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14 **UNITED STATES DISTRICT COURT**
 15 **CENTRAL DISTRICT OF CALIFORNIA**

16 WILLIAMS INTERNATIONAL CO.,
 17 L.L.C.,

18 Plaintiff,

19 vs.

20 DUCOMMUN INCORPORATED;
 DUCOMMUN AEROSTRUCTURES,
 21 INC. and DUCOMMUN
 AEROSTRUCTURES MEXICO, LLC,

22 Defendants.

23 And

24 DUCOMMUN INCORPORATED;
 DUCOMMUN AEROSTRUCTURES,

Case No.: 2:23-cv-9403-MRA-AJR

Hon. Mónica Ramírez Almadani

~~PROPOSED~~
**STIPULATED PROTECTIVE
 ORDER REGARDING
 DISCOVERY**

1 INC. and DUCOMMUN
AEROSTRUCTURES MEXICO, LLC,

2 Third-Party Plaintiffs,

3 vs.

4 TOM RICHARDS, INC. dba PROCESS
5 TECHNOLOGY, HARRINGTON
INDUSTRIAL PLASTICS, LLC, and
6 INDEPENDENT THERMAL
SOLUTIONS, INC.,

7 Third-Party Defendants

8 And

9 ZURICH AMERICAN INSURANCE
COMPANY,

10 Proposed Intervening Complaint
Plaintiff,

11 vs.

12 DUCOMMUN INCORPORATED;
13 DUCOMMUN AEROSTRUCTURES,
INC. and DUCOMMUN
AEROSTRUCTURES MEXICO, LLC,

14 Proposed Intervening Complaint
Defendants.

15
16 **STIPULATED PROTECTIVE ORDER REGARDING DISCOVERY**

17
18 **I. PURPOSES AND LIMITATIONS**

19 **A.** Discovery in this action is likely to involve production of confidential,
20 proprietary, or private information for which special protection from public
21 disclosure and from use for any purpose other than prosecuting this litigation may
22 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
23 enter the following Stipulated Protective Order. The parties acknowledge that this
24

1 Order does not confer blanket protections on all disclosures or responses to
2 discovery and that the protection it affords from public disclosure and use extends
3 only to the limited information or items that are entitled to confidential treatment
4 under the applicable legal principles. The parties further acknowledge, as set forth
5 in Section XIII(C), below, that this Stipulated Protective Order does not entitle them
6 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
7 procedures that must be followed and the standards that will be applied when a party
8 seeks permission from the Court to file material under seal.
9

10 **II. GOOD CAUSE STATEMENT**

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

12 **III. DEFINITIONS**

13 **A. Action:** This pending federal lawsuit.

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

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

22 **D. Counsel:** Outside Counsel of Record and House Counsel (as well as
23 their support staff).
24

1 **E. Designating Party:** A Party or Non-Party that designates information
2 or items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
4 EYES ONLY.”

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

11
12 **G. Expert:** A person with specialized knowledge or experience in a matter
13 pertinent to the litigation who has been retained by a Party or its counsel to
14 serve as an expert witness and/or as a consultant in this Action.

15 **H. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”**
16 **Information or Items:** “CONFIDENTIAL” Information or Items (as defined
17 above) the disclosure of which to another Party or Non-Party would create a
18 substantial risk of harm to the Producing Party, including without limitation,
19 trade secrets, future business or marketing plans, sensitive financial
20 information or forecasts, information about any party’s suppliers or
21 customers, sales volumes, sales units, cost of goods, price structures,
22 discounts, business costs, profit margins, technical or engineering
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1 documents, and other information or items agreed upon by the parties or
2 permitted by future court order.

3 **I. House Counsel:** Attorneys who are employees/contractors of a party
4 to this Action. House Counsel does not include Outside Counsel of Record
5 or any other outside counsel.
6

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

9 **K. Outside Counsel of Record:** Attorneys who are not employees of a
10 party to this Action but are retained to represent or advise a party to this
11 Action and have appeared in this Action on behalf of that party or are
12 affiliated with a law firm which has appeared on behalf of that party, and
13 includes support staff.
14

15 **L. Party:** Any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record
17 (and their support staffs).
18

19 **M. Producing Party:** A Party or Non-Party that produces Disclosure or
20 Discovery Material in this Action.

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

3 **O.** Protected Material: Any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
5 ATTORNEYS’ EYES ONLY.”
6

7 **P.** Receiving Party: A Party that receives Disclosure or Discovery
8 Material from a Producing Party.

