10 Action on behalf of that party or are affiliated with a law firm that has appeared on  
11 behalf of that party, and includes support staff.

12           2.12 Party: Any party to this Action, including all of its officers, directors,  
13 employees, consultants, retained experts, and Outside Counsel of Record (and their  
14 support staffs).

15           2.13 Producing Party: A Party or Non-Party that produces Disclosure or  
16 Discovery Material in this Action.

17           2.14 Professional Vendors: Persons or entities that provide litigation  
18 support services (e.g., photocopying, videotaping, translating, preparing exhibits  
19 ,demonstratives or graphic productions, e-discovery and organizing, storing,  
20 processing or retrieving data in any form or medium) and their employees and  
21 subcontractors.

22           2.15 Protected Material: Any Disclosure or Discovery Material that is  
23 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

24           2.16 Receiving Party: A Party that receives Disclosure or Discovery  
25 Material from a Producing Party.

26 **3. SCOPE**

27           3.1 The protections conferred by this Stipulation and Order cover not only  
28 Protected Material (as defined above), but also (1) any information copied or

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

6 3.3 This Protective Order shall not apply to information or documents that  
7 are or become part of the public domain through no breach of the provisions of this  
8 Protective Order.

9 3.4 Nothing in this Protective Order shall be construed to limit the use or  
10 disclosure by a Party of its own Confidential Information or Highly Confidential  
11 Information.

12 3.5 Nothing in this Protective Order shall be construed to limit any  
13 obligations of confidentiality owed to either Party by law or by agreement arising  
14 independently of this Protective Order.

15 **4. DURATION**

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

24 **5. DESIGNATING PROTECTED MATERIAL**

25 5.1 Exercise of Restraint and Care in Designating Material for Protection.  
26 Each Party or Non-Party that designates information or items for protection under  
27 this Order must take care to limit any such designation to specific material that  
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1 qualifies under the appropriate standards. The Designating Party must designate for  
2 protection only those parts of material, documents, items, or oral or written  
3 communications that qualify so that other portions of the material, documents,  
4 items, or communications for which protection is not warranted are not swept  
5 unjustifiably within the ambit of this Order.

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

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

14 5.2 Manner and Timing of Designations. Except as otherwise provided in  
15 this Order (see, e.g., Paragraph 5.2(a) below), or as otherwise stipulated or ordered,  
16 Disclosure or Discovery Material that qualifies for protection under this Order must  
17 be clearly so designated before the material is disclosed or produced. Designation  
18 in conformity with this Order requires:

19 (a) for information in documentary form (e.g., paper or electronic  
20 documents, but excluding transcripts of depositions or other pretrial or trial  
21 proceedings), that the Producing Party affix at a minimum, the legend  
22 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" (hereinafter "Confidentiality  
23 Legend"), to each page that contains protected material.

24 A Party or Non-Party that makes original documents available for inspection  
25 need not designate them for protection until after the inspecting Party has indicated  
26 which documents it would like copied and produced. During the inspection and  
27 before the designation, all of the material made available for inspection shall be  
28 deemed "CONFIDENTIAL." After the inspecting Party has identified the

1 documents it wants copied and produced, the Producing Party must determine  
2 which documents, or portions thereof, qualify for protection under this Order.  
3 Then, before producing the specified documents, the Producing Party must affix the  
4 “Confidentiality Legend” to each page that contains Protected Material. If only a  
5 portion or portions of the material on a page qualify for protection, the Producing  
6 Party must clearly identify the protected portion(s) (for example, by making  
7 appropriate markings in the margin).

8 (b) for testimony given in depositions, that the Designating Party  
9 designate within thirty (30) days of receiving the final deposition transcript (or  
10 other time period agreed to by the Parties) the page and line number those portions  
11 of the testimony that are to be treated as “CONFIDENTIAL” or “HIGHLY  
12 CONFIDENTIAL.” In the interim period, the deposition testimony and transcripts  
13 and video recordings of the depositions must be treated as Confidential Information  
14 unless otherwise agreed to by the Parties. If any part of the deposition recorded by  
15 videographic or other means is designated “CONFIDENTIAL” or “HIGHLY  
16 CONFIDENTIAL,” the recording storage medium and its container shall bear the  
17 appropriate “Confidentiality Legend.”

