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

KLINEDINST PC
 2 PARK PLAZA, SUITE 1250
 IRVINE, CALIFORNIA 92614

GINGER ROSALES,
 Plaintiff,
 v.
 BUFFALO WILD WINGS, and DOES
 1 through 100, Inclusive,
 Defendants.

Case No. 2:21-cv-04143-AB (KSx)

**STIPULATED PROTECTIVE
 ORDER**

I. PURPOSES AND LIMITATIONS

A. 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

1 are entitled to confidential treatment under the applicable legal principles.
2 The parties further acknowledge, as set forth in Section XIII(C), below, that
3 this Stipulated Protective Order does not entitle them to file confidential
4 information under seal; Civil Local Rule 79-5 sets forth the procedures that
5 must be followed and the standards that will be applied when a party seeks
6 permission from the Court to file material under seal.

7 **II. GOOD CAUSE STATEMENT**

8 Good cause exists for entry of the Stipulated Protective Order. The nature of
9 the case requires the parties to seek and/or produce documents and
10 information and elicit deposition testimony, the disclosure of which may pose
11 a substantial risk of harm to the parties' legitimate proprietary interests, as
12 well as other interests relating to security and privacy. This Stipulation and
13 Order provides reasonable restrictions on the disclosure of such sensitive
14 material.

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

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

9 **III. DEFINITIONS**

10 A. Action: *Ginger Rosales v. Buffalo Wild Wings., et al.*, Case No. 2:21-
11 cv-04143-AB (KSx).

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

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

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

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

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

28 G. Expert: A person with specialized knowledge or experience in a matter

1 pertinent to the litigation who has been retained by a Party or its counsel to
2 serve as an expert witness or as a consultant in this Action.

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

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

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

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

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

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

22 N. Protected Material: Any Disclosure or Discovery Material that is
23 designated as "CONFIDENTIAL."

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

26 **IV. SCOPE**

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

7 **V. DURATION**

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

16 **VI. DESIGNATING PROTECTED MATERIAL**

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

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

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

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

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

7 B. Manner and Timing of Designations

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

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

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

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

1 produced, the Producing Party must determine which documents,
2 or portions thereof, qualify for protection under this Order.

3 Then, before producing the specified documents, the Producing
4 Party must affix the “CONFIDENTIAL legend” to each page
5 that contains Protected Material. If only a portion or portions of
6 the material on a page qualifies for protection, the Producing
7 Party also must clearly identify the protected portion(s) (e.g., by
8 making appropriate markings in the margins).

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

12 d. For information produced in form other than document
13 and for any other tangible items, that the Producing Party affix in
14 a prominent place on the exterior of the container or containers
15 in which the information is stored the legend
16 “CONFIDENTIAL.” If only a portion or portions of the
17 information warrants protection, the Producing Party, to the
18 extent practicable, shall identify the protected portion(s).

19 C. Inadvertent Failure to Designate

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

26 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

27 A. Timing of Challenges

28 1. Any party or Non-Party may challenge a designation of

1 confidentiality at any time that is consistent with the Court's
2 Scheduling Order.

3 B. Meet and Confer

4 1. The Challenging Party shall initiate the dispute resolution
5 process under Local Rule 37.1 et seq.

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

14 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

15 A. Basic Principles

16 1. A Receiving Party may use Protected Material that is disclosed
17 or produced by another Party or by a Non-Party in connection with this
18 Action only for prosecuting, defending, or attempting to settle this
19 Action. Such Protected Material may be disclosed only to the
20 categories of persons and under the conditions described in this Order.
21 When the Action has been terminated, a Receiving Party must comply
22 with the provisions of Section XIV below.

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

26 B. Disclosure of "CONFIDENTIAL" Information or Items

27 1. Unless otherwise ordered by the Court or permitted in writing by
28 the Designating Party, a Receiving Party may disclose any information

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or item designated “CONFIDENTIAL” only to:

- a. The Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;
- b. The officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;
- c. Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- d. The Court and its personnel;
- e. Court reporters and their staff;
- f. Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary or this Action and who have signed the “Acknowledgment and Agreement to be Bound” attached as Exhibit A hereto;
- g. The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
- h. During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the deposing party requests that the witness sign the “Acknowledgment and Agreement to Be Bound;” and (ii) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment

1 and Agreement to Be Bound,” unless otherwise agreed by the
2 Designating Party or ordered by the Court. Pages of transcribed
3 deposition testimony or exhibits to depositions that reveal
4 Protected Material may be separately bound by the court reporter
5 and may not be disclosed to anyone except as permitted under
6 this Stipulated Protective Order; and

7 i. Any mediator or settlement officer, and their supporting
8 personnel, mutually agreed upon by any of the parties engaged in
9 settlement discussions.

