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 MIDLAND FUNDING, LLC

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

10 **ARLIN SAHNAZOGLU.**  
 Plaintiff.  
 11  
 v.  
 12 **MIDLAND FUNDING, LLC and**  
**DOES 1 through 10 inclusive,**  
 13  
 Defendants.  
 14

Case No.: 2:22-cv-02805-MCS-PD

**ORDER**  
**GRANTING STIPULATED**  
**PROTECTIVE ORDER**

1 On January 13, 2023, the Parties filed a Stipulated Protective Order. The Court, having  
2 considered the Parties' Stipulated Protective Order and finding good cause, hereby GRANTS  
3 the same as set forth below.

4 **I. A. PURPOSES AND LIMITATIONS**

5 Discovery in this action is likely to involve production of confidential, proprietary, or  
6 private information for which special protection from public disclosure and from use for any  
7 purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby  
8 stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties  
9 acknowledge that this Order does not confer blanket protections on all disclosures or responses  
10 to discovery and that the protection it affords from public disclosure and use extends only to the  
11 limited information or items that are entitled to confidential treatment under the applicable legal  
12 principles.

13 **B. GOOD CAUSE STATEMENT**

14 This action is likely to involve of confidential, proprietary, or private information, such as  
15 Defendant's policies and procedures, for which special protection from public disclosure and  
16 from use for any purpose other than prosecution of this action is warranted. Such confidential and  
17 proprietary materials and information consist of, among other things, confidential business or  
18 financial information, information regarding confidential business practices, or other confidential  
19 research, development, or commercial information (including information implicating privacy  
20 rights of third parties), information otherwise generally unavailable to the public, or which may  
21 be privileged or otherwise protected from disclosure under state or federal statutes, court rules,  
22 case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the  
23 prompt resolution of disputes over confidentiality of discovery materials, to adequately protect  
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1 information the parties are entitled to keep confidential, to ensure that the parties are permitted  
2 reasonable necessary uses of such material in preparation for and in the conduct of trial, to address  
3 their handling at the end of the litigation, and serve the ends of justice, a protective order for such  
4 information is justified in this matter. It is the intent of the parties that information will not be  
5 designated as confidential for tactical reasons and that nothing be so designated without a good  
6 faith belief that it has been maintained in a confidential, non-public manner, and there is good  
7 cause why it should not be part of the public record of this case.

8 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL**

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

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

1 Further, if a party requests sealing related to a dispositive motion or trial, then compelling  
2 reasons, not only good cause, for the sealing must be shown, and the relief sought shall be  
3 narrowly tailored to serve the specific interest to be protected. *See Pintos v. Pacific Creditors*  
4 *Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of information, document, or  
5 thing sought to be filed or introduced under seal in connection with a dispositive motion or trial,  
6 the party seeking protection must articulate compelling reasons, supported by specific facts and  
7 legal justification, for the requested sealing order. Again, competent evidence supporting the  
8 application to file documents under seal must be provided by declaration.

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

## 15 **II. DEFINITIONS**

16 A. Action: The Case entitled *Arlin Sahnazoglu v. Midland Funding, LLC, et al.*,  
17 pending in the United States District Court for the Central District of California, Case No.: 2:22-  
18 cv-02805-MCS-PD.

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

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

1 D. Confidential-Attorneys' Eyes Only ("Confidential-AEO"): Any information  
2 which belongs to a Designating Party who believes in good faith that the disclosure of such  
3 information to another Party or non-Party would create a substantial risk of serious financial or  
4 other injury that cannot be avoided by less restrictive means. Confidential-AEO may include,  
5 but not be limited to, trade secrets, know-how, proprietary data, personal information, sensitive  
6 information, and/or commercial or financial information which the Designating Party has  
7 maintained in confidence and which the Designating Party desires to disclose only to a party or  
8 nonparty's counsel. It shall be the duty of the party who seeks to invoke protection under this  
9 Order to give notice, in the manner set forth hereinafter, of the documents and testimony to be  
10 covered hereby, and the duty of any other party or person to maintain confidentiality hereunder  
11 shall commence with such notice. For purposes of this stipulated agreement, the use of  
12 "Confidential Materials" shall include any and all items designated as "Confidential – AEO."

13 E. "Confidential-AEO Materials" or "Confidential-AEO": Any documents,  
14 testimony, or information designated as "Confidential-AEO" pursuant to the provisions of this  
15 Protective Order.

16 F. Counsel: Outside Counsel of Record and House Counsel (as well as their support  
17 staff).

18 G. Designating Party: A Party or Non-Party that designates information or items that  
19 it produces in disclosures or in responses to discovery as "CONFIDENTIAL" or  
20 "CONFIDENTIAL – AEO"

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

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

6 J. House Counsel: Attorneys who are employees of a party to this Action. House  
7 Counsel does not include Outside Counsel of Record or any other outside counsel.

