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

ADAM STRUCK, individually and doing
business as STRUCK CAPITAL, and
STRUCK CAPITAL MANAGEMENT LLC,
a Delaware Limited Liability Company,

Plaintiffs,

v.

YIDA GAO, an individual, SAND HILL
ADVISORS PR LLC, a Puerto Rican limited
liability company, SHIMA CAPITAL
MANAGEMENT LLC, a Puerto Rican limited
liability company, and Does 1-50,

Defendants.

YIDA GAO, an individual; SAND HILL
ADVISORS PR LLC, a Puerto Rican limited
liability company, and SHIMA CAPITAL
MANAGEMENT LLC, a Puerto Rican limited
liability company;

Counterclaimants,

**CASE NO. 2:22-cv-02415-SPG-
MAAx**

**ORDER GRANTING STIPULATED
PROTECTIVE ORDER**

Assigned to Honorable Sherilyn Peace
Garnett

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v.
ADAM STRUCK, individually and doing
business as STRUCK CAPITAL; STRUCK
CAPITAL MANAGEMENT, LLC, a
Delaware Limited Liability Company;
STRUCK CAPITAL FUND GP LLC, a
Delaware Limited Liability Company;
STRUCK CAPITAL FUND II GP, LLC, a
Delaware Limited Liability Company; and
DOES 1-50, inclusive,

Counter Respondents.

1 On November 15, 2022, the parties filed a Stipulated Protective Order. A
2 copy of the Stipulated Protective Order is attached as **Exhibit A**.

3 The Court, having considered the parties' stipulation and finding good cause
4 therefore, hereby GRANTS the stipulation.

5
6 DATED: November 16, 2022



HON. MARIA A. AUDERO

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EXHIBIT A

1 ORSUS GATE LLP
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11 *Attorneys for Yida Gao, Sand Hill Advisors*
12 *PR LLC, and Shima Capital Management*
13 *LLC*

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA
16 (Western Division – Los Angeles)

17 ADAM STRUCK, individually and
18 doing business as STRUCK CAPITAL,
19 and STRUCK CAPITAL
20 MANAGEMENT LLC, a Delaware
21 Limited Liability Company,

22 Plaintiffs,

23 v.

24 YIDA GAO, an individual, SAND
25 HILL ADVISORS PR LLC, a Puerto
26 Rican limited liability company,
27 SHIMA CAPITAL MANAGEMENT
28 LLC, a Puerto Rican limited liability
company, and Does 1-50,

Defendants.

Case No. 2:22-cv-02415-SPG-MAA

**STIPULATED PROTECTIVE
ORDER**

Complaint Filed: April 11, 2022

Hon. Judge Maria A. Audero

1 YIDA GAO, an individual; SAND
2 HILL ADVISORS PR LLC, a Puerto
3 Rican limited liability company, and
4 SHIMA CAPITAL MANAGEMENT
5 LLC, a Puerto Rican limited liability
6 company;

7 Counterclaimants,

8 v.

9 ADAM STRUCK, individually and
10 doing business as STRUCK
11 CAPITAL; STRUCK CAPITAL
12 MANAGEMENT, LLC, a Delaware
13 Limited Liability Company; STRUCK
14 CAPITAL FUND GP LLC, a Delaware
15 Limited Liability Company; STRUCK
16 CAPITAL FUND II GP, LLC, a
17 Delaware Limited Liability Company;
18 and DOES 1-50, inclusive,

19 Counter Respondents.

1 **1. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Stipulated Protective Order does not confer blanket protections on all disclosures or
8 responses to discovery and that the protection it affords from public disclosure and
9 use extends only to the limited information or items that are entitled to confidential
10 treatment under the applicable legal principles. The parties further acknowledge, as
11 set forth in Section 13.3 below, that this Stipulated Protective Order does not entitle
12 them to file confidential information under seal; Local Rule 79-5 sets forth the
13 procedures that must be followed and the standards that will be applied when a
14 party seeks permission from the Court to file material under seal.