9 **IV. SCOPE**

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

16 **B.** Any use of Protected Material at trial shall be governed by the orders
17 of the trial judge. This Order does not govern the use of Protected Material at
18 trial.
19

20 **V. DURATION**

21 **A.** Even after final disposition of this litigation, the confidentiality
22 obligations imposed by this Order shall remain in effect until a Designating Party
23 agrees otherwise in writing or a court order otherwise directs. Final disposition
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1 shall be deemed to be the later of (1) dismissal of all claims and defenses in this
2 Action, with or without prejudice; and (2) final judgment herein after the
3 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of
4 this Action, including the time limits for filing any motions or applications for
5 extension of time pursuant to applicable law. Nothing in this section or Order
6 prevents any party from petitioning the Court to allow it to disclose Protected
7 Material at trial to the public.
8

9 **VI. DESIGNATING PROTECTED MATERIAL**

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

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

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

4
5 **3.** If it comes to a Designating Party’s attention that information or
6 items that it designated for protection do not qualify for protection, that
7 Designating Party must promptly notify all other Parties that it is
8 withdrawing the inapplicable designation.

9 **B. Manner and Timing of Designations**

10 **1.** Except as otherwise provided in this Order (*see, e.g.*, Section
11 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or
12 Discovery Material that qualifies for protection under this Order must
13 be clearly so designated before the material is disclosed or produced.

14
15 **2.** Designation in conformity with this Order requires the
16 following:

17 **a.** For information in documentary form (e.g., paper or
18 electronic documents, but excluding transcripts of depositions
19 or other pretrial or trial proceedings), that the Producing Party
20 affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
21 “CONFIDENTIAL legend”) or “HIGHLY CONFIDENTIAL –
22 ATTORNEYS’ EYES ONLY” (hereinafter “HIGHLY
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1 CONFIDENTIAL legend”), to each page that contains protected
2 material. If only a portion or portions of the material on a page
3 qualifies for protection, the Producing Party also must clearly
4 identify the protected portion(s) (e.g., by making appropriate
5 markings in the margins).
6

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

3 c. For a deposition transcript, the Producing Party shall
4 designate the transcript as “CONFIDENTIAL” or “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” by
6 requesting such treatment thereof either on the record at the time
7 of the deposition or by written notice to all counsel of record,
8 within 30 days, after service of the final deposition transcript.
9 Such written notice shall specifically identify by page and line
10 number all portions of the transcript that should be treated as
11 “CONFIDENTIAL” or “HIGHLYCONFIDENTIAL –
12 ATTORNEYS’ EYES ONLY” in accordance with this Order.
13 All counsel receiving such notice shall be responsible for
14 marking the copies of the designated transcript or portion
15 thereof in their possession or control as provided for in the
16 written notice. The parties shall not disseminate a deposition
17 transcript or the contents thereof beyond the persons designated
18 in Section VIII(C) below for a period of 30 days after
19 completion and service of the final transcript, except that
20 portions of the transcript may be filed under seal with the Court
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1 in connection with these proceedings. Documents or things used
2 as exhibits at a deposition that a party desires to be subject to
3 this Order shall be separately stamped or marked
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
5 ATTORNEYS’ EYES ONLY.” The Designating Party will
6 have the right to exclude from attendance at a deposition, during
7 such time as the Protected Material is to be disclosed, any person
8 other than the deponent, counsel, the court reporter, the
9 videographer, designated experts, and any person(s) agreed
10 upon by counsel for the disclosing party.
11

12 **d.** For information produced in form other than document
13 and for any other tangible items, that the Producing Party affix
14 in a prominent place on the exterior of the container or
15 containers in which the information is stored the legend
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
17 ATTORNEYS’ EYES ONLY.” If only a portion or portions of
18 the information warrants protection, the Producing Party, to the
19 extent practicable, shall identify the protected portion(s).
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1 **C. Inadvertent Failure to Designate**

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

10 **A. Timing of Challenges**

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

15 **B. Meet and Confer**

16 **1.** The Challenging Party shall initiate the dispute resolution
17 process under Local Rule 37.1 et seq.
18

19 **C. Burden of Persuasion**

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

7 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

8 **A. Basic Principles**

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

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

21 **B. Disclosure of “CONFIDENTIAL” Information or Items**

1 **1.** Unless otherwise ordered by the Court or permitted in writing
2 by the Designating Party, a Receiving Party may disclose any
3 information or item designated “CONFIDENTIAL” only to:

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

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

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

15 **d.** The Court and its personnel;

16 **e.** Court reporters and their staff;