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

24 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate  
25 qualified information or items does not waive the Designating Party’s right to  
26 secure protection under this Order for such material. The Designating Party may  
27 designate the information as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”  
28 later if appropriate, and any Protected Material so designated shall be treated from

1 the time of that designation as Confidential Information or Highly Confidential  
2 Information. Such correction and notice thereof shall be made in writing fifteen  
3 (15) days after discovery that such Confidential Information or Highly Confidential  
4 Information was disclosed without the necessary designation, accompanied by  
5 substitute copies of each item or material, appropriately designated.

6 Within fifteen (15) days of receiving such correction and notice, the  
7 Receiving Party shall destroy or return to counsel for the Producing Party and/or  
8 Designating Party all copies of the Protected Material that was inadvertently not  
9 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” and inform all  
10 persons who received such Protected Material of the new designation. If any  
11 individuals who received Protected Material that inadvertently was not designated  
12 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” choose to destroy it rather  
13 than return it, they shall attest to counsel for the Producing Party that they have  
14 destroyed the material, including all copies.

15 5.4 Production of Highly Confidential Information. Protected Material  
16 disclosing Highly Confidential Information shall be produced only in hard copy and  
17 not in electronic format, unless the Designating Party chooses to produce such  
18 materials in electronic format.

19 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
21 designation of confidentiality at any time.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
23 resolution process under Local Rule 37.1, *et seq.*, and the Challenging Party and  
24 Designating Party shall attempt to resolve each challenge in good faith. If the  
25 parties are unable to come to an agreement following the meet and confer, they will  
26 seek Court intervention.

27 6.3 The burden of persuasion in any such challenge proceeding shall be on  
28 the Designating Party. Frivolous challenges, and those made for an improper

1 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
2 parties) may expose the Challenging Party to sanctions. Unless the Designating  
3 Party has waived or withdrawn the confidentiality designation, all Parties shall  
4 continue to afford the material in question the level of protection to which it is  
5 entitled under the designation until the Court rules on the challenge.

6 6.4 If agreement is reached to change the designation of any Protected  
7 Material designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” , the  
8 Designating Party shall serve on all Parties a notice specifying the information and  
9 nature of the agreement accompanied by substitute copies of each item or material,  
10 with appropriately revised designations.

11 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

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

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

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

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

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1 (b) the Receiving Party’s House Counsel to whom disclosure is  
2 reasonably necessary for this Action;

3 (c) the officers, directors, and employees (excluding House  
4 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this  
5 Action or in the case of a non-corporate party, the individual party;

6 (d) Experts (as defined in this Order) of the Receiving Party to  
7 whom disclosure is reasonably necessary for this Action;

8 (e) the court and its personnel;

9 (f) court reporters and their staff;

10 (g) professional jury or trial consultants, mock jurors, and  
11 Professional Vendors to whom disclosure is reasonably necessary for this Action;

12 (h) the author or recipient of a document containing the information  
13 or a custodian or other person who otherwise possessed or knew the information;

14 (i) during their depositions, witnesses and attorneys for witnesses in  
15 the Action to whom disclosure is reasonably necessary. Pages of transcribed  
16 deposition testimony or exhibits to depositions that reveal Protected Material may  
17 be separately bound by the court reporter and may not be disclosed to anyone  
18 except as permitted under this Stipulated Protective Order;

19 (j) any mediator or settlement officer, and their supporting  
20 personnel, mutually agreed upon by any of the Parties engaged in settlement  
21 discussions or ordered by the Court; and

22 (k) any person to whom the Designating Party agrees to disclosure  
23 in writing in advance of the disclosure.

24 7.3 Disclosure of Highly Confidential Information. Unless otherwise  
25 ordered by the Court or permitted in writing by the Designating Party, a Receiving  
26 Party may disclose any information or item designated “HIGHLY  
27 CONFIDENTIAL” only to each category of persons identified in Paragraph 7.2(a)-  
28 (b), (d)-(k), as long as those persons have a direct need to know such information

1 for purposes of this Action. If any Party believes a person falling within the  
2 category of persons identified in Paragraph 7.2(c) has a direct need to know Highly  
3 Confidential Information for purposes of this Action, the Party shall meet and  
4 confer with the Designating Party before disclosing such information to that person,  
5 and will not disclose the information absent the Designating Party’s consent. If the  
6 Parties are unable to reach an agreement, either Party may seek assistance from the  
7 Court.

