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 12
 13 UNITED STATES DISTRICT COURT
 14 CENTRAL DISTRICT OF CALIFORNIA

15
 16 RACHEL CAVALLO

17 Plaintiff,

18 v.

19 CERBA RESEARCH USA, INC.
 20 HEALTH & WELFARE PLAN,

21 Defendant.

Case No. 2:24-cv-00676-RGK-JPR

**STIPULATED PROTECTIVE
 ORDER**

22
 23 1. INTRODUCTION

24 1.1. PURPOSES AND LIMITATIONS

25 Discovery in this action may involve production of confidential, proprietary, or
 26 private information for which special protection from public disclosure and from use for
 27 any purpose other than prosecuting this litigation may be warranted. Accordingly, the
 28 Parties hereby stipulate to and petition the Court to enter the following Stipulated

1 Protective Order. The Parties acknowledge that this Order does not confer blanket
2 protections on all disclosures or responses to discovery and that the protection it affords
3 from public disclosure and use extends only to the limited information or items that are
4 entitled to confidential treatment under the applicable legal principles. The Parties further
5 acknowledge, as set forth in Section 12.3 below, that this Order does not entitle them to
6 file Confidential Information under seal; Civil Local Rule 79-5 sets forth the procedures
7 that must be followed and the standards that will be applied when a Party seeks
8 permission from the Court to file material under seal.

9 1.2. GOOD CAUSE STATEMENT

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

1 there is good cause why it should not be part of the public record of this case.

2 2. DEFINITIONS

3 2.1. Action: *Rachel Cavallo v. Cerba Research USA, Inc. Health & Welfare*
4 *Plan*, Case No. 2:24-cv-00676-RGK-JPR.

5 2.2. Challenging Party: a Party or Nonparty that challenges the designation of
6 information or items under this Order.

7 2.3. “CONFIDENTIAL” Information or Items: information (regardless of how it
8 is generated, stored, or maintained) or tangible things that qualify for protection under
9 Federal Rule of Civil Procedure 26(c) and as specified above in the Good Cause
10 Statement.

11 2.4. Counsel: Outside Counsel of Record and House Counsel (as well as their
12 support staff).

13 2.5. Designating Party: a Party or Nonparty that designates information or items
14 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

15 2.6. Disclosure or Discovery Material: all items or information, regardless of the
16 medium or manner in which it is generated, stored, or maintained (including, among
17 other things, testimony, transcripts, and tangible things), that are produced or generated in
18 disclosures or responses to discovery in this matter.

19 2.7. Expert: a person with specialized knowledge or experience in a matter
20 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
21 expert witness or as a consultant in this action.

22 2.8. House Counsel: attorneys who are employees of a Party to this Action.
23 House Counsel does not include Outside Counsel of Record or any other outside counsel.

24 2.9. Nonparty: any natural person, partnership, corporation, association, or other
25 legal entity not named as a Party to this action.

26 2.10. Outside Counsel of Record: attorneys who are not employees of a Party to
27 this Action but are retained to represent or advise a Party and have appeared in this
28 Action on behalf of that Party or are affiliated with a law firm that has appeared on behalf

1 of that Party, including support staff.

2 2.11. Party: any Party to this Action, including all of its officers, directors,
3 employees, consultants, retained experts, and Outside Counsel of Record (and their
4 support staffs).

5 2.12. Producing Party: a Party or Nonparty that produces Disclosure or Discovery
6 Material in this Action.

7 2.13. Professional Vendors: persons or entities that provide litigation support
8 services (for example, photocopying, videotaping, translating, preparing exhibits or
9 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
10 their employees and subcontractors.

11 2.14. Protected Material: any Disclosure or Discovery Material that is designated
12 as “CONFIDENTIAL.”

13 2.15. Receiving Party: a Party that receives Disclosure or Discovery Material from
14 a Producing Party.

15 3. SCOPE

16 The protections conferred by this Stipulation and Order cover not only Protected
17 Material (as defined above) but also any information copied or extracted from Protected
18 Material; all copies, excerpts, summaries, or compilations of Protected Material; and any
19 testimony, conversations, or presentations by Parties or their Counsel that might reveal
20 Protected Material.

