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10 UNITED STATES DISTRICT COURT
 11 FOR THE CENTRAL DISTRICT OF CALIFORNIA
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13 JOSE MURILLO, IRMA BERRIOS, Case No. 2:23-cv-09382-HDV-MAA
 14 and MARINA MURILLO,
 15 Plaintiff, ~~PROPOSED~~ STIPULATED
 PROTECTIVE ORDER

16 vs.

17 GOODLEAP, LLC; and DOES 1
 through 20, inclusive,
 18 Defendants.
 19 _____ /

20 **1. PURPOSES AND LIMITATIONS**
 21

22 Disclosure and discovery activity in this action are likely to involve
 23 production of confidential, proprietary, or private information for which special
 24 protection from public disclosure and from use for any purpose other than
 25 prosecuting this litigation may be warranted. Accordingly, the parties hereby
 26 stipulate to and petition the Court to enter the following Stipulated Protective Order.
 27 The parties acknowledge that this Order does not confer blanket protections on all
 28 disclosures or responses to discovery and that the protection it affords from public

1 disclosure and use extends only to the limited information or items that are entitled
2 to confidential treatment under the applicable legal principles. The parties further
3 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
4 Order does not entitle them to file confidential information under seal; Civil Local
5 Rule 79-5 sets forth the procedures that must be followed and the standards that will
6 be applied when a party seeks permission from the court to file material under seal.

7 **2. GOOD CAUSE STATEMENT**

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

1 **3. DEFINITIONS**

2 3.1 Action: This pending federal lawsuit.

3 3.2 Challenging Party: a Party or Non-Party that challenges the designation of
4 information or items under this Order.

5 3.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
6 is generated, stored or maintained) or tangible things that qualify for protection
7 under Federal Rule of Civil Procedure 26©.

8 3.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
9 support staff).

10 3.5 Designating Party: a Party or Non-Party that designates information or items
11 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

12 3.6 Disclosure or Discovery Material: all items or information, regardless of the
13 medium or manner in which it is generated, stored, or maintained (including, among
14 other things, testimony, transcripts, and tangible things), that are produced or
15 generated in disclosures or responses to discovery in this matter.

16 3.7 Expert: a person with specialized knowledge or experience in a matter
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as
18 an expert witness or as a consultant in this Action.

19 3.8 House Counsel: attorneys who are employees of a party to this Action. House
20 Counsel does not include Outside Counsel of Record or any other outside counsel.

21 3.9 Non-Party: any natural person, partnership, corporation, association, or other
22 legal entity not named as a Party to this Action.

23 3.10 Outside Counsel of Record: attorneys who are not employees of a party to this
24 Action but are retained to represent or advise a party to this Action and have
25 appeared in this Action on behalf of that party or are affiliated with a law firm which
26 has appeared on behalf of that party, and includes support staff.

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1 3.11 Party: any party to this Action, including all of its officers, directors, employees,
2 consultants, retained experts, and Outside Counsel of Record (and their support
3 staffs).

4 3.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
5 Material in this Action.

6 3.13 Professional Vendors: persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)
9 and their employees and subcontractors.

10 3.14 Protected Material: any Disclosure or Discovery Material that is designated
11 as “CONFIDENTIAL.”

12 3.15 Receiving Party: a Party that receives Disclosure or Discovery Material from
13 a Producing Party.

14 **4. SCOPE**

15 The protections conferred by this Stipulation and Order cover not only
16 Protected Material (as defined above), but also (1) any information copied or
17 extracted from Protected Material; (2) all copies, excerpts, summaries, or
18 compilations of Protected Material; and (3) any testimony, conversations, or
19 presentations by Parties or their Counsel that might reveal Protected Material. Any
20 use of Protected Material at trial shall be governed by the orders of the trial judge.
21 This Order does not govern the use of Protected Material at trial.

22 **5. DURATION**

23 Even after final disposition of this litigation, the confidentiality obligations
24 imposed by this Order shall remain in effect until a Designating Party agrees
25 otherwise in writing or a Court order otherwise directs. Final disposition shall be
26 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
27 or without prejudice; and (2) final judgment herein after the completion and
28 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,

1 including the time limits for filing any motions or applications for extension of time
2 pursuant to applicable law.

3 **6. DESIGNATING PROTECTED MATERIAL**

4 6.1 Exercise of Restraint and Care in Designating Material for Protection. Each
5 Party or Non-Party that designates information or items for protection under this
6 Order must take care to limit any such designation to specific material that qualifies
7 under the appropriate standards. The Designating Party must designate for protection
8 only those parts of material, documents, items, or oral or written communications
9 that qualify – so that other portions of the material, documents, items, or
10 communications for which protection is not warranted are not swept unjustifiably
11 within the ambit of this Order.

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

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

20 6.2 Manner and Timing of Designations. Except as otherwise provided in this
21 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
22 or ordered, Disclosure or Discovery Material that qualifies for protection under this
23 Order must be clearly so designated before the material is disclosed or produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic
26 documents, but excluding transcripts of depositions or other pretrial or trial
27 proceedings), that the Producing Party affix at a minimum, the legend
28 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) to each page that

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

4 A Party or Non-Party that makes original documents available for inspection
5 need not designate them for protection until after the inspecting Party has indicated
6 which documents it would like copied and produced. During the inspection and
7 before the designation, all of the material made available for inspection shall be
8 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
9 documents it wants copied and produced, the Producing Party must determine which
10 documents, or portions thereof, qualify for protection under this Order. Then, before
11 producing the specified documents, the Producing Party must affix the
12 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
13 portion or portions of the material on a page qualifies for protection, the Producing
14 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
15 markings in the margins).