8 7.4 Disclosure of Confidential Information to persons identified in  
9 Paragraphs 7.2(d), (g), (i), and (k) and disclosure of Highly Confidential  
10 Information to persons identified in Paragraph 7.3 shall be made only after the  
11 person to whom the disclosure is being made has been given a copy of this  
12 Protective Order and has signed the declaration titled “Acknowledgment and  
13 Agreement to Be Bound” attached as **Exhibit A**. Counsel for the Party obtaining  
14 any signed declaration shall retain that declaration and need not disclose it to  
15 counsel for all other Parties unless requested by another Party or ordered to do so  
16 by the Court.

17 7.5 Persons receiving Confidential Information or Highly Confidential  
18 Information under this Protective Order are prohibited from disclosing it to any  
19 person except in conformance with this Protective Order. The recipient of any  
20 Protected Material shall maintain such information securely and limit access to  
21 those who have a direct need to know the information. The recipient of Protected  
22 Material shall exercise the same standard of due and proper care with respect to the  
23 storage, custody, use, or dissemination of Protected Material as is exercised by the  
24 recipient with respect to its own proprietary and confidential information.

25 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
26 **PRODUCED IN OTHER LITIGATION**

27 If a Party is served with a subpoena or a court order issued in other litigation  
28 that compels disclosure of any information or items designated in this Action as

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” that Party must:

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

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

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

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

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

22 9.1 The terms of this Order are applicable to information produced by a  
23 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
24 CONFIDENTIAL.” Such information produced by Non-Parties in connection with  
25 this litigation is protected by the remedies and relief provided by this Order.  
26 Nothing in these provisions should be construed as prohibiting a Non-Party from  
27 seeking additional protections.  
28

1           9.2 In the event that a Party is required, by a valid discovery request, to  
2 produce a Non-Party's confidential information in its possession, and the Party is  
3 subject to an agreement with the Non-Party not to produce the Non-Party's  
4 confidential information, then the Party shall:

5           (a) promptly notify in writing the requesting party and the Non-  
6 Party that some or all of the information requested is subject to a confidentiality  
7 agreement with a Non-Party;

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

11           (c) make the information requested available for inspection by the  
12 Non-Party, if requested.

13           9.3 If the Non-Party fails to seek a protective order from this Court within  
14 21 days of receiving the notice and accompanying information, (or such other time  
15 agreed to by the parties involved), the Receiving Party may produce the Non-  
16 Party's confidential information responsive to the discovery request. If the Non-  
17 Party timely seeks a protective order, the Party shall not produce any information in  
18 its possession or control that is subject to the confidentiality agreement with the  
19 Non-Party before a determination by the court. Absent a court order to the  
20 contrary, the Non-Party shall bear the burden and expense of seeking protection in  
21 this Court of its Protected Material.

22 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

23           If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
24 Protected Material to any person or in any circumstance not authorized under this  
25 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
26 writing the Designating Party of the unauthorized disclosures and all pertinent facts  
27 related to the disclosures, including steps taken to prevent any use or further  
28 dissemination of the Confidential Information or Highly Confidential Information,

1 (b) use its best efforts to retrieve all unauthorized copies of the Protected Material,  
2 (c) inform the person or persons to whom unauthorized disclosures were made of  
3 all the terms of this Order, and (d) request such person or persons to execute the  
4 “Acknowledgment and Agreement to Be Bound” that is attached as **Exhibit A**.

5 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
6 **PROTECTED MATERIAL**

7 11.1 When a Producing Party gives notice to Receiving Parties that certain  
8 inadvertently produced material is subject to a claim of privilege or other protection  
9 (e.g., work product immunity), the obligations of the Receiving Parties are those set  
10 forth in Federal Rule of Civil Procedure 26(b)(5)(B). Pursuant to Federal Rule of  
11 Evidence 502(d) and (e), the Parties agree that the inadvertent or unintentional  
12 disclosure by the Producing Party of material that is privileged or subject to other  
13 protection shall not be deemed a waiver in whole or in part of the claim of privilege  
14 or other protection, either as to the specific information disclosed or as to any other  
15 information relating thereto on the same subject matter. Nothing in this Paragraph  
16 is intended to limit or otherwise modify the protections against waiver afforded by  
17 the Federal Rules of Civil Procedure, Federal Rules of Evidence, or applicable law.