15
16 **2. GOOD CAUSE STATEMENT**

17 This action is likely to involve trade secrets, customer and lists and other
18 valuable research, commercial, financial, and/or proprietary information for which
19 special protection from public disclosure and from use for any purpose other than
20 prosecution of this action is warranted. Such confidential and proprietary materials
21 and information consist of, among other things, confidential business or financial
22 information, information regarding confidential business practices, or other
23 confidential research or commercial information (including information implicating
24 privacy rights of third parties), information otherwise generally unavailable to the
25 public, or which may be privileged or otherwise protected from disclosure under
26 state or federal statutes, court rules, case decisions, or common law.

27 Accordingly, to expedite the flow of information, to facilitate the prompt
28 resolution of disputes over confidentiality of discovery materials, to adequately

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

9
10 **3. DEFINITIONS**

11 3.1 Action: This pending federal lawsuit, as well as the related arbitration
12 action, JAMS Ref. No. 1220070962, and the action pending in the Los
13 Angeles Superior Court, Case No. 21SMCV00555.

14 3.2 Challenging Party: A Party or Non-Party that challenges the
15 designation of information or items under this Stipulated Protective
16 Order.

17 3.3 “CONFIDENTIAL” Information or Items: The term
18 “CONFIDENTIAL” means any answer, testimony, document, article,
19 information, thing, or any portion or portions thereof, produced or
20 disclosed in discovery, or during the hearing in this action, which the
21 disclosing party or non-party considers in good faith to contain their
22 confidential information and any information concerning any party or
23 non-party that is not otherwise publicly available or accessible. All
24 copies of materials properly designated as “CONFIDENTIAL,” and all
25 extracts, abstracts, charts, summaries, and notes made from materials
26 properly designated as “CONFIDENTIAL,” shall be Confidential.

27 3.4 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”
28 Information or Items: The term, “HIGHLY CONFIDENTIAL --

1 ATTORNEYS’ EYES ONLY” means any answer, testimony,
2 document, article, information, thing, or any portion or portions
3 thereof, produced or disclosed in discovery, or during the hearing in
4 this action, which the disclosing party considers in good faith to be not
5 generally known to others, and has significant competitive value such
6 that unrestricted disclosure to others, including the opposing party or
7 parties, would create a substantial risk of serious injury, and that the
8 disclosing party (i) would not normally reveal to third parties except in
9 confidence, or has undertaken with others to maintain in confidence, or
10 (ii) believes in good faith is significantly sensitive and protected by a
11 right to privacy under federal or state law or any other applicable
12 privilege or right related to confidentiality or privacy, above and
13 beyond the “Confidential” designation. All copies of materials
14 properly designated as “HIGHLY CONFIDENTIAL -- ATTORNEYS’
15 EYES ONLY,” and all extracts, abstracts, charts, summaries, and notes
16 made from materials properly designated as “HIGHLY
17 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY,” shall be
18 Attorneys’ Eyes Only Material.

19 3.5 Counsel: Outside Counsel of Record and In-House Counsel (as well as
20 their support staff).

21 3.6 Designating Party: A Party or Nonparty that designates information or
22 items that it produces in disclosures or in responses to discovery as
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --
24 ATTORNEYS’ EYES ONLY.”

25 3.7 Disclosure or Discovery Material: All items or information, regardless
26 of the medium or manner in which it is generated, stored, or
27 maintained (including, among other things, testimony, transcripts, and
28 tangible things), that is produced or generated in disclosures or