21 Any use of Protected Material at trial will be governed by the orders of the trial
22 judge. This Order does not govern the use of Protected Material at trial.

23 4. DURATION

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

1 of this Action, including the time limits for filing any motions or applications for
2 extension of time under applicable law.

3 5. DESIGNATING PROTECTED MATERIAL

4 5.1. Each Party or Nonparty that designates information or items for protection
5 under this Order must take care to limit any such designation to specific material that
6 qualifies under the appropriate standards. To the extent practicable, the Designating Party
7 must designate for protection only those parts of material, documents, items, or oral or
8 written communications that qualify so that other portions of the material, documents,
9 items, or communications for which protection is not warranted are not swept
10 unjustifiably within the ambit of this Order.

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

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

20 5.2. Except as otherwise provided in this Order, Disclosure or Discovery
21 Material that qualifies for protection under this Order must be clearly so designated
22 before the material is disclosed or produced.

23 Designation in conformity with this Order requires the following:

24 (a) for information in documentary form (for example, paper or electronic
25 documents but excluding transcripts of depositions or other pretrial or trial proceedings),
26 the Producing Party must affix at a minimum the legend "CONFIDENTIAL" to each
27 page that contains Protected Material. If only a portion or portions of the material on a
28 page qualify for protection, the Producing Party should to the extent practicable clearly

1 identify the protected portion(s) (for example, by making appropriate markings in the
2 margins).

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

14 (b) for testimony given in depositions, the Designating Party must identify the
15 Disclosure or Discovery Material that is protected on the record, before the close of the
16 deposition.

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

22 5.3. If timely corrected, an inadvertent failure to designate qualified information
23 or items does not, standing alone, waive the Designating Party’s right to secure protection
24 under this Order for that material. On timely correction of a designation, the Receiving
25 Party must make reasonable efforts to assure that the material is treated in accordance
26 with the provisions of this Order.

27 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

28 6.1. Any Party or Nonparty may challenge a designation of confidentiality at any

1 time consistent with the Court’s scheduling order.

2 6.2. The Challenging Party must initiate the dispute-resolution process (and, if
3 necessary, file a discovery motion) under Local Rule 37.

4 6.3. The burden of persuasion in any such proceeding is on the Designating
5 Party. Frivolous challenges, and those made for an improper purpose (for example, to
6 harass or impose unnecessary expenses and burdens on other parties), may expose the
7 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
8 the confidentiality designation, all parties must continue to afford the material in question
9 the level of protection to which it is entitled under the Producing Party’s designation until
10 the Court rules on the challenge.

11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

12 7.1. A Receiving Party may use Protected Material that is disclosed or produced
13 by another Party or by a Nonparty in connection with this Action only for prosecuting,
14 defending, or attempting to settle this Action. Such Protected Material may be disclosed
15 only to the categories of people and under the conditions described in this Order. When
16 the Action has been terminated, a Receiving Party must comply with the provisions of
17 Section 13 below (FINAL DISPOSITION).

18 Protected Material must be stored and maintained by a Receiving Party at a
19 location and in a manner sufficiently secure to ensure that access is limited to the people
20 authorized under this Order.

21 7.2. Unless otherwise ordered by the Court or permitted in writing by the
22 Designating Party, a Receiving Party may disclose any information or item designated
23 “CONFIDENTIAL” only to the following people:

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

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

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

4 (d) the Court and its personnel;

5 (e) court reporters and their staff;

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

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

11 (h) during their depositions, witnesses and attorneys for witnesses to whom
12 disclosure is reasonably necessary, provided that the deposing party requests that the
13 witness sign the form attached as Exhibit A hereto and the witnesses will not be
14 permitted to keep any confidential information unless they sign the form, unless
15 otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed
16 deposition testimony or exhibits to depositions that reveal Protected Material may be
17 separately bound by the court reporter and may not be disclosed to anyone except as
18 permitted under this Order; and

19 (i) any mediator or settlement officer, and their supporting personnel, mutually
20 agreed on by any of the Parties engaged in settlement discussions or appointed by the
21 Court.