18 11.2 Upon learning of an inadvertent or unintentional disclosure of  
19 privileged information, the Producing Party shall provide written notice to the  
20 Parties who have received such information. Except in the case of a dispute over  
21 the Producing Party’s claim of privilege, within fourteen (14) days of the date of  
22 that written notice, the documents or materials described in that notice shall be  
23 returned to counsel for the Producing Party, and in the same time frame, any notes  
24 or other writing or recordings that copy, summarize, reflect, or discuss the content  
25 of the documents or materials shall be destroyed. No use shall be made of such  
26 documents or materials from such inadvertent production during deposition nor  
27 shall such documents or materials be further disclosed to anyone who did not  
28

1 already have access to them prior to the request by the Producing Party that they be  
2 returned.

3 11.3 If the Receiving Party intends to challenge the assertion of privilege, it  
4 must provide written notice within this fourteen-day period, explaining the grounds  
5 for its challenge. The Producing Party shall initiate the dispute resolution process  
6 under Local Rule 37.1 within fourteen (14) days of date of service of the Receiving  
7 Party's notice disputing a claim of inadvertent production. Pending resolution of  
8 the dispute or Court ruling on the dispute, the party challenging the assertion of  
9 privilege shall segregate the affected documents and materials and shall not make  
10 any use of such information.

11 11.4 If the Parties cannot resolve a challenge without court intervention, the  
12 Receiving Party may move the Court for an order compelling production of any  
13 inadvertently produced or disclosed document or material in compliance with Local  
14 Rule 37, but the motion shall not assert as a ground for production the fact of the  
15 inadvertent production or disclosure.

16 11.5 Nothing herein shall be deemed or construed as a waiver of any  
17 applicable privilege, right of privacy, immunity from production, or proprietary  
18 interest with respect to any document or information.

19 **12. MISCELLANEOUS**

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
21 person to seek its modification by the Court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
23 Protective Order no Party waives any right it otherwise would have to object to  
24 disclosing or producing any information or item on any ground not addressed in  
25 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
26 any ground to use in evidence of any of the material covered by this Protective  
27 Order.  
28

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

7 **13. FINAL DISPOSITION**

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

26 **14. REMEDIES FOR VIOLATIONS OF ORDER**

27           Any willful violation of this Protective Order may be punished by civil or  
28 criminal contempt, financial or evidentiary sanctions, reference to disciplinary

1 authorities, or other appropriate action at the discretion of the Court.

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

3 Dated: October 1, 2021

MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN PLLC

4  
5 By: /s/ Erin J. Ruben  
6 Erin J. Ruben

7 *Attorneys for Plaintiffs*  
8 *Haleh Allahverdi and Haley Burgess*

9  
10 Dated: October 1, 2021

MORRISON & FOERSTER LLP

11 By: /s/ Purvi G. Patel  
12 Purvi G. Patel

13 *Attorneys for Defendant*  
14 *Thinx Inc.*

15 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

16 DATED: October 4, 2021



17 \_\_\_\_\_  
18 United States Magistrate Judge

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**ECF ATTESTATION**

I, Purvi G. Patel, am the ECF User whose ID and password are being used to file this **STIPULATION REGARDING CASE MANAGEMENT DATES PURSUANT TO COURT ORDER**. In accordance with Local Rule 5-4.3.4, concurrence in and authorization of the filing of this document has been obtained from Erin J. Ruben, counsel for Plaintiffs, and I shall maintain records to support this concurrence for subsequent production for the Court if so ordered or for inspection upon request by a party.

Dated: October 1, 2021

MORRISON & FOERSTER LLP

By: /s/ Purvi G. Patel  
Purvi G. Patel

*Attorneys for Defendant  
Thinx Inc.*

**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 in the case of *Haleh Allahverdi and Haley Burgess v. Thinx Inc.*, Case No. 2:20-cv-10341-JVS (JPRx).

I agree to comply with and to be bound by all the terms of the Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_

[print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Protective Order.

Executed this \_\_\_ day of [month, year] in \_\_\_\_\_, [city], [state]

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

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