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

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

6
7 **h.** During their depositions, witnesses, and attorneys for
8 witnesses, in the Action to whom disclosure is reasonably
9 necessary provided: (i) the deposing party requests that the
10 witness sign the “Acknowledgment and Agreement to Be
11 Bound;” and (ii) they will not be permitted to keep any
12 confidential information unless they sign the Exhibit A
13 “Acknowledgment and Agreement to Be Bound,” unless
14 otherwise agreed by the Designating Party or ordered by the
15 Court. Pages of transcribed deposition testimony or exhibits to
16 depositions that reveal Protected Material may be separately
17 bound by the court reporter and may not be disclosed to anyone
18 except as permitted under this Stipulated Protective Order; and
19
20 **i.** Any mediator or settlement officer, and their supporting
21 personnel, mutually agreed upon by any of the parties engaged
22 in settlement discussions.
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1 C. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY” Information or Items

3 1. Unless otherwise ordered by the Court or permitted in writing
4 by the Designating Party, a Receiving Party may disclose any
5 information or item designated “HIGHLY CONFIDENTIAL –
6 ATTORNEYS’ EYES ONLY” only to:

7 i. House Counsel of the Receiving Party;

8 ii. The officers, directors, and employees (including House
9 Counsel) of the Producing Party;

10 iii. Those individuals identified in Sections VIII(B)(1)(a),
11 (c-g), and (i) above.

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14 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
15 **PRODUCED IN OTHER LITIGATION**

16 A. If a Party is served with a subpoena or a court order issued in other
17 litigation that compels disclosure of any information or items designated in this
18 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
19 EYES ONLY,” that Party must:

20 1. Promptly notify in writing the Designating Party. Such
21 notification shall include a copy of the subpoena or court order;
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1 **2.** Promptly notify in writing the party who caused the subpoena
2 or order to issue in the other litigation that some or all of the material
3 covered by the subpoena or order is subject to this Protective Order.
4 Such notification shall include a copy of this Stipulated Protective
5 Order; and

6 **3.** Cooperate with respect to all reasonable procedures sought to be
7 pursued by the Designating Party whose Protected Material may be
8 affected.
9

10 **B.** If the Designating Party timely seeks a protective order, the Party
11 served with the subpoena or court order shall not produce any information
12 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
13 ATTORNEYS’ EYES ONLY” before a determination by the Court from which the
14 subpoena or order issued, unless the Party has obtained the Designating Party’s
15 permission. The Designating Party shall bear the burden and expense of seeking
16 protection in that court of its confidential material and nothing in these provisions
17 should be construed as authorizing or encouraging a Receiving Party in this Action
18 to disobey a lawful directive from another court.
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1 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED IN THIS LITIGATION**

3 **A.** The terms of this Order are applicable to information produced by a
4 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced
6 by Non-Parties in connection with this litigation is protected by the remedies and
7 relief provided by this Order. Nothing in these provisions should be construed as
8 prohibiting a Non-Party from seeking additional protections.
9

10 **B.** In the event that a Party is required, by a valid discovery request, to
11 produce a Non-Party’s confidential information in its possession, and the Party is
12 subject to an agreement with the Non-Party not to produce the Non-Party’s
13 confidential information, then the Party shall:
14

15 **1.** Promptly notify in writing the Requesting Party and the Non-
16 Party that some or all of the information requested is subject to a
17 confidentiality agreement with a Non-Party;

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

21 **3.** Make the information requested available for inspection by the
22 Non-Party, if requested.
23
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1 C. If the Non-Party fails to seek a protective order from this court within
2 14 days of receiving the notice and accompanying information, the Receiving Party
3 may produce the Non-Party’s confidential information responsive to the discovery
4 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
5 not produce any information in its possession or control that is subject to the
6 confidentiality agreement with the Non-Party before a determination by the court.
7 Absent a court order to the contrary, the Non-Party shall bear the burden and
8 expense of seeking protection in this court of its Protected Material.
9

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

11 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
12 disclosed Protected Material to any person or in any circumstance not authorized
13 under this Stipulated Protective Order, the Receiving Party must immediately (1)
14 notify in writing the Designating Party of the unauthorized disclosures, (2) use its
15 best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform
16 the person or persons to whom unauthorized disclosures were made of all the terms
17 of this Order, and (4) request such person or persons to execute the
18 “Acknowledgment and Agreement to be Bound” that is attached as Exhibit A.
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1 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR**
2 **OTHERWISE PROTECTED MATERIAL**

3 **A.** The production of privileged or work-product protected documents,
4 whether inadvertent or otherwise, is not a waiver of the privilege or protection from
5 discovery in this case or in any other federal or state proceeding. This Order shall
6 be interpreted to provide the maximum protection allowed by Federal Rule of
7 Evidence 502.
8

9 Nothing contained herein is intended to or shall serve to limit a Party's right
10 to conduct a review of documents, ESI, or information (including metadata) for
11 relevance, responsiveness, and/or segregation of privileged and/or protected
12 information before production.
13