22 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
23 OTHER LITIGATION

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

27 (a) promptly notify in writing the Designating Party. Such notification must
28 include a copy of the subpoena or court order unless prohibited by law;

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

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

7 If the Designating Party timely seeks a protective order, the Party served with the
8 subpoena or court order should not produce any information designated in this action as
9 “CONFIDENTIAL” before a determination on the protective-order request by the
10 relevant court unless the Party has obtained the Designating Party’s permission. The
11 Designating Party bears the burden and expense of seeking protection of its Confidential
12 Material, and nothing in these provisions should be construed as authorizing or
13 encouraging a Receiving Party in this Action to disobey a lawful directive from another
14 court.

15 9. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN
16 THIS LITIGATION

17 (a) The terms of this Order are applicable to information produced by a
18 Nonparty in this Action and designated as “CONFIDENTIAL.” Such information is
19 protected by the remedies and relief provided by this Order. Nothing in these provisions
20 should be construed as prohibiting a Nonparty from seeking additional protections.

21 (b) In the event that a Party is required by a valid discovery request to produce a
22 Nonparty’s Confidential Information in its possession and the Party is subject to an
23 agreement with the Nonparty not to produce the Nonparty’s Confidential Information,
24 then the Party must

25 (1) promptly notify in writing the Requesting Party and the Nonparty that
26 some or all of the information requested is subject to a confidentiality agreement with a
27 Nonparty;

28 (2) promptly provide the Nonparty with a copy of this Order, the relevant

1 discovery request(s), and a reasonably specific description of the information requested;
2 and

3 (3) make the information requested available for inspection by the
4 Nonparty, if requested.

5 (c) If the Nonparty fails to seek a protective order within 21 days of receiving
6 the notice and accompanying information, the Receiving Party may produce the
7 Nonparty's Confidential Information responsive to the discovery request. If the Nonparty
8 timely seeks a protective order, the Receiving Party must not produce any information in
9 its possession or control that is subject to the confidentiality agreement with the Nonparty
10 before a ruling on the protective-order request. Absent a court order to the contrary, the
11 Nonparty must bear the burden and expense of seeking protection of its Protected
12 Material.

13 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

14 If a Receiving Party learns that by inadvertence or otherwise, it has disclosed
15 Protected Material to any person or in any circumstance not authorized under this Order,
16 the Receiving Party must immediately notify the Designating Party in writing of the
17 unauthorized disclosures, use its best efforts to retrieve all unauthorized copies of the
18 Protected Material, inform the person or people to whom unauthorized disclosures were
19 made of the terms of this Order, and ask that person or people to execute the
20 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

21 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 22 PROTECTED MATERIAL

23 When a Producing Party gives notice to Receiving Parties that certain inadvertently
24 produced material is subject to a claim of privilege or other protection, the obligations of
25 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).

26 12. MISCELLANEOUS

27 12.1. Nothing in this Order abridges the right of any person to seek its
28 modification by the Court.

1 12.2. By stipulating to the entry of this Order, no Party waives any right it
2 otherwise would have to object to disclosing or producing any information or item on any
3 ground not addressed in this Order. Similarly, no Party waives any right to object on any
4 ground to use in evidence of any of the material covered by this Order.

5 12.3. A Party that seeks to file under seal any Protected Material must comply
6 with Civil Local Rule 79-5. Protected Material may be filed under seal only pursuant to a
7 court order authorizing the sealing of the specific Protected Material at issue. If a Party's
8 request to file Protected Material under seal is denied, then the Receiving Party may file
9 the information in the public record unless otherwise instructed by the Court.

10 13. FINAL DISPOSITION

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

28 ///

1 14. SANCTIONS

2 Any willful violation of this Order may be punished by civil or criminal contempt,
3 financial or evidentiary sanctions, reference to disciplinary authorities, or other
4 appropriate action at the discretion of the Court.


5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6
7 DATED: January 23, 2025 _____ /s/ Elizabeth K. Green
8 Attorneys for Plaintiff

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10 DATED: January 23, 2025 _____ /s/ Kathleen Cahill Slaughter
11 Attorneys for Defendant

12 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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14 DATED: January 27, 2025



15 HON. JEAN P. ROSENBLUTH
16 United States Magistrate Judge
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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

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

20
21 Date: _____

22 City and State where signed: _____

23
24 Printed name: _____

25
26 Signature: _____