16 (b) for testimony given in depositions that the Designating Party identify
17 the Disclosure or Discovery Material on the record, before the close of the
18 deposition, hearing, or other proceeding, all protected testimony.

19 (c) for information produced in some form other than documentary and for
20 any other tangible items, that the Producing Party affix in a prominent place on the
21 exterior of the container or containers in which the information or item is stored the
22 legend “CONFIDENTIAL.” If only a portion or portions of the information warrants
23 protection, the Producing Party, to the extent practicable, shall identify the protected
24 portion(s).

25 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
26 failure to designate qualified information or items does not, standing alone, waive
27 the Designating Party’s right to secure protection under this Order for such material.
28 Upon timely correction of a designation, the Receiving Party must make reasonable

1 efforts to assure that the material is treated in accordance with the provisions of this
2 Order.

3 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 7.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
5 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6 7.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
7 process, which shall comply with Local Rule 37.1 et seq., and with Section 4 of
8 Judge Audero’s Procedures (“Mandatory Telephonic Conference for Discovery
9 Disputes”).¹

10 7.3 Burden of Persuasion. The burden of persuasion in any such challenge
11 proceeding shall be on the Designating Party. Frivolous challenges, and those made
12 for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens
13 on other parties) may expose the Challenging Party to sanctions. Unless the
14 Designating Party has waived or withdrawn the confidentiality designation, all
15 parties shall continue to afford the material in question the level of protection to
16 which it is entitled under the Producing Party’s designation until the Court rules on
17 the challenge.

18 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

19 8.1 Basic Principles. A Receiving Party may use Protected Material that is
20 disclosed or produced by another Party or by a Non-Party in connection with this
21 Action only for prosecuting, defending, or attempting to settle this Action. Such
22 Protected Material may be disclosed only to the categories of persons and under the
23 conditions described in this Order. When the Action has been terminated, a
24 Receiving Party must comply with the provisions of section 13 below (FINAL
25 DISPOSITION).

26 Protected Material must be stored and maintained by a Receiving Party at a
27 _____

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

1 location and in a secure manner that ensures that access is limited to the persons
2 authorized under this Order.

3 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
4 otherwise ordered by the Court or permitted in writing by the Designating Party, a
5 Receiving Party may disclose any information or item designated
6 “CONFIDENTIAL” only to:

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

10 (b) the officers, directors, and employees (including House Counsel) of the
11 Receiving Party to whom disclosure is reasonably necessary for this Action ;

12 (c) Experts (as defined in this Order) of the Receiving Party to whom
13 disclosure is reasonably necessary for this litigation;

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 for this Action and who have
18 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

21 (h) during their depositions, witnesses, and attorneys for witnesses, in the
22 Action to whom disclosure is reasonably necessary provided: (1) that the witness
23 sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep
24 any confidential information, unless otherwise agreed by the Designating Party or
25 ordered by the court. Pages of transcribed deposition testimony or exhibits to
26 depositions that reveal Protected Material may be separately bound by the court
27 reporter and may not be disclosed to anyone except as permitted under this Stipulated
28 Protective Order; and

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

3 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
4 **IN OTHER LITIGATION**

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

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

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

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

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

24 **10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
25 **PRODUCED IN THIS LITIGATION**

26 (a) The terms of this Order are applicable to information produced by a
27 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
28 produced by Non-Parties in connection with this litigation is protected by the

1 remedies and relief provided by this Order. Nothing in these provisions should be
2 construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

13 (3) make the information requested available for inspection by the Non-
14 Party.

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

23 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
25 Protected Material to any person or in any circumstance not authorized under this
26 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
27 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
28 to retrieve all unauthorized copies of the Protected Material, (c) inform the person

1 or persons to whom unauthorized disclosures were made of all the terms of this
2 Order, and (d) request such person or persons to execute the “Acknowledgment and
3 Agreement to Be Bound” that is attached hereto as Exhibit A.

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

16 **13. MISCELLANEOUS**

17 13.1 Right to Further Relief. Nothing in this Order abridges the right of any person
18 to seek its modification by the Court in the future.

19 13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
20 Order no Party waives any right it otherwise would have to object to disclosing or
21 producing any information or item on any ground not addressed in this Stipulated
22 Protective Order. Similarly, no Party waives any right to object on any ground to use
23 in evidence of any of the material covered by this Protective Order.

24 13.3 Filing Protected Material. A Party that seeks to file under seal any Protected
25 Material must comply with Civil Local Rule 79-5. Protected Material may only be
26 filed under seal pursuant to a court order authorizing the sealing of the specific
27 Protected Material at issue. If a Party's request to file Protected Material under seal
28

1 is denied by the court, then the Receiving Party may file the information in the public
2 record unless otherwise instructed by the court.

3 **14. FINAL DISPOSITION**

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

22 **15. VIOLATION**

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

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27 [SIGNATURES ON FOLLOWING PAGE]
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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: May 6, 2024

/s/ Adam McNeile
ADAM MCNEILE
Attorney for Plaintiffs

DATED: May 6, 2024

/s/ Fredrick Levin
FREDRICK LEVIN
Attorney for Defendant GOODLEAP, LLC

FILER’S ATTESTATION

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I hereby attest that the content of this document has been approved by counsel for Defendant Goodleap, LLC, and that he has authorized this filing with his electronic signature.

Dated: May 6, 2024

KEMNITZER, BARRON & KRIEG, LLP

By: /s/ Adam J. McNeile
Adam J. McNeile
Attorneys for Plaintiff

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: May 8, 2024


Maria A. Audero
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by JAMS on [date] in the of *Jose Murillo, et al. v. GoodLeap, LLC*,
United States District Court, Central District of California, Case No. 2:23-cv-
09382. I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly
promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____