14 When a Producing Party gives notice to Receiving Parties that certain
15 inadvertently produced material is subject to a claim of privilege or other protection,
16 the obligations of the Receiving Parties are those set forth in Fed. R. Civ. P.
17 26(b)(5)(B). The Parties agree that if a Producing Party inadvertently produces or
18 provides discovery it believes is subject to an applicable privilege, the Producing
19 Party may give written notice to the Receiving Party that the material is subject to
20 a claim of privilege or work product immunity and ask for the material to be
21 destroyed or returned to the Producing Party. If a Producing Party or Non-Party
22 requests the return, pursuant to this paragraph, of any Disclosure or Discovery
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1 Material, the Receiving Party or Parties shall not use or disclose and shall
2 immediately return to the Producing Party all copies of such Disclosure or
3 Discovery Material or confirm that all copies have been destroyed. Return of the
4 Disclosure or Discovery Material by the Receiving Party shall not constitute an
5 admission or concession, or permit any inference, that the returned Disclosure or
6 Discovery Material is, in fact, properly subject to a claim of privilege or work
7 product immunity, nor shall it foreclose any Party from moving the Court for an
8 order that such Disclosure or Discovery Material has been improperly designated
9 for reasons other than a waiver caused by the inadvertent production.
10

11 The inadvertent or unintentional disclosure by a Party or Non-Party of
12 Disclosure or Discovery Material that it believes should have been designated as
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
14 ONLY,” regardless of whether it was so designated at the time of disclosure, shall
15 not be deemed a waiver in whole or in part of the Party’s or Non-Party’s claim of
16 confidentiality, either as to the specific information disclosed or as to any other
17 information relating thereto or on the same or related subject matter, provided that
18 the Party or Non-Party notifies the Receiving Party as soon as reasonably
19 practicable after discovery of the inadvertent or unintentional failure to designate
20 but in no event more than 30 business days. If a Party or Non-Party inadvertently
21 or unintentionally produces or discloses Protected Material without designating it
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1 as such, the Party or Non-Party may give written notice to the Receiving Party or
2 Parties that the Disclosure or Discovery Material is designated “CONFIDENTIAL”
3 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” and should be
4 treated in accordance with the provisions of this Stipulated Protective Order. The
5 Receiving Party or Parties must treat such Dis-closure or Discovery Material as
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES
7 ONLY,” from the date such notice is received. Disclosure of such Disclosure or
8 Discovery Material, prior to receipt of such notice, to persons not authorized to
9 receive Protected Material shall not be deemed a violation of this Stipulated
10 Protective Order; however, those persons to whom disclosure was made are to be
11 advised that the Protected Material disclosed is “CONFIDENTIAL” or “HIGHLY
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” and must be treated in
13 accordance with this Stipulated Protective Order.
14
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16 **XIII. MISCELLANEOUS**

17 **A. Right to Further Relief**

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

20 **B. Right to Assert Other Objections**

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

5
6 **C. Filing Protected Material**

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

15 **XIV. FINAL DISPOSITION**

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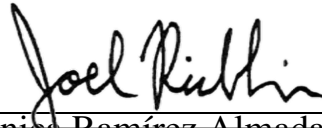
15 **XV. VIOLATION**

16 **A.** Any violation of this Order may be punished by any and all appropriate
17 measures including, without limitation, contempt proceedings and/or monetary
18 sanctions.
19

20
21 *///*
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24

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

2
3 Dated: 5/7/24



4 ~~Hon. Mónica Ramírez Almadani~~
5 ~~United States District Judge~~
6 Hon. A. Joel Richlin
7 U.S. Magistrate Judge

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

9 Dated: May 7, 2024

10 THE MILLER LAW FIRM, P.C.

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1 **EXHIBIT A**
2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____, whose address is _____

4 _____, declare under penalty of perjury that I have read in its
5 entirety and understand the Stipulated Protective Order that was issue by the United
6 States District Court for the Central District of California on _____ in
7 the case of *Williams International Co, L.L.C. v Ducommun Incorporated, et al.*,
8 case no. 2:23-cv-9403-MRA-AJR. I agree to comply with and to be bound by all
9 the terms of this Stipulated Protective Order and I understand and acknowledge that
10 failure to so comply could expose me to sanctions and punishment in the nature of
11 contempt. I solemnly promise that I will not disclose in any manner any information
12 or item that is subject to this Stipulated Protective Order to any person or entity
13 except in strict compliance with the provisions of this Order.
14
15

16 I further agree to submit to the jurisdiction of the United States District Court
17 for the Central District of California for the purpose of enforcing the terms of this
18 Stipulated Protective Order, even if such enforcement proceedings occur after
19 termination of this action

20 Date: _____

21 City and State where sworn and signed: _____

22 Printed Name: _____

23 Signature: _____
24