- 1 responses to discovery in this matter.
- 2 3.8 Expert: A person with specialized knowledge or experience in a
3 matter pertinent to the litigation who has been retained by a Party or its
4 counsel to serve as an expert witness or as a consultant in this Action.
- 5 3.9 In-House Counsel: Attorneys who are employees of a party to this
6 Action. House Counsel does not include Outside Counsel of Record or
7 any other outside counsel.
- 8 3.10 Non-Party: Any natural person, partnership, corporation, association,
9 or other legal entity not named as a Party to this action.
- 10 3.11 Outside Counsel of Record: Attorneys who are not employees of a
11 party to this Action but are retained to represent or advise a party to
12 this Action and have appeared in this Action on behalf of that party or
13 are affiliated with a law firm which has appeared on behalf of that
14 party, and includes support staff.
- 15 3.12 Party: Any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of
17 Record (and their support staffs).
- 18 3.13 Producing Party: A Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.
- 20 3.14 Professional Vendors: Persons or entities that provide litigation
21 support services (e.g., photocopying, videotaping, translating,
22 preparing exhibits or demonstrations, and organizing, storing, or
23 retrieving data in any form or medium) and their employees and
24 subcontractors.
- 25 3.15 Protected Material: Any Disclosure or Discovery Material that is
26 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL —
27 ATTORNEYS’ EYES ONLY.”
- 28 3.16 Receiving Party: A Party that receives Disclosure or Discovery

1 Material from a Producing Party.

2

3 **4. SCOPE**

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

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

12

13 **5. DURATION**

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

22

23 **6. DESIGNATING PROTECTED MATERIAL**

24 **6.1 Exercise of Restraint and Care in Designating Material for Protection.**

25 Each Party or Non-Party that designates information or items for protection
26 under this Stipulated Protective Order must take care to limit any such designation
27 to specific material that qualifies under the appropriate standards. The Designating
28 Party must designate for protection only those parts of material, documents, items,

1 or oral or written communications that qualify so that other portions of the material,
2 documents, items, or communications for which protection is not warranted are not
3 swept unjustifiably within the ambit of this Stipulated Protective Order.

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

9 6.2 Manner and Timing of Designations.

10 Except as otherwise provided in this Stipulated Protective Order (*see, e.g.*,
11 Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure or Discovery
12 Material that qualifies for protection under this Stipulated Protective Order must be
13 clearly so designated before the material is disclosed or produced.

14 Designation in conformity with this Stipulated Protective Order requires the
15 following:

- 16 (a) for information in documentary form (*e.g.*, paper or electronic
17 documents, but excluding transcripts of depositions), that the
18 Producing Party affix at a minimum, the legend “CONFIDENTIAL”
19 or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” to
20 each page that contains protected material. If only a portion or
21 portions of the material on a page qualifies for protection, the
22 Producing Party also must clearly identify the protected portion(s)
23 (*e.g.*, by making appropriate markings in the margins).
- 24 (b) A Party or Non-Party that makes original documents or materials
25 available for inspection need not designate them for protection until
26 after the inspecting Party has indicated which material it would like
27 copied and produced. During the inspection and before the designation,
28 all of the material made available for inspection shall be deemed

1 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After
2 the inspecting Party has identified the documents it wants copied and
3 produced, the Producing Party must determine which documents, or
4 portions thereof, qualify for protection under this Order. Then, before
5 producing the specified documents, the Producing Party must affix the
6 appropriate legend (“CONFIDENTIAL” or “HIGHLY
7 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that
8 contains Protected Material. If only a portion or portions of the
9 material on a page qualifies for protection, the Producing Party also
10 must clearly identify the protected portion(s) (e.g., by making
11 appropriate markings in the margins) and must specify, for each
12 portion, the level of protection being asserted.

13 (c) For testimony given in deposition or in other pretrial or trial
14 proceedings, that the Designating Party identify on the record, before
15 the close of the deposition, hearing, or other proceeding, all protected
16 testimony and specify the level of protection being asserted. When it is
17 impractical to identify separately each portion of testimony that is
18 entitled to protection and it appears that substantial portions of the
19 testimony may qualify for protection, the Designating Party may
20 invoke on the record (before the deposition, hearing, or other
21 proceeding is concluded) a right to have up to 30 days to identify the
22 specific portions of the testimony as to which protection is sought and
23 to specify the level of protection being asserted. Only those portions of
24 the testimony that are appropriately designated for protection within
25 the 30 days shall be covered by the provisions of this Stipulated
26 Protective Order. Alternatively, a Designating Party may specify, at
27 the deposition or up to 30 days afterwards if that period is properly
28 invoked, that the entire transcript shall be treated as

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
2 ATTORNEYS’ EYES ONLY.”

