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 6 PALMER ADMINISTRATIVE SERVICES, INC.

7
 8 **UNITED STATES DISTRICT COURT**
 9 **CENTRAL DISTRICT OF CALIFORNIA**

Gordon Rees Scully Mansukhani, LLP
 633 West Fifth Street, 52nd floor
 Los Angeles, CA 90071

11 MICHAEL DELONG,

12 Plaintiff,

13 vs.

14 ALLIED VEHICLE PROTECTION;
 15 PALMER ADMINISTRATIVE
 SERVICES, INC., and PAYLINK
 16 DIRECT,

17 Defendants.

CASE NO. 2:21-cv-06165-AB-PD

Hon. Andre Birotte Jr.
 Hon. Patricia Donahue

**STIPULATED PROTECTIVE
 ORDER AND ORDER GRANTING
 STIPULATION**

Complaint Filed: July 30, 2021

1 **TO THE ABOVE-ENTITLED COURT, AND TO ALL PARTIES AND**
2 **THEIR ATTORNEYS OF RECORD:**

3 Plaintiff Michael Delong (“Plaintiff”) and Defendant Palmer Administrative
4 Services (“Defendant”) hereby stipulate as follows:

5 **1. General Provisions**

6 1.1. Purposes and Limitations. Discovery in this action is likely to involve
7 production of confidential, proprietary, or private information for which special
8 protection from public disclosure and from use for any purpose other than
9 prosecuting this litigation may be warranted. Accordingly, the parties hereby
10 stipulate to and petition the Court to enter the following Stipulated Protective
11 Order (“SPO”). The parties acknowledge that this SPO does not confer blanket
12 protections on all disclosures or responses to discovery and that the protection it
13 affords from public disclosure and use extends only to the limited information or
14 items that are entitled to confidential treatment under the applicable legal
15 principles. The parties further acknowledge, as set forth in Section 12.3 below, that
16 this SPO does not entitle them to file confidential information under seal. Instead,
17 Civil Local Rule 79-5 sets forth the procedures that must be followed and the
18 standards that will be applied when a party seeks permission from the court to file
19 material under seal.

20 1.2. Good Cause Statement. This action, which may involve trade secrets,
21 customer data and lists and other valuable research, development, commercial,
22 financial, technical and/or proprietary information for which special protection
23 from public disclosure and from use for any purpose other than prosecution of this
24 action is warranted. Such confidential and proprietary materials and information
25 consist of, among other things, confidential business or financial information,
26 information regarding confidential business practices, or other confidential
27 research, development, or commercial information (including information
28 implicating privacy rights of third parties), information otherwise generally

1 unavailable to the public, or which may be privileged or otherwise protected from
2 disclosure under state or federal statutes, court rules, case decisions, or common
3 law.

4 Accordingly, to expedite the flow of information, to facilitate the prompt
5 resolution of disputes over confidentiality of discovery materials, to adequately
6 protect information the parties are entitled to keep confidential, to ensure that the
7 parties are permitted reasonable necessary uses of such material in preparation for
8 and in the conduct of trial, to address their handling at the end of the litigation, and
9 serve the ends of justice, a protective order for such information is justified in this
10 matter.

11 It is the intent of the parties that information will not be designated as
12 “Confidential” or “Highly Confidential - Attorneys Eyes Only” for tactical reasons
13 and that nothing be so designated without a good faith belief that it has been
14 maintained in a confidential, non-public manner, and there is good cause why it
15 should not be part of the public record of this case.

16 **2. Definitions**

17 2.1 Action: The present lawsuit pending in federal court.

18 2.2 Challenging Party: A Party or Non-Party that challenges the
19 designation of information or items under this Order.

20 2.3 “Confidential” Information or Items: Information (regardless of how it
21 is generated, stored or maintained) or tangible things that qualify for protection
22 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
23 Cause Statement.

24 2.4 Counsel (without qualifier): Outside Counsel of Record and In-House
25 Counsel (as well as their support staff).

26 2.5 Designating Party: A Party or Non-Party that designates information
27 or items that it produces in disclosures or in responses to discovery as
28 “Confidential” or “Highly Confidential - Attorneys Eyes Only.”

1 2.6 Disclosure or Discovery Material: All items or information, regardless
2 of the medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are produced
4 or generated in disclosures or responses to discovery in this matter.