8 K. Non-Party: Any natural person, partnership, corporation, association, or other  
9 legal entity not named as a Party to this action.

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

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

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

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

22 P. Protected Material: Any Disclosure or Discovery Material that is designated as  
23 “CONFIDENTIAL” or “CONFIDENTIAL – AEO.”  
24

1 Q. Receiving Party: A Party that receives Disclosure or Discovery Material from a  
2 Producing Party.

3 **III. SCOPE**

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

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

11 **IV. DURATION**

12 A. FINAL DISPOSITION of the action is defined as the conclusion of any appellate  
13 proceedings, or, if no appeal is taken, when the time for filing of an appeal has run. Except as set  
14 forth below, the terms of this protective order apply through FINAL DISPOSITION of the action.  
15 The parties may stipulate that they will be contractually bound by the terms of this agreement  
16 beyond FINAL DISPOSITION, but will have to file a separate action for enforcement of the  
17 agreement once all proceedings in this case are complete.

18 B. Once a case proceeds to trial, all of the information that was designated as  
19 confidential or maintained pursuant to this Protective Order becomes public and will be  
20 presumptively available to all members of the public, including the press, unless compelling  
21 reasons supported by specific factual findings to proceed otherwise are made to the trial judge in  
22 advance of the trial. *See Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th  
23 Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in discovery  
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1 from “compelling reasons” standard when merits-related documents are part of court record).  
2 Accordingly, the terms of this Protective Order do not extend beyond the commencement of the  
3 trial.

4 **V. DESIGNATING PROTECTED MATERIAL**

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

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

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

18 3. If it comes to a Designating Party’s attention that information or items that  
19 it designated for protection do not qualify for protection, that Designating Party  
20 must promptly notify all other Parties that it is withdrawing the inapplicable  
21 designation.

22 B. Manner and Timing of Designations  
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1           1.       Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b)  
2 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material  
3 that qualifies for protection under this Order must be clearly so designated before  
4 the material is disclosed or produced.

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

6           a.       For information in documentary form (e.g., paper or electronic  
7 documents, but excluding transcripts of depositions or other pretrial or trial  
8 proceedings), that the Producing Party affix at a minimum, the legend  
9 “CONFIDENTIAL” or “CONFIDENTIAL – AEO” (“Confidential  
10 Legend”), to each page that contains protected material. If only a portion  
11 or portions of the material on a page qualifies for protection, the Producing  
12 Party also must clearly identify the protected portion(s) (e.g., by making  
13 appropriate markings in the margins).

14           b.       A Party or Non-Party that makes original documents available for  
15 inspection need not designate them for protection until after the inspecting  
16 Party has indicated which documents it would like copied and produced.  
17 During the inspection and before the designation, all of the material made  
18 available for inspection shall be deemed “CONFIDENTIAL” or  
19 “CONFIDENTIAL – AEO.” After the inspecting Party has identified the  
20 documents it wants copied and produced, the Producing Party must  
21 determine which documents, or portions thereof, qualify for protection  
22 under this Order. Then, before producing the specified documents, the  
23 Producing Party must affix the proper “Confidential Legend” to each page  
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1 that contains Protected Material. If only a portion or portions of the  
2 material on a page qualifies for protection, the Producing Party also must  
3 clearly identify the protected portion(s) (e.g., by making appropriate  
4 markings in the margins).

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

8 d. For information produced in form other than document and for any  
9 other tangible items, that the Producing Party affix in a prominent place on  
10 the exterior of the container or containers in which the information is stored  
11 the proper "Confidential Legend." If only a portion or portions of the  
12 information warrants protection, the Producing Party, to the extent  
13 practicable, shall identify the protected portion(s).

14 C. Inadvertent Failure to Designate

15 1. If timely corrected, an inadvertent failure to designate qualified  
16 information or items does not, standing alone, waive the Designating Party's right  
17 to secure protection under this Order for such material. Upon timely correction of  
18 a designation, the Receiving Party must make reasonable efforts to assure that the  
19 material is treated in accordance with the provisions of this Order.