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

11 (e) Transcripts containing Protected Material shall have an obvious legend
12 on the title page that the transcript contains Protected Material, and the
13 title page shall be followed by a list of all pages (including line
14 numbers as appropriate) that have been designated as Protected
15 Material and the level of protection being asserted by the Designating
16 Party. The Designating Party shall inform the court reporter of these
17 requirements. Any transcript that is prepared before the expiration of a
18 30-day period for designation shall be treated during that period as if it
19 had been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
20 EYES ONLY” in its entirety unless otherwise agreed. After the
21 expiration of that period, the transcript shall be treated only as actually
22 designated.

23 (c) For information produced in some form other than documentary and
24 for any other tangible items, that the Producing Party affix in a
25 prominent place on the exterior of the container or containers in which
26 the information is stored the legend “CONFIDENTIAL” or “HIGHLY
27 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.” If only a portion
28 or portions of the information warrants protection, the Producing Party,

1 to the extent practicable, shall identify the protected portion(s).

2

3 6.3 Inadvertent Failures to Designate.

4 If timely corrected, an inadvertent failure to designate qualified information
5 or items does not, standing alone, waive the Designating Party’s right to secure
6 protection under this Stipulated Protective Order for such material. Upon timely
7 correction of a designation, the Receiving Party must make reasonable efforts to
8 assure that the material is treated in accordance with the provisions of this
9 Stipulated Protective Order.

10

11 7. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

12 7.1 Timing of Challenges.

13 Any Party or Non-Party may challenge a designation of confidentiality at any
14 time that is consistent with the Court’s Scheduling Order.

15 7.2 Meet and Confer.

16 The Challenging Party shall initiate the dispute resolution process under
17 Local Rule 37-1 et seq. and with Section 4 of Judge Audero’s Procedures
18 (“Mandatory Telephonic Conference for Discovery Disputes”).¹

19 7.3 Burden of Persuasion

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

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28 ¹ Judge Audero’s Procedures are available at <https://www.cacd.uscourts.gov/honorable-maria-audero>.

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8. ACCESS TO AND USE OF PROTECTED MATERIAL

8.1 Basic Principles.

A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Stipulated Protective Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section 13 below.

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

8.2 Disclosure of “CONFIDENTIAL” Information or Items.

Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

- (a) the Parties;
- (b) 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;
- (c) the officers, directors, and employees (including In-House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;
- (d) any deposition, trial, or hearing witness in the Action who is currently or was previously an officer, director, partner, member, employee, or agent of any entity that has had access to the materials at issue;
- (e) any deposition, trial, or hearing witness in the Action who previously has had access to the materials at issue;

- 1 (f) Experts (as defined in this Stipulated Protective Order) of the
2 Receiving Party to whom disclosure is reasonably necessary for this
3 Action and who have signed the “Acknowledgment and Agreement to
4 Be Bound” (Exhibit A);
- 5 (g) the court and its personnel;
- 6 (h) private court reporters and their staff to whom disclosure is reasonably
7 necessary for this Action and who have signed the “Acknowledgment
8 and Agreement to Be Bound” (Exhibit A);
- 9 (i) professional jury or trial consultants, mock jurors, and Professional
10 Vendors to whom disclosure is reasonably necessary for this Action
11 and who have signed the “Acknowledgment and Agreement to Be
12 Bound” (Exhibit A);
- 13 (j) the author or recipient of a document containing the information or a
14 custodian or other person who otherwise possessed or knew the
15 information to whom disclosure is reasonably necessary for this Action
16 and who have signed the “Acknowledgment and Agreement to Be
17 Bound” (Exhibit A);
- 18 (k) during their depositions, witnesses, and attorneys for witnesses, in the
19 Action who did not previously have access to the materials at issue but
20 to whom disclosure is reasonably necessary provided: (1) the deposing
21 party requests that the witness sign the “Acknowledgment and
22 Agreement to Be Bound” (Exhibit A); and (2) they will not be
23 permitted to keep any confidential information unless they sign the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
25 otherwise agreed by the Designating Party or ordered by the court.
26 Pages of transcribed deposition testimony or exhibits to depositions
27 that reveal Protected Material may be separately bound by the court
28 reporter and may not be disclosed to anyone except as permitted under

