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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ERIC DOYLE and GABRIEL CONTRERAS, individually and on behalf of all similarly situated persons,

Plaintiff(s),

v.

FKA DISTRIBUTING CO., LLC d/b/a HOMEDICS LLC, a Michigan limited liability company; WALMART INC., a Delaware corporation; and A&D ENGINEERING INC., a Michigan corporation,

Defendant(s).

Case No. 2:23-cv-10807-SPG-SSC

STIPULATED PROTECTIVE ORDER¹

1. INTRODUCTION

1.1 Purposes and Limitations. Good cause exists for the entry of this pretrial protective order because the documents that will be sought by the parties

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Stephanie S. Christensen’s Procedures as of 24 July 2023.

1 in this breach of warranty, unfair competition, and fraud action (relating to
2 defendants' blood pressure monitors) largely comprise confidential technology,
3 customer information, sales information, business records, and medical records
4 for which the parties derive significant value from keeping such information
5 from the public. Discovery in this action is likely to involve production of
6 confidential, proprietary, or private information for which special
7 protection from public disclosure and from use for any purpose other
8 than prosecuting this litigation may be warranted. Accordingly, the
9 parties hereby stipulate to and petition the court to enter the following
10 Stipulated Protective Order. The parties acknowledge that this Order
11 does not confer blanket protections on all disclosures or responses to
12 discovery and that the protection it affords from public disclosure and
13 use extends only to the limited information or items that are entitled to
14 confidential treatment under the applicable legal principles.

15 1.2 Good Cause Statement.

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

14 Further, good cause exists for a two-tiered, attorney-eyes-only
15 protective order that designates certain material as “Highly
16 Confidential” since this case involves allegations against direct
17 competitors relating to each of defendants’ proprietary technology that
18 may require production of highly confidential product design, financial,
19 customer, and supplier information, the disclosure of which to the other
20 parties would damage the disclosing party.

21
22 1.3 Acknowledgment of Procedure for Filing Under Seal. The
23 parties further acknowledge, as set forth in Section 12.3, below, that this
24 Stipulated Protective Order does not entitle them to file confidential
25 information under seal; Local Rule 79-5 sets forth the procedures that
26 must be followed and the standards that will be applied when a party
27 seeks permission from the court to file material under seal.

28 There is a strong presumption that the public has a right of access

1 to judicial proceedings and records in civil cases. In connection with
2 non-dispositive motions, good cause must be shown to support a filing
3 under seal. *See Kamakana v. City and Cnty. of Honolulu*, 447 F.3d
4 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd v. Gen. Motors*
5 *Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v. Sony*
6 *Elects., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
7 protective orders require good cause showing), and a specific showing of
8 good cause or compelling reasons with proper evidentiary support and
9 legal justification, must be made with respect to Protected Material that
10 a party seeks to file under seal. The parties’ mere designation of
11 Disclosure or Discovery Material as “CONFIDENTIAL” or “HIGHLY
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” does not—without the
13 submission of competent evidence by declaration, establishing that the
14 material sought to be filed under seal qualifies as confidential,
15 privileged, or otherwise protectable—constitute good cause.

16
17 Further, if a party requests sealing related to a dispositive motion
18 or trial, then compelling reasons, not only good cause, for the sealing
19 must be shown, and the relief sought shall be narrowly tailored to serve
20 the specific interest to be protected. *See Pintos v. Pac. Creditors Ass’n*,
21 605 F.3d 665, 677–79 (9th Cir. 2010). For each item or type of
22 information, document, or thing sought to be filed or introduced under
23 seal in connection with a dispositive motion or trial, the party seeking
24 protection must articulate compelling reasons, supported by specific
25 facts and legal justification, for the requested sealing order. Again,
26 competent evidence supporting the application to file documents under
27 seal must be provided by declaration.

28 Any document that is not confidential, privileged, or otherwise

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

7
8 **2. DEFINITIONS**

9 2.1 Action: The above-captioned pending federal lawsuit.

10 2.2 Challenging Party: a Party or Non-Party that challenges the
11 designation of information or items under this Order.

12 2.3 “CONFIDENTIAL” Information or Items: information
13 (regardless of how it is generated, stored or maintained) or tangible
14 things that qualify for protection under Rule 26(c) of the Federal Rules of
15 Civil Procedure, and as specified above in the Good Cause Statement.

