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IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

PETER REED,

Plaintiff,

v.

MUHAMMAD, et al.,

Defendants.

2:22-cv-05227 WLH-MAA

STIPULATED PROTECTIVE ORDER

Judge: The Honorable Wesley L. Hsu
Trial Date: December 3, 2024
Action Filed: 7/28/2022

I. PURPOSES AND LIMITATIONS

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

1 **II. GOOD CAUSE STATEMENT**

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

20 **III. DEFINITIONS**

21 3.1. Action: This pending federal lawsuit.

22 3.2. Challenging Party: A Party or Nonparty that challenges the designation of
23 information or items under this Stipulated Protective Order.

24 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of
25 how it is generated, stored or maintained) or tangible things that qualify for
26 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
27 the Good Cause Statement.

28

1 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well as their
2 support staff).

3 3.5. Designating Party: A Party or Nonparty that designates information or items
4 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

5 3.6. Disclosure or Discovery Material: All items or information, regardless of the
6 medium or manner in which it is generated, stored, or maintained (including,
7 among other things, testimony, transcripts, and tangible things), that is produced or
8 generated in disclosures or responses to discovery in this matter.

9 3.7. Expert: A person with specialized knowledge or experience in a matter
10 pertinent to the litigation who has been retained by a Party or its counsel to serve as
11 an expert witness or as a consultant in this Action.

12 3.8. In-House Counsel: Attorneys who are employees of a party to this Action.
13 In-House Counsel does not include Outside Counsel of Record or any other outside
14 counsel.

15 3.9. Nonparty: Any natural person, partnership, corporation, association, or other
16 legal entity not named as a Party to this action.

17 3.10. Outside Counsel of Record: Attorneys who are not employees of a party to
18 this Action but are retained to represent or advise a party to this Action and have
19 appeared in this Action on behalf of that party or are affiliated with a law firm
20 which has appeared on behalf of that party, and includes support staff.

21 3.11. Party: Any party to this Action, including all of its officers, directors,
22 employees, consultants, retained experts, In-House Counsel, and Outside Counsel
23 of Record (and their support staffs).

24 3.12. Producing Party: A Party or Nonparty that produces Disclosure or Discovery
25 Material in this Action.

26 3.13. Professional Vendors: Persons or entities that provide litigation support
27 services (e.g., photocopying, videotaping, translating, preparing exhibits or
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1 demonstrations, and organizing, storing, or retrieving data in any form or medium)
2 and their employees and subcontractors.

3 3.14. Protected Material: Any Disclosure or Discovery Material that is designated
4 as “CONFIDENTIAL.”

5 3.15 Receiving Party: A Party that receives Disclosure or Discovery Material
6 from a Producing Party.

7 **IV. SCOPE**

8 The protections conferred by this Stipulated Protective Order cover not only
9 Protected Material, but also (1) any information copied or extracted from Protected
10 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
11 and (3) any testimony, conversations, or presentations by Parties or their Counsel
12 that might reveal Protected Material. Any use of Protected Material at trial shall be
13 governed by the orders of the trial judge. This Stipulated Protective Order does not
14 govern the use of Protected Material at trial.

15 **V. DURATION**

16 Even after final disposition of this litigation, the confidentiality obligations
17 imposed by this Stipulated Protective Order shall remain in effect until a
18 Designating Party agrees otherwise in writing or a court order otherwise directs.
19 Final disposition shall be deemed to be the later of (1) dismissal of all claims and (2)
20 final judgment herein after the completion and exhaustion of all appeals, rehearings,
21 remands, trials, or reviews of this Action, including the time limits for filing any
22 motions or applications for extension of time pursuant to applicable law.

23 **VI. DESIGNATING PROTECTED MATERIAL**

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

25 Each Party or Nonparty 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 or other pretrial or trial
18 proceedings), that the Producing Party affix at a minimum, the legend
19 “CONFIDENTIAL” to each page that contains protected material. If only a portion
20 or portions of the material on a page qualifies for protection, the Producing Party
21 also must clearly identify the protected portion(s) (*e.g.*, by making appropriate
22 markings in the margins).

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

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

7 (b) For testimony given in depositions, that the Designating Party identify the
8 Disclosure or Discovery Material on the record, before the close of the deposition,
9 all protected testimony.

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

16 6.3. Inadvertent Failure to Designate.

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

23 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

24 7.1. Timing of Challenges.

25 Any Party or Nonparty may challenge a designation of confidentiality at any
26 time that is consistent with the Court’s Scheduling Order.

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1 7.2. Meet and Confer.

2 The Challenging Party shall initiate the dispute resolution process, which shall
3 comply with Local Rule 37.1 et seq., and with Section 4 of Judge Audero’s
4 Procedures (“Mandatory Telephonic Conference for Discovery Disputes”).¹

5 7.3. Burden of Persuasion.

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

13 **VIII. ACCESS TO AND USE OF PROTECTED MATERIALS**

14 8.1. Basic Principles.