1 this Stipulated Protective Order; and
2 (l) any mediator or settlement officer, and their supporting personnel,
3 mutually agreed upon by any of the parties engaged in settlement
4 discussions.

5 8.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
6 ONLY” Information or Items. Unless otherwise ordered by the court or permitted
7 in writing by the Designating Party, a Receiving Party may disclose any
8 information or item designated “HIGHLY CONFIDENTIAL” only to the persons
9 as set for above in Paragraphs 8.2(b), 8.2(f), 8.2(g), 8.2(h), 8.2(i), and 8.2(l).

10

11 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
12 **PRODUCED IN OTHER LITIGATION**

13 If a Party is served with a subpoena or a court order issued in other litigation,
14 other than those as defined as the Action, that compels disclosure of any
15 information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY
16 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY,” that Party must:

- 17 (a) promptly notify in writing the Designating Party. Such notification
18 shall include a copy of the subpoena or court order unless prohibited
19 by law;
20 (b) promptly notify in writing the party who caused the subpoena or order
21 to issue in the other litigation that some or all of the material covered
22 by the subpoena or order is subject to this Stipulated Protective Order.
23 Such notification shall include a copy of this Stipulated Protective
24 Order; and
25 (c) cooperate with respect to all reasonable procedures sought to be
26 pursued by the Designating Party whose Protected Material may be
27 affected.

28

1 If the Designating Party timely seeks a protective order, the Party served with
2 the subpoena or court order shall not produce any information designated in this
3 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’
4 EYES ONLY” before a determination by the court from which the subpoena or
5 order issued, unless the Party has obtained the Designating Party’s permission, or
6 unless otherwise required by the law or court order. The Designating Party shall
7 bear the burden and expense of seeking protection in that court of its confidential
8 material and nothing in these provisions should be construed as authorizing or
9 encouraging a Receiving Party in this Action to disobey a lawful directive from
10 another court.

11
12 **10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
13 **PRODUCED IN THIS LITIGATION**

14 10.1 Application

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

21 10.2 Notification

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

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

- 1 (b) promptly provide the Non-Party with a copy of the Stipulated
- 2 Protective Order in this Action, the relevant discovery request(s), and a
- 3 reasonably specific description of the information requested; and
- 4 (c) make the information requested available for inspection by the Non-
- 5 Party, if requested.

6 10.3 Conditions of Production

7 If a Non-Party represented by counsel fails to commence the process called
8 for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice and
9 accompanying information or fails contemporaneously to notify the Receiving
10 Party that it has done so, the Receiving Party may produce the Non-Party's
11 confidential information responsive to the discovery request. If an unrepresented
12 Non-Party fails to seek a protective order from this court within 14 days of
13 receiving the notice and accompanying information, the Receiving Party may
14 produce the Non-Party's confidential information responsive to the discovery
15 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
16 not produce any information in its possession or control that is subject to the
17 confidentiality agreement with the Non-Party before a determination by the court
18 unless otherwise required by the law or court order. Absent a court order to the
19 contrary, the Non-Party shall bear the burden and expense of seeking protection in
20 this court of its Protected Material.