16 2.4 Counsel: Outside Counsel of Record and House Counsel (as
17 well as their support staff).

18 2.5 Designating Party: a Party or Non-Party that designates
19 information or items that it produces in disclosures or in responses to
20 discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
21 ATTORNEYS’ EYES ONLY.”

22 2.6 Direct Competitors: FKA DISTRIBUTING CO., LLC d/b/a
23 HOMEDICS LLC, a Michigan limited liability company, is a direct
24 competitor of A&D ENGINEERING INC., a Michigan corporation, and
25 vice versa.

26 2.7 Disclosure or Discovery Material: all items or information,
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1 regardless of the medium or manner in which it is generated, stored, or
2 maintained (including, among other things, testimony, transcripts, and
3 tangible things), that are produced or generated in disclosures or
4 responses to discovery in this matter.

5 2.8 Expert: a person with specialized knowledge or experience in
6 a matter pertinent to the litigation who has been retained by a Party or
7 its counsel to serve as an expert witness or as a consultant in this Action.

8 2.9 Final Disposition: the later of (1) dismissal of all claims and
9 defenses in this Action, with or without prejudice; and (2) final judgment
10 herein after the completion and exhaustion of all appeals, rehearings,
11 remands, trials, or reviews of this Action, including the time limits for
12 filing any motions or applications for extension of time pursuant to
13 applicable law.

14 2.10 In-House Counsel: attorneys who are employees of a party to
15 this Action. In-House Counsel does not include Outside Counsel of
16 Record or any other outside counsel.

17 2.11 Non-Party: any natural person, partnership, corporation,
18 association, or other legal entity not named as a Party to this action.

19 2.12 Outside Counsel of Record: attorneys who are not employees
20 of a party to this Action but are retained to represent or advise a party to
21 this Action and have appeared in this Action on behalf of that party or
22 are affiliated with a law firm which has appeared on behalf of that party,
23 and includes support staff.

24 2.13 Party: any party to this Action, including all of its officers,
25 directors, employees, consultants, retained experts, and Outside Counsel
26 of Record (and their support staffs).

27 2.14 Producing Party: a Party or Non-Party that produces
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1 Disclosure or Discovery Material in this Action.

2 2.15 Professional Vendors: persons or entities that provide
3 litigation- support services (e.g., photocopying, videotaping, translating,
4 preparing exhibits or demonstrations, and organizing, storing, or
5 retrieving data in any form or medium) and their employees and
6 subcontractors.

7 2.16 Protected Material: any Disclosure or Discovery Material that
8 is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
9 ATTORNEYS’ EYES ONLY.”

10 2.17 Receiving Party: a Party that receives Disclosure or Discovery
11 Material from a Producing Party.

12 2.18 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
13 Information or Items: extremely sensitive “CONFIDENTIAL Information
14 or Items,” disclosure of which to another Party or Nonparty would create
15 a substantial risk of serious harm that could not be avoided by less
16 restrictive means.

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19 **3. SCOPE**

20 The protections conferred by this Stipulation and Order cover not
21 only Protected Material (as defined above), but also (1) any information
22 copied or extracted from Protected Material; (2) all copies, excerpts,
23 summaries, or compilations of Protected Material; and (3) any
24 testimony, conversations, or presentations by Parties or their Counsel
25 that might reveal Protected Material.

1 Any use of Protected Material at trial shall be governed by the
2 orders of the trial judge. This Stipulated Protective Order does not
3 govern the use of Protected Material at trial.
4

5 **4. TRIAL AND DURATION**

6 The terms of this Stipulated Protective Order apply through Final
7 Disposition of the Action.
8

9 Once a case proceeds to trial, unless ordered to the contrary by the
10 Court, information that was designated as CONFIDENTIAL ” or
11 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or
12 maintained pursuant to this Stipulated Protective Order and used or
13 introduced as an exhibit at trial becomes public and will be
14 presumptively available to all members of the public, including the
15 press, unless compelling reasons supported by specific factual findings
16 to proceed otherwise are made to the trial judge in advance of the trial.
17 *See Kamakana*, 447 F.3d at 1180–81 (distinguishing “good cause”
18 showing for sealing documents produced in discovery from “compelling
19 reasons” standard when merits-related documents are part of court
20 record). Accordingly, for such materials, unless ordered to the contrary
21 by the Court, the terms of this Stipulated Protective Order do not
22 extend beyond the commencement of the trial.
23

24 Even after Final Disposition of this litigation, the confidentiality
25 obligations imposed by this Stipulated Protective Order shall remain in
26 effect until a Designating Party agrees otherwise in writing or a court
27 order otherwise directs.
28

1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for
3 Protection. Each Party or Non-Party that designates information or
4 items for protection under this Order must take care to limit any such
5 designation to specific material that qualifies under the appropriate
6 standards. The Designating Party must designate for protection only
7 those parts of material, documents, items, or oral or written
8 communications that qualify so that other portions of the material,
9 documents, items, or communications for which protection is not
10 warranted are not swept unjustifiably within the ambit of this Order.