5 2.7 Expert: A person with specialized knowledge or experience in a
6 matter pertinent to the litigation who has been retained by a Party or its counsel to
7 serve as an expert witness or as a consultant in this Action. Any employee of a
8 Receiving Party who is designated as an Expert shall be bound by Section 7,
9 below, and shall not be given access to “Highly Confidential - Attorneys Eyes
10 Only” Information or Items from a Producing Party unless the Producing Party
11 gives express authorization.

12 2.8 “Highly Confidential - Attorneys Eyes Only” Information or Items:
13 Extremely sensitive “Confidential Information or Items,” disclosure of which to
14 another Party or Non-Party would create a substantial risk of serious harm that
15 could not be avoided by less restrictive means.

16 2.9 In-House Counsel: Attorneys who are employees of a party to this
17 Action. In-House Counsel does not include Outside Counsel of Record or any
18 other outside counsel.

19 2.10 Non-Party: Any natural person, partnership, corporation, association,
20 or other legal entity not named as a Party to this action.

21 2.11 Outside Counsel of Record: Attorneys who are not employees of a
22 party to this Action but are retained to represent or advise a party to this Action
23 and have appeared in this Action on behalf of that party or are affiliated with a law
24 firm which has appeared on behalf of that party, and includes support staff.

25 2.12 Party: Any party to this Action, including all of its officers, directors,
26 employees, consultants, retained experts, and Outside Counsel of Record (and their
27 support staffs).
28

1 2.13 Producing Party: A Party or Non-Party that produces Disclosure or
2 Discovery Material in this Action.

3 2.14 Professional Vendors: Persons or entities that provide litigation
4 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)
6 and their employees and subcontractors.

7 2.15 Protected Material: Any Disclosure or Discovery Material that is
8 designated as “Confidential” or “Highly Confidential - Attorneys Eyes Only.”

9 2.16 Receiving Party: A Party that receives Disclosure or Discovery
10 Material from a Producing Party.

11 **3. Scope**

12 3.1. The protections conferred by this SPO cover not only Protected
13 Material (as defined above), but also (1) any information copied or extracted from
14 Protected Material; (2) all copies, excerpts, summaries, or compilations of
15 Protected Material; and (3) any testimony, conversations, or presentations by
16 Parties or their Counsel that might reveal Protected Material.

17 3.2. However, the protections conferred by this SPO do not cover the
18 following information: (a) any information that is in the public domain at the time
19 of disclosure to a Receiving Party or becomes part of the public domain after its
20 disclosure to a Receiving Party as a result of publication not involving a violation
21 of this Order, including becoming part of the public record through trial or
22 otherwise; and (b) any information known to the Receiving Party prior to the
23 disclosure or obtained by the Receiving Party after the disclosure from a source
24 who obtained the information lawfully and under no obligation of confidentiality to
25 the Designating Party.

26 3.3. Any use of Protected Material at trial shall be governed by the orders
27 of the trial judge. This Order does not govern the use of Protected Material at trial.

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1 **4. Duration**

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

10 **5. Designating Protected Material**

11 5.1 Exercise of Restraint and Care in Designating Material for Protection.

12 Each Party or Non-Party that designates information or items for protection under
13 this Order must take care to limit any such designation to specific material that
14 qualifies under the appropriate standards. To the extent that it is practical to do so,
15 the Designating Party must designate for protection only those parts of material,
16 documents, items, or oral or written communications that qualify so that other
17 portions of the material, documents, items, or communications for which
18 protection is not warranted are not swept unjustifiably within the ambit of this
19 Order.

20 Mass, indiscriminate, or routinized designations are discouraged.

21 Designations that are shown to be clearly unjustified or that have been made for an
22 improper purpose (e.g., to unnecessarily encumber the case development process
23 or to impose unnecessary expenses and burdens on other parties) may expose the
24 Designating Party to sanctions.

25 If it comes to a Designating Party's attention that information or items that it
26 designated for protection do not qualify for protection at all or do not qualify for
27 the level of protection initially asserted, that Designating Party must promptly
28 notify all other Parties that it is withdrawing the inapplicable designation. In the

1 event that the Designating Party withdraws designations of produced documents, it
2 will issue a replacement production with the designations omitted unless otherwise
3 agreed by the parties.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in
5 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
7 under this Order must be clearly so designated before the material is disclosed or
8 produced. Designation in conformity with this Order requires:

9 (a) *For information in documentary form* (e.g., paper or electronic
10 documents, but excluding transcripts of depositions or other pretrial or trial
11 proceedings), that the Producing Party affix at a minimum, the legend
12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS EYES
13 ONLY,” to each page that contains protected material. If only a portion or portions
14 of the material on a page qualifies for protection, the Producing Party also must
15 clearly identify the protected portion(s) (e.g., by making appropriate markings in
16 the margins) and must specify, for each portion, the level of protection being
17 asserted.