21
22 **11. 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, (b) use its best efforts
27 to retrieve all unauthorized copies of the Protected Material, (c) inform the person
28 or persons to whom unauthorized disclosures were made of all the terms of this

1 Order, and (d) request such person or persons to execute the “Acknowledgment and
2 Agreement to Be Bound” (Exhibit A).

3
4 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
5 **PROTECTED MATERIAL**

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

16 The inadvertent production by a Party or Non-Party to the Action of any
17 document, testimony, or information during discovery in this Action without a
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
19 ONLY” designation, or any document protected by the attorney-client or work
20 product doctrine, shall be without prejudice to any claim that such item is
21 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
22 ONLY,” privileged, or protected, and such Party or Non-Party shall not be held to
23 have waived any rights by such inadvertent production, including but not limited to
24 the attorney-client privilege, the protection afforded to work-product materials or
25 the subject matter thereof, or the confidential nature of any such information.

26
27 **13. MISCELLANEOUS**

28 13.1 Right to Further Relief.

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

3 13.2 Right to Assert Other Objections.

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

9 13.3 Filing Protected Material.

10 A Party that seeks to file under seal any Protected Material must comply
11 with Civil Local Rule 79-5 and with any pertinent orders of the assigned District
12 Judge and Magistrate Judge. Protected Material may only be filed under seal
13 pursuant to a court order authorizing the sealing of the specific Protected Material
14 at issue. If a Party's request to file Protected Material under seal is denied by the
15 court, then the Receiving Party may file the information in the public record unless
16 otherwise instructed by the court.

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18 **14. FINAL DISPOSITION**

19 After the final disposition of this Action, within sixty (60) days of a written
20 request by the Designating Party, each Receiving Party must return all Protected
21 Material to the Producing Party or destroy such material. As used in this
22 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
23 summaries, and any other format reproducing or capturing any of the Protected
24 Material. Whether the Protected Material is returned or destroyed, the Receiving
25 Party must submit a written certification to the Producing Party (and, if not the
26 same person or entity, to the Designating Party) by the 60 day deadline that (1)
27 identifies (by category, where appropriate) all the Protected Material that was
28 returned or destroyed and (2) affirms that the Receiving Party has not retained any

1 copies, abstracts, compilations, summaries or any other format reproducing or
2 capturing any of the Protected Material. Notwithstanding this provision, Counsel
3 are entitled to retain an archival copy of all pleadings, motion papers, trial,
4 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
5 and trial exhibits, expert reports, attorney work product, and consultant and expert
6 work product, even if such materials contain Protected Material. Any such archival
7 copies that contain or constitute Protected Material remain subject to this Stipulated
8 Protective Order as set forth in Section 5.

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1 **15. VIOLATION**

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

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

8 Dated: November 15, 2022

MILLER BARONDESS, LLP
Amnon Z. Siegel
Landon J. Dial

11 By /s/ Amnon Z. Siegel
Amnon Z. Siegel
Attorneys Plaintiffs and Counter-
Respondents

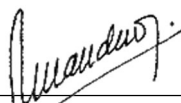
14 Dated: November 15, 2022

ORSUS GATE LLP
Denis Shmidt
Nabil Bisharat
Jennifer Haidar

17 By /s/ Denis Shmidt
Denis Shmidt
Attorneys Defendants and Counterclaimants

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

24 Dated: November 16, 2022



Maria A. Audero
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [NAME],

_____ [POSITION AND EMPLOYER],

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 *Struck et al. v. Gao et al.*, Case No. 2:22-cv-02415-SPG-MAA. 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 Stipulated Protective 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 NUMBER] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Signature: _____

Printed Name: _____

Date: _____

City and State Where Sworn and Signed: _____

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CERTIFICATION OF SERVICE

The undersigned hereby certifies that on November 16, 2022, all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court’s CM/ECF system.

By: /s/ Denis Shmidt
Denis Shmidt

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