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

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

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

26 Designation in conformity with this Stipulated Protective Order
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1 requires:

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

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

28 (b) for testimony given in depositions that the Designating Party

1 identify the Disclosure or Discovery Material on the record, before the
2 close of the deposition all protected testimony. When it is impractical to
3 identify separately each portion of testimony that is entitled to
4 protection and it appears that substantial portions of the testimony may
5 qualify for protection, the Designating Party may invoke on the record
6 (before the deposition, hearing, or other proceeding is concluded) a right
7 to have up to 30 days to identify the specific portions of the testimony as
8 to which protection is sought. Only those portions of the testimony that
9 are appropriately designated for protection within the 30 days shall be
10 covered by the provisions of this Stipulated Protective Order.

11 Parties shall give the other Parties notice if they reasonably
12 expect a deposition, hearing or other proceeding to include Protected
13 Material so that the other Parties can ensure that only authorized
14 individuals, e.g., who have signed the “Acknowledgment and Agreement
15 to Be Bound” (Exhibit A), are present at those proceedings. The use of a
16 document as an exhibit at a deposition shall not in any way affect its
17 designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
18 ATTORNEYS’ EYES ONLY.” Transcripts containing Protected Material
19 shall have an obvious legend on the title page that the transcript
20 contains Protected Material, and the title page shall be followed by a list
21 of all pages (including line numbers, as appropriate) that have been
22 designated as Protected Material and the level of protection being
23 asserted by the Designating Party. The Designating Party shall inform
24 the court reporter of these requirements. Any transcript that is prepared
25 before the expiration of the 30-day period for designation shall be treated
26 during that period as if it had been designated “HIGHLY
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
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1 otherwise agreed. After the expiration of that period, the transcript shall
2 be treated only as actually designated. Counsel for any Party to this
3 Order shall have the right to exclude from depositions, other than the
4 deponent and the reporter, any person who is not authorized under this
5 Order to receive Protected Material. Such right of exclusion shall be
6 applicable only during periods of examination or testimony directed to
7 Protected Material.

8 (c) for information produced in some form other than
9 documentary and for any other tangible items, that the Producing Party
10 affix in a prominent place on the exterior of the container or containers
11 in which the information is stored the “CONFIDENTIAL” or “HIGHLY
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend. If only a
13 portion or portions of the information warrants protection, the Producing
14 Party, to the extent practicable, shall identify the protected portion(s).

15 (d) For information produced solely in electronic form and that is not
16 rendered electronically as an image (such as, for example, a Microsoft Excel
17 file, an electronic audio file, or an electronic video file), the designation
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
19 EYES ONLY” shall be added to the electronic file’s filename.

20
21 5.3 Inadvertent Failures to Designate. If timely corrected, an
22 inadvertent failure to designate qualified information or items does not,
23 standing alone, waive the Designating Party’s right to secure protection
24 under this Order for such material. Upon timely correction of a
25 designation, the Receiving Party must make reasonable efforts to assure
26 that the material is treated in accordance with the provisions of this
27 Stipulated Protective Order.
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1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Timing of Challenges. Any Party or Non-Party may
3 challenge a designation of confidentiality at any time that is consistent
4 with the court’s Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party shall initiate the
6 dispute resolution process under Local Rule 37.1 et seq. and with
7 Section 2 of Judge Christensen’s Civil Procedures titled “Brief Pre-
8 Discovery Motion Conference.”²

9 6.3 The burden of persuasion in any such challenge proceeding
10 shall be on the Designating Party. Frivolous challenges, and those
11 made for an improper purpose (e.g., to harass or impose unnecessary
12 expenses and burdens on other parties) may expose the Challenging
13 Party to sanctions. Unless the Designating Party has waived or
14 withdrawn the confidentiality designation, all parties shall continue to
15 afford the material in question the level of protection to which it is
16 entitled under the Producing Party’s designation until the court rules on
17 the challenge.
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20 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