10 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
11 **PRODUCED IN OTHER LITIGATION**

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

- 15 1. Promptly notify in writing the Designating Party. Such
16 notification shall include a copy of the subpoena or court order;
- 17 2. Promptly notify in writing the party who caused the subpoena or
18 order to issue in the other litigation that some or all of the material
19 covered by the subpoena or order is subject to this Protective Order.
20 Such notification shall include a copy of this Stipulated Protective
21 Order; and
- 22 3. Cooperate with respect to all reasonable procedures sought to be
23 pursued by the Designating Party whose Protected Material may be
24 affected.

25 B. If the Designating Party timely seeks a protective order, the Party
26 served with the subpoena or court order shall not produce any information
27 designated in this action as “CONFIDENTIAL” before a determination by the
28 Court from which the subpoena or order issued, unless the Party has obtained

1 the Designating Party’s permission. The Designating Party shall bear the
2 burden and expense of seeking protection in that court of its confidential
3 material and nothing in these provisions should be construed as authorizing or
4 encouraging a Receiving Party in this Action to disobey a lawful directive
5 from another court.

6 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
7 **PRODUCED IN THIS LITIGATION**

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

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

- 18 1. Promptly notify in writing the Requesting Party and the Non-
19 Party that some or all of the information requested is subject to a
20 confidentiality agreement with a Non-Party;
- 21 2. Promptly provide the Non-Party with a copy of the Stipulated
22 Protective Order in this Action, the relevant discovery request(s), and a
23 reasonably specific description of the information requested; and
- 24 3. Make the information requested available for inspection by the
25 Non-Party, if requested.

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

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

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

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

17 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
18 PROTECTED MATERIAL**

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

1 the Court.

2 **XIII. MISCELLANEOUS**

3 A. Right to Further Relief

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

6 B. Right to Assert Other Objections

7 1. By stipulating to the entry of this Protective Order, no Party
8 waives any right it otherwise would have to object to disclosing or
9 producing any information or item on any ground not addressed in this
10 Stipulated Protective Order. Similarly, no Party waives any right to
11 object on any ground to use in evidence of any of the material covered
12 by this Protective Order.

13 C. Filing Protected Material

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

21 **XIV. FINAL DISPOSITION**

22 A. After the final disposition of this Action, as defined in Section V,
23 within sixty (60) days of a written request by the Designating Party, each
24 Receiving Party must return all Protected Material to the Producing Party or
25 destroy such material. As used in this subdivision, "all Protected Material"
26 includes all copies, abstracts, compilations, summaries, and any other format
27 reproducing or capturing any of the Protected Material. Whether the
28 Protected Material is returned or destroyed, the Receiving Party must submit

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2 **EXHIBIT A**
3 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

4 I, _____ [print or type full name], of _____
5 _____ [print or type full address], declare under penalty of perjury that I have
6 read in its entirety and understand the Stipulated Protective Order that was issue by
7 the United States District Court for the Central District of California on
8 _____, 20__ in the case of *Ginger Rosales v. Buffalo Wild Wings, et*
9 *al., et al.*, Case No. 2:21-cv-04143-CAS (KSx). I agree to comply with and to be
10 bound by all the terms of this Stipulated Protective Order and I understand and
11 acknowledge that failure to so comply could expose me to sanctions and punishment
12 in the nature of contempt. I solemnly promise that I will not disclose in any manner
13 any information or item that is subject to this Stipulated Protective Order to any
14 person or entity except in strict compliance with the provisions of this Order.
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18 I further agree to submit to the jurisdiction of the United States District Court
19 for the Central District of California for the purpose of enforcing the terms of this
20 Stipulated Protective Order, even if such enforcement proceedings occur after
21 termination of this action. I hereby appoint _____ [print or type
22 full name] of _____ [print or type full address and
23 telephone number] as my California agent for service of process in connection with
24 this action or any proceedings related to enforcement of this Stipulated Protective
25 Order.
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Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____