20 **VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

21 A. Timing of Challenges

22 1. Any party or Non-Party may challenge a designation of confidentiality at  
23 any time that is consistent with the Court's Scheduling Order.  
24

1 B. Meet and Confer

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

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

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

12 A. Basic Principles

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

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

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

4           a.       The Receiving Party’s Outside Counsel of Record in this Action,  
5 as well as employees, contractors, and staff of said Outside Counsel of  
6 Record to whom it is reasonably necessary to disclose the information for  
7 this Action;

8           b.       The Receiving Party(ies), along with their officers, directors, and  
9 employees (including House Counsel) to whom disclosure is reasonably  
10 necessary for this Action;

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

14          d.       The Court and its personnel;

15          e.       Court reporters and their staff;

16          f.       Professional jury or trial consultants, mock jurors, and Professional  
17 Vendors to whom disclosure is reasonably necessary or this Action and  
18 who have signed the “Acknowledgment and Agreement to be Bound”  
19 attached as Exhibit A hereto;

20          g.       The author or recipient of a document containing the information  
21 or a custodian or other person who otherwise possessed or knew the  
22 information;

1 h. During their depositions, witnesses, and attorneys for witnesses, in  
2 the Action to whom disclosure is reasonably necessary provided: (i) the  
3 deposing party requests that the witness sign the “Acknowledgment and  
4 Agreement to Be Bound;” and (ii) they will not be permitted to keep any  
5 confidential information unless they sign the “Acknowledgment and  
6 Agreement to Be Bound,” unless otherwise agreed by the Designating  
7 Party or ordered by the Court. Pages of transcribed deposition testimony  
8 or exhibits to depositions that reveal Protected Material may be separately  
9 bound by the court reporter and may not be disclosed to anyone except as  
10 permitted under this Stipulated Protective Order; and

11 i. Any mediator or settlement officer, and their supporting personnel,  
12 mutually agreed upon by any of the parties engaged in settlement  
13 discussions.

14 C. Disclosure of “CONFIDENTIAL – AEO” Information or Items

15 1. Unless otherwise ordered by the Court or permitted in writing by the  
16 Designating Party, a Receiving Party may disclose any information or item  
17 designated “CONFIDENTIAL – AEO” only to:

18 a. The Receiving Party’s Outside Counsel of Record in this Action,  
19 as well as employees, contractors, and staff of said Outside Counsel of  
20 Record to whom it is reasonably necessary to disclose the information for  
21 this Action;

1 b. Experts (as defined in this Order) of the Receiving Party to whom  
2 disclosure is reasonably necessary for this Action and who have signed the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 d. The author or recipient of a document containing the information  
5 or a custodian or other person who otherwise possessed or knew the  
6 information;

7 e. During their depositions, witnesses, and attorneys for witnesses, in  
8 the Action to whom disclosure is reasonably necessary provided: (i) the  
9 deposing party requests that the witness sign the “Acknowledgment and  
10 Agreement to Be Bound;” and (ii) they will not be permitted to keep any  
11 confidential information unless they sign the “Acknowledgment and  
12 Agreement to Be Bound,” unless otherwise agreed by the Designating  
13 Party or ordered by the Court. Pages of transcribed deposition testimony  
14 or exhibits to depositions that reveal Protected Material may be separately  
15 bound by the court reporter and may not be disclosed to anyone except as  
16 permitted under this Stipulated Protective Order; and

17 f. Any mediator or settlement officer, and their supporting personnel,  
18 mutually agreed upon by any of the parties engaged in settlement  
19 discussions.

20 **VII. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
21 **OTHER LITIGATION**

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

4 1. Promptly notify in writing the Designating Party. Such notification shall  
5 include a copy of the subpoena or court order;

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

10 3. Cooperate with respect to all reasonable procedures sought to be pursued  
11 by the Designating Party whose Protected Material may be affected.

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

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

22 A. The terms of this Order are applicable to information produced by a Non-Party in  
23 this Action and designated with a “Confidential Legend.” Such information produced by  
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1 Non-Parties in connection with this litigation is protected by the remedies and relief  
2 provided by this Order. Nothing in these provisions should be construed as prohibiting a  
3 Non-Party from seeking additional protections.

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

8 1. Promptly notify in writing the Requesting Party and the Non-Party that  
9 some or all of the information requested is subject to a confidentiality agreement  
10 with a Non-Party;

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

14 3. Make the information requested available for inspection by the Non-Party,  
15 if requested.

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

1 **X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

10 **XI. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
11 **PROTECTED MATERIAL**

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

21 **XII. MISCELLANEOUS**

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

3           B.     Right to Assert Other Objections

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

9           C.     Filing Protected Material

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

16   **XIII. FINAL DISPOSITION**

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

11 B. Any violation of this Order may be punished by any and all appropriate measures  
12 including, without limitation, contempt proceedings and/or monetary sanctions.  
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14 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

15 Dated: Jan. 18, 2023

*Patricia Donahue*

16 HONORABLE PATRICIA DONAHUE  
17 United States Magistrate Judge  
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