18 A Party or Non-Party that makes original documents or materials available
19 for inspection need not designate them for protection until after the inspecting
20 Party has indicated which documents or material it would like copied and
21 produced. During the inspection and before the designation, all of the material
22 made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –
23 ATTORNEYS EYES ONLY.” After the inspecting Party has identified the
24 documents it wants copied and produced, the Producing Party must determine
25 which documents, or portions thereof, qualify for protection under this Order.
26 Then, before producing the specified documents, the Producing Party must affix
27 the appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
28 ATTORNEYS EYES ONLY”) to each page that contains Protected Material. If

1 only a portion or portions of the material on a page qualifies for protection, the
2 Producing Party also must clearly identify the protected portion(s) (e.g., by making
3 appropriate markings in the margins) and must specify, for each portion, the level
4 of protection being asserted.

5 (b) *For Testimony Given in Depositions or In Other Pretrial or*
6 *Trial Proceedings*, that the Designating Party identify on the record, before the
7 close of the deposition, hearing, or other proceeding, all protected testimony and
8 specify the level of protection being asserted. When it is impractical to identify
9 separately each portion of testimony that is entitled to protection and it appears that
10 substantial portions of the testimony may qualify for protection, the Designating
11 Party may invoke on the record (before the deposition, hearing, or other
12 proceeding is concluded) a right to have up to 21 days to identify the specific
13 portions of the testimony as to which protection is sought and to specify the level
14 of protection being asserted. Only those portions of the testimony that are
15 appropriately designated for protection within the 21 days (or as otherwise agreed
16 by the parties) shall be covered by the provisions of this Stipulated Protective
17 Order. Alternatively, a Designating Party may specify, at the deposition or up to 21
18 days afterwards if that period is properly invoked, that the entire transcript shall be
19 treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
20 EYES ONLY.”

21 Parties shall give the other parties notice if they reasonably expect a
22 deposition, hearing or other proceeding to include Protected Material so that the
23 other parties can ensure that only authorized individuals who have signed the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
25 proceedings. The use of a document as an exhibit at a deposition shall not in any
26 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
27 – ATTORNEYS’ EYES ONLY.”

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1 Transcripts containing Protected Material shall have an obvious
2 legend on the title page that the transcript contains Protected Material, and the title
3 page shall be followed by a list of all pages (including line numbers as appropriate)
4 that have been designated as Protected Material and the level of protection being
5 asserted by the Designating Party. The Designating Party shall inform the court
6 reporter of these requirements. Any transcript that is prepared before the expiration
7 of a 21-day period for designation shall be treated during that period as if it had
8 been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in
9 its entirety unless otherwise agreed. After the expiration of that period, the
10 transcript shall be treated only as actually designated.

11 (c) *For Information Produced in Some Form Other Than*
12 *Documentary, and For Any Other Tangible Items*, that the Producing Party affix in
13 a prominent place on the exterior of the container or containers in which the
14 information is stored the legend “CONFIDENTIAL” or “HIGHLY
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions
16 of the information warrants protection, the Producing Party, to the extent
17 practicable, shall identify the protected portion(s).

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
19 failure to designate qualified information or items does not, standing alone, waive
20 the Designating Party’s right to secure protection under this Order for such
21 material. Upon timely correction of a designation, the Receiving Party must make
22 reasonable efforts to assure that the material is treated in accordance with the
23 provisions of this Order.

24 **6. Challenging Confidentiality Designations**

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
26 designation of confidentiality at any time that is consistent with the Court’s
27 Scheduling Order. A Party does not waive its right to challenge a confidentiality
28 designation by electing not to mount a challenge promptly after the original

1 designation is disclosed, unless a prompt challenge to a Designating Party’s
2 confidentiality designation is necessary to avoid foreseeable, substantial
3 unfairness, unnecessary economic burdens, or a significant disruption or delay of
4 the Court’s litigation.

5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
6 resolution process under Local Rule 37.1 et seq.