21 7.1 Basic Principles. A Receiving Party may use Protected
22 Material that is disclosed or produced by another Party or by a Non-
23 Party in connection with this Action only for prosecuting, defending, or
24 attempting to settle this Action. Such Protected Material may be
25 disclosed only to the categories of persons and under the conditions
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27 ² Judge Christensen’s Procedures are available at
28 <https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

1 described in this Order. When the Action reaches a Final Disposition, a
2 Receiving Party must comply with the provisions of section 13 below.

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

7 7.2 Disclosure of “CONFIDENTIAL” Information or Items.

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

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

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

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

20 (d) to the court and its personnel;

21 (e) to court reporters and their staff;

22 (f) to professional jury or trial consultants, mock jurors, and
23 Professional Vendors to whom disclosure is reasonably necessary for
24 this Action and who have signed the “Acknowledgment and Agreement
25 to Be Bound” (Exhibit A);

26 (g) to the author or recipient of a document containing the
27 information or a custodian or other person who otherwise possessed or
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1 knew the information;

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

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

16 7.3 Disclosure of “HIGHLY CONFIDENTIAL –
17 ATTORNEYS’ EYES ONLY” Information or Items.
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19 Unless otherwise ordered by the court or permitted in writing by
20 the Designating Party, a Receiving Party may disclose any information
21 or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
22 ONLY” only to:

23 (a) The Receiving Party’s Outside Counsel of Record in this
24 action, as well as employees of said Outside Counsel of
25 Record to whom it is reasonably necessary to disclose the
26 information for this litigation;

27 (b) Experts of the Receiving Party (1) to whom disclosure is
28 reasonably necessary for this litigation, (2) who have signed

1 the “Acknowledgment and Agreement to Be Bound” (Exhibit
2 A), and (3) as to whom the procedures set forth in paragraph
3 7.4, below, have been followed;

- 4 (c) The court and its personnel;
- 5 (d) Court reporters and their staff,
- 6 (e) Professional jury or trial consultants, mock jurors, and
7 Professional Vendors to whom disclosure is reasonably
8 necessary for this litigation and who have signed the
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 10 (f) The author or lawful recipient of a document containing the
11 information or a custodian or other person who otherwise
12 possessed or knew the information; and
- 13 (g) Any mediator or settlement officer, and their supporting
14 personnel, mutually agreed upon by any of the parties
15 engaged in settlement discussions.

16 7.4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
17 ATTORNEYS’ EYES ONLY” information or items of the Designating
18 Party may be disclosed by a Receiving Party to a Receiving Party’s
19 Expert without prior disclosure of the identity of the Expert to the
20 Designating Party provided that the Expert is not a current owner,
21 shareholder, member, officer, director, agent, or employee of a Direct
22 Competitor or any other competitor of a Party, or anticipated to become
23 one. Otherwise, prior to the time that a Receiving Party discloses any
24 Protected Material to the Receiving Party’s Expert, the Receiving Party
25 must first serve on the Designating Party the Acknowledgment and
26 Agreement to Be Bound (Exhibit A) signed by that Expert together with
27 a copy of the Expert’s up-to-date CV; the Designating Party shall then
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1 have an opportunity to object to such disclosure with seven (7) days of
2 service of the Acknowledgment, after which the parties shall meet and
3 confer, within seven (7) days of the objection. If the matter cannot be
4 resolved within that period or an alternative period agreed to by the
5 parties, then the Designating Party shall file a motion to exclude the
6 Expert from viewing the Designating Party's Protected Material, within
7 fourteen (14) days after the meeting confer was held. No disclosure to
8 the Expert shall be made by the Receiving Party until which time that
9 the Court rules on the motion and permits disclosure to the Expert. The
10 Designating Party's failure to file such a motion within the allotted time
11 shall be deemed consent to disclosure to the Expert. Notwithstanding the
12 foregoing, the Designating Party may object to the Expert's continued
13 access to the Protected Material in the event that the Expert, at a later
14 date, becomes an owner, shareholder, member, officer, director, agent,
15 or employee of a competitor of a Party.
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18 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
19 **PRODUCED IN OTHER LITIGATION**

20 If a Party is served with a subpoena or a court order issued in
21 other litigation that compels disclosure of any information or items
22 designated in this Action as "CONFIDENTIAL" or "HIGHLY
23 CONFIDENTIAL – ATTORNEYS' EYES ONLY," that Party must:

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

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

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

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

22 9.1 Application. The terms of this Stipulated Protective Order
23 are applicable to information produced by a Non-Party in this Action and
24 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
25 ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties
26 in connection with this litigation is protected by the remedies and relief
27 provided by this Order. Nothing in these provisions should be construed
28 as prohibiting a Non-Party from seeking additional protections.