15 A Receiving Party may use Protected Material that is disclosed or produced by
16 another Party or by a Nonparty in connection with this Action only for prosecuting,
17 defending, or attempting to settle this Action. Such Protected Material may be
18 disclosed only to the categories of persons and under the conditions described in this
19 Stipulated Protective Order. When the Action reaches a final disposition, a
20 Receiving Party must comply with the provisions of Section 14 below.

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

24 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

25 Unless otherwise ordered by the Court or permitted in writing by the
26 Designating Party, a Receiving Party may disclose any information or item
27 designated “CONFIDENTIAL” only to:
28

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

4 (b) The officers, directors, and employees (including In-House Counsel) of
5 the Receiving Party to whom disclosure is reasonably necessary for this Action;¹

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

9 (d) The Court and its personnel;

10 (e) Court reporters and their staff;

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

14 (g) The author or recipient of a document containing the information or a
15 custodian or other person who otherwise possessed or knew the information;

16 (h) During their depositions, witnesses, and attorneys for witnesses, in the
17 Action to whom disclosure is reasonably necessary provided: (i) the deposing party
18 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”
19 (Exhibit A); and (ii) the witness will not be permitted to keep any confidential
20 information unless they sign the “Acknowledgment and Agreement to Be Bound,”
21 unless otherwise agreed by the Designating Party or ordered by the Court. Pages of
22 transcribed deposition testimony or exhibits to depositions that reveal Protected
23 Material may be separately bound by the court reporter and may not be disclosed to
24 anyone except as permitted under this Stipulated Protective Order; and

25 (i) Any mediator or settlement officer, and their supporting personnel,
26 mutually agreed upon by any of the parties engaged in settlement discussions.

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

1 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED IN OTHER LITIGATION**

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

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

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

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

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

22 **X. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**
23 **PRODUCED IN THIS LITIGATION**

24 10.1. Application.

25 The terms of this Stipulated Protective Order are applicable to information
26 produced by a Nonparty in this Action and designated as “CONFIDENTIAL.”
27 Such information produced by Nonparties in connection with this litigation is
28 protected by the remedies and relief provided by this Stipulated Protective Order.

1 Nothing in these provisions should be construed as prohibiting a Nonparty from
2 seeking additional protections.

3 10.2. Notification.

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

8 (a) Promptly notify in writing the Requesting Party and the Nonparty that
9 some or all of the information requested is subject to a confidentiality agreement
10 with a Nonparty;

11 (b) Promptly provide the Nonparty 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 (c) Make the information requested available for inspection by the Nonparty,
15 if requested.

16 10.3. Conditions of Production.

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

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

26 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
27 Protected Material to any person or in any circumstance not authorized under this
28 Stipulated Protective Order, the Receiving Party immediately must (1) notify in

1 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts
2 to retrieve all unauthorized copies of the Protected Material, (3) inform the person
3 or persons to whom unauthorized disclosures were made of all the terms of this
4 Stipulated Protective Order, and (4) request such person or persons to execute the
5 “Acknowledgment and Agreement to be Bound” (Exhibit A).

6 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR** 7 **OTHERWISE PROTECTED MATERIAL**

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

18 **XIII. MISCELLANEOUS**

19 13.1. Right to Further Relief.

20 Nothing in this Stipulated Protective Order abridges the right of any person to
21 seek its modification by the Court in the future.

22 13.2. Right to Assert Other Objections.

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

1 13.3. Filing Protected Material.

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

8 **XIV. FINAL DISPOSITION**

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

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XV. VIOLATION

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

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: 6/05/2024

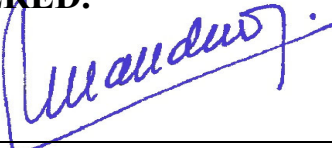
/s/ Peter Reed
Attorney(s) for Plaintiff(s)

Dated: 6/05/2024

/s/ Ryan T. Gille
Attorney(s) for Defendant(s)

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: June 6, 2024



Maria A. Audero
United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [full name], of _____
4 _____[address], declare under penalty of perjury that I
5 have read in its entirety and understand the Stipulated Protective Order that was
6 issued by the United States District Court for the Central District of California on
7 _____[date] in the case of _____
8 _____[case name and number]. I agree to comply with and to be
9 bound by all the terms of this Stipulated Protective Order, and I understand and
10 acknowledge that failure to so comply could expose me to sanctions and punishment
11 in the nature of contempt. I solemnly promise that I will not disclose in any manner
12 any information or item that is subject to this Stipulated Protective Order to any
13 person or entity except in strict compliance with the provisions of this Stipulated
14 Protective Order.

15 I further agree to submit to the jurisdiction of the United States District Court
16 for the Central District of California for the purpose of enforcing the terms of this
17 Stipulated Protective Order, even if such enforcement proceedings occur after
18 termination of this action. I hereby appoint _____[full
19 name] of _____ [address
20 and telephone number] as my California agent for service of process in connection
21 with this action or any proceedings related to enforcement of this Stipulated
22 Protective Order.

23
24 Signature: _____
25 Printed Name: _____
26 Date: _____
27 City and State Where Sworn and Signed: _____

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