7 6.3 Burden of Persuasion. The burden of persuasion in any such
8 challenge proceeding shall be on the Designating Party. Frivolous challenges, and
9 those made for an improper purpose (e.g., to harass or impose unnecessary
10 expenses and burdens on other parties) may expose the Challenging Party to
11 sanctions. Unless the Designating Party has waived or withdrawn the
12 confidentiality designation all parties shall continue to afford the material in
13 question the level of protection to which it is entitled under the Producing Party’s
14 designation until the Court rules on the challenge.

15 **7. Access to and Use of Protected Material**

16 7.1 Basic Principles. A Receiving Party may use Protected Material that is
17 disclosed 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 Action. Such
19 Protected Material may be disclosed only to the categories of persons and under
20 the conditions described in this Order. When the Action has been terminated, a
21 Receiving Party must comply with the provisions of Section 13 (“Final
22 Disposition”) below. Protected Material must be stored and maintained by a
23 Receiving Party at a location and in a secure manner that ensures that access is
24 limited to the persons authorized under this Order.

25 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
26 otherwise ordered by the court or permitted in writing by the Designating Party, a
27 Receiving Party may disclose any information or item designated
28 “CONFIDENTIAL” only to:

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

4 (b) the Receiving Party, or if the Receiving Party is not an
5 individual, the officers, directors, employees, or affiliates of the Receiving Party to
6 whom disclosure is reasonably necessary for this Action;

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

10 (d) the court and its personnel;

11 (e) court reporters and their staff;

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

16 (g) the author, addressee, or carbon copy recipient of a document
17 containing the information or a custodian or other person who otherwise possessed
18 or knew the information. In addition, regardless of its designation, if the document
19 makes reference to the actual or alleged conduct or statement of a person, Outside
20 Counsel may discuss such conduct or statements with such person, provided that
21 such discussions do not disclose or reveal any other Protected Material beyond the
22 actual or alleged conduct or statement of that person;

23 (h) any mediator or settlement officer, and their supporting
24 personnel.

25 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
26 ONLY” Information or Items. Unless otherwise ordered by the court or permitted
27 in writing by the Designating Party, a Receiving Party may disclose any
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1 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
2 EYES ONLY” only to:

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

6 (b) In-House Counsel of the Receiving Party to whom disclosure is
7 reasonably necessary for this Action and who have signed the “Acknowledgment
8 and Agreement to Be Bound” (Exhibit A);

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

12 (d) the court and its personnel;

13 (e) court reporters and their staff;

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

17 (g) the author, addressee, or carbon copy recipient of a document
18 containing the information or a custodian or other person who otherwise possessed
19 or knew the information. In addition, regardless of its designation, if the document
20 makes reference to the actual or alleged conduct or statement of a person, Outside
21 Counsel may discuss such conduct or statements with such person, provided that
22 such discussions do not disclose or reveal any other Protected Material beyond the
23 actual or alleged conduct or statement of that person;

24 (h) any mediator or settlement officer, and their supporting
25 personnel.

1 **8. Protected Material Subpoenaed or Ordered Produced in Other**
2 **Litigation**

3 8.1. If a Party is served with a subpoena or a court order issued in other
4 litigation that compels disclosure of any information or items designated in this
5 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
6 EYES ONLY,” that Party must:

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

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

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

15 8.2. If the Designating Party timely seeks a protective order, the Party
16 served with the subpoena or court order shall not produce any information
17 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
18 ATTORNEYS EYES ONLY” before a determination by the court from which the
19 subpoena or order issued, unless the Party has obtained the Designating Party’s
20 permission. The Designating Party shall bear the burden and expense of seeking
21 protection in that court of its confidential or highly confidential material and
22 nothing in these provisions should be construed as authorizing or encouraging a
23 Receiving Party in this Action to disobey a lawful directive from another court.

24 **9. A Non-Party’s Protected Material Sought to Be Produced in This**
25 **Litigation**

26 9.1. The terms of this Order are applicable to information produced by a
27 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
28 CONFIDENTIAL – ATTORNEYS EYES ONLY.” Such information produced by

1 Non-Parties in connection with this litigation is protected by the remedies and
2 relief provided by this Order. Nothing in these provisions should be construed as
3 prohibiting a Non-Party from seeking additional protections.