1 9.2 Notification. In the event that a Party is required, by a valid
2 discovery request, to produce a Non-Party's confidential information in
3 its possession, and the Party is subject to an agreement with the Non-
4 Party not to produce the Non-Party's confidential information, then the
5 Party shall:

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

9 (b) make the information requested available for inspection by
10 the Non-Party, if requested.

11 9.3 Conditions of Production. If the Non-Party fails to seek a
12 protective order from this court within 14 days of receiving the notice
13 and accompanying information, the Receiving Party may produce the
14 Non-Party's confidential information responsive to the discovery request
15 bearing one of the Protected Material designations, as appropriate. If
16 the Non-Party timely seeks a protective order, the Receiving Party shall
17 not produce any information in its possession or control that is subject to
18 the confidentiality agreement with the Non-Party before a determination
19 by the court. Absent a court order to the contrary, the Non-Party shall
20 bear the burden and expense of seeking protection in this court of its
21 Protected Material.
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24 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED**
25 **MATERIAL**

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

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

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

1 **12. MISCELLANEOUS**

2 12.1 Right to Further Relief. Nothing in this Stipulated
3 Protective Order abridges the right of any person to seek its
4 modification by the court in the future.

5 12.2 Right to Assert Other Objections. By stipulating to the entry
6 of this Stipulated Protective Order no Party waives any right it
7 otherwise would have to object to disclosing or producing any
8 information or item on any ground not addressed in this Stipulated
9 Protective Order. Similarly, no Party waives any right to object on any
10 ground to use in evidence of any of the material covered by this
11 Stipulated Protective Order.

12 12.3 Filing Protected Material. A Party that seeks to file under
13 seal any Protected Material must comply with Local Rule 79-5.
14 Protected Material may only be filed under seal pursuant to a court
15 order authorizing the sealing of the specific Protected Material at issue.
16 If a Party's request to file Protected Material under seal is denied by the
17 court, then the Receiving Party may file the information in the public
18 record unless otherwise instructed by the court.
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21 **13. FINAL DISPOSITION**

22 After the Final Disposition of this Action, as defined in paragraph
23 4, within 60 days of a written request by the Designating Party, each
24 Receiving Party must return all Protected Material to the Producing
25 Party or destroy such material. As used in this subdivision, "all
26 Protected Material" includes all copies, abstracts, compilations,
27 summaries, and any other format reproducing or capturing any of the
28

1 Protected Material. Whether the Protected Material is returned or
2 destroyed, the Receiving Party must submit a written certification to
3 the Producing Party (and, if not the same person or entity, to the
4 Designating Party) by the 60 day deadline that (1) identifies (by
5 category, where appropriate) all the Protected Material that was
6 returned or destroyed and (2) affirms that the Receiving Party has not
7 retained any copies, abstracts, compilations, summaries or any other
8 format reproducing or capturing any of the Protected Material.

9 Notwithstanding this provision, Outside Counsel of Record is entitled to
10 retain an archival copy of all pleadings, motion papers, trial, deposition,
11 and hearing transcripts, legal memoranda, correspondence, deposition
12 and trial exhibits, expert reports, attorney work product, and consultant
13 and expert work product, even if such materials contain Protected
14 Material. Any such archival copies that contain or constitute Protected
15 Material remain subject to this Protective Order as set forth in Section
16 4.
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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.



DATED: March 6, 2025

STEPHANIE S. CHRISTENSEN
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 the United States
District Court for the Central District of California on **[date]** in the
case of _____ **[insert formal name of the case and the
number and initials assigned to it by the court]**. 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

1 my California agent for service of process in connection with this action
2 or any proceedings related to enforcement of this Stipulated Protective
3 Order.

4
5 Date: _____

6 City and State where sworn and
7 signed: _____

8 Printed name: _____

9 Signature: _____

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