4 9.2. In the event that a Party is required, by a valid discovery request, to
5 produce a Non-Party's confidential or highly confidential information in its
6 possession, and the Party is subject to an agreement with the Non-Party not to
7 produce the Non-Party's confidential or highly confidential information, then the
8 Party shall:

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

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

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

17 9.3. If the Non-Party fails to object or seek a protective order from this
18 court within 14 days of receiving the notice and accompanying information, the
19 Receiving Party may produce the Non-Party's confidential or highly confidential
20 information responsive to the discovery request. If the Non-Party timely seeks a
21 protective order, the Receiving Party shall not produce any information in its
22 possession or control that is subject to the confidentiality agreement with the Non-
23 Party before a determination by the court. Absent a court order to the contrary, the
24 Non-Party shall bear the burden and expense of seeking protection in this court of
25 its Protected Material.

26 **10. Unauthorized Disclosure of Protected Material**

27 If a Receiving Party learns that, by inadvertence or otherwise, it has
28 disclosed Protected Material to any person or in any circumstance not authorized

1 under this Stipulated Protective Order, the Receiving Party must immediately (a)
2 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
3 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
4 the person or persons to whom unauthorized disclosures were made of all the terms
5 of this Order, and (d) request such person or persons to execute the
6 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
7 A.

8 **11. Inadvertent Production of Privileged or Otherwise Protected Material**

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

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 SPO.

27 12.3 Filing Protected Material. Without written permission from the
28 Designating Party or a court order secured after appropriate notice to all interested

1 persons, a Party may not file in the public record in this action any Protected
2 Material. A Party that seeks to file under seal any Protected Material must comply
3 with Civil Local Rule 79-5. Protected Material may only be filed under seal
4 pursuant to a court order authorizing the sealing of the specific Protected Material
5 at issue. If a Party's request to file Protected Material under seal is denied by the
6 court, then the Receiving Party may file the information in the public record unless
7 otherwise instructed by the court.

8 **13. Final Disposition**

9 13.1. After the final disposition of this Action, as defined in paragraph 4,
10 within 60 days of a written request by the Designating Party, each Receiving Party
11 must return all Protected Material to the Producing Party or destroy such material.
12 As used in this subdivision, "all Protected Material" includes all copies, abstracts,
13 compilations, summaries, and any other format reproducing or capturing any of the
14 Protected Material.

15 13.2. Whether the Protected Material is returned or destroyed, the
16 Receiving Party must submit a written certification to the Producing Party (and, if
17 not the same person or entity, to the Designating Party) by the 60 day deadline that
18 (1) identifies (by category, where appropriate) all the Protected Material that was
19 returned or destroyed and (2) affirms that the Receiving Party has not retained any
20 copies, abstracts, compilations, summaries or any other format reproducing or
21 capturing any of the Protected Material.

22 13.3. Notwithstanding this provision, Counsel are entitled to retain an
23 archival copy of all pleadings, motion papers, trial, deposition, and hearing
24 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
25 reports, attorney work product, and consultant and expert work product, even if
26 such materials contain Protected Material. Any such archival copies that contain or
27 constitute Protected Material remain subject to this Protective Order as set forth in
28 Section 4 ("Duration").

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

4 IT IS SO STIPULATED.

5
6 Dated: April 15, 2022

GORDON REES SCULLY MANSUKHANI, LLP

7
8 By: s/Sean P. Flynn
9 Sean P. Flynn
10 Attorneys for Defendant
11 Palmer Administrative Services, Inc.

12 Dated: April 15, 2022

KIMMEL & SILVERMAN, P.C.

13
14 By: /s/ Joseph D. Steward, III
15 Joseph D. Steward, III
16 Attorneys for Plaintiff
17 Michael Delong

18 **CERTIFICATE OF SIGNATURE AUTHORITY**

19 Pursuant to L.R. 5-4.3.4, I hereby attest that all signatories listed, and on
20 whose behalf this filing was submitted, concur in the filing's content and have
21 authorized the filing.

22 By: /s/

23
24 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

25 DATED: April 15, 2022

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27 _____
28 Patricia Donahue
United States Magistrate Judge

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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[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 Delong v. Allied Vehicle Protection, et al., Case No. 2:21-cv-06165-AB-PD
(C.D. Cal.). I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item
that is subject to this Stipulated Protective Order to any person or entity except in
strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
Court for the Central District of California for the purpose of enforcing the terms
of this Stipulated Protective Order, even if such enforcement proceedings occur
after termination of this action. I hereby appoint _____ [name] of
_____ [address and telephone] 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: _____

Cite and State: _____

Printed Name: _____

Signature: _____