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16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**  
18 **WESTERN DIVISION AT LOS ANGELES**

19 DAVID HOUGH; et al.,  
20 Plaintiffs,  
21 vs.  
22 RYAN CARROLL; et al.,  
23 Defendants.

Case No. 2:24-cv-02886-WLH-SK  
Honorable Wesley L. Hsu  
**STIPULATED PROTECTIVE ORDER**

1        1.     A. PURPOSES AND LIMITATIONS

2            Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may  
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6 enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Order does not confer blanket protections on all disclosures or responses to  
8 discovery and that the protection it affords from public disclosure and use extends  
9 only to the limited information or items that are entitled to confidential treatment  
10 under the applicable legal principles. The parties further acknowledge, as set forth  
11 in Section 12.3 (Filing Protected Material), below, that this Stipulated Protective  
12 Order does not entitle them to file confidential information under seal; Civil Local  
13 Rule 79-5 sets forth the procedures that must be followed and the standards that will  
14 be applied when a party seeks permission from the court to file material under seal.

15            B. GOOD CAUSE STATEMENT

16            This action is likely to involve trade secrets, customer and pricing lists,  
17 financial information of parties and non-parties, and other valuable research,  
18 development, commercial, financial, technical and/or proprietary information for  
19 which special protection from public disclosure and from use for any purpose other  
20 than prosecution of this action is warranted. Such confidential and proprietary  
21 materials and information consist of, among other things, confidential business or  
22 financial information, confidential personal financial information, information  
23 regarding confidential business practices, or other confidential research,  
24 development, or commercial information (including information implicating privacy  
25 rights of third parties), information otherwise generally unavailable to the public, or  
26 which may be privileged or otherwise protected from disclosure under state or  
27 federal statutes, court rules, case decisions, or common law. Accordingly, to  
28 expedite the flow of information, to facilitate the prompt resolution of disputes over

1 confidentiality of discovery materials, to adequately protect information the parties  
2 are entitled to keep confidential, to ensure that the parties are permitted reasonable  
3 necessary uses of such material in preparation for and in the conduct of trial, to  
4 address their handling at the end of the litigation, and serve the ends of justice, a  
5 protective order for such information is justified in this matter. It is the intent of the  
6 parties that information will not be designated as confidential for tactical reasons  
7 and that nothing be so designated without a good faith belief that it has been  
8 maintained in a confidential, non-public manner, and there is good cause why it  
9 should not be part of the public record of this case.

10 2. DEFINITIONS

11 2.1 Action: This pending federal law suit styled as David Hough, et al. v.  
12 Ryan Carroll, et al., United States District Court, Central District of California,  
13 Case No. 2:24-cv-02886-WLH-SK.

14 2.2 Challenging Party: a Party or Non-Party that challenges the  
15 designation of information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
17 how it is generated, stored, or maintained) or tangible things that qualify for  
18 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
19 the Good Cause Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
21 their support staff).

22 2.5 Designating Party: a Party or Non-Party that designates information  
23 or items that it produces in disclosures or in responses to discovery as  
24 “CONFIDENTIAL.”

25 2.6 Disclosure or Discovery Material: all items or information,  
26 regardless of the medium or manner in which it is generated, stored, or maintained  
27 (including, among other things, testimony, transcripts, and tangible things), that  
28 are produced or generated in disclosures or responses to discovery in this matter.

1           2.7    Expert: a person with specialized knowledge or experience in a  
2 matter pertinent to the litigation who has been retained by a Party or its counsel to  
3 serve as an expert witness or as a consultant in this Action.

4           2.8    “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
5 Information or Items: extremely sensitive “Confidential Information or Items,”  
6 disclosure of which to another Party or Non-Party would create a substantial risk of  
7 serious harm that could not be avoided by less restrictive means.

8           2.9    House Counsel: attorneys who are employees of a party to this  
9 Action. House Counsel does not include Outside Counsel of Record or any other  
10 outside counsel.

11          2.10   Non-Party: any natural person, partnership, corporation, association,  
12 or other legal entity not named as a Party to this action.

13          2.11   Outside Counsel of Record: attorneys who are not employees of a  
14 party to this Action but are retained to represent or advise a party to this Action  
15 and have appeared in this Action on behalf of that party or are affiliated with a law  
16 firm which has appeared on behalf of that party, including support staff.

17          2.12   Party: any party to this Action, including all of its officers, directors,  
18 employees, consultants, retained experts, and Outside Counsel of Record (and their  
19 support staffs).

20          2.13   Producing Party: a Party or Non-Party that produces Disclosure or  
21 Discovery Material in this Action.

22          2.14   Professional Vendors: persons or entities that provide litigation  
23 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
25 and their employees and subcontractors.

26          2.15   Protected Material: any Disclosure or Discovery Material that is  
27 designated as either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
28 ATTORNEYS’ EYES ONLY.”

1           2.16 Receiving Party: a Party that receives Disclosure or Discovery  
2 Material from a Producing Party.

3           3. SCOPE

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

9           Any use of Protected Material at trial shall be governed by the orders of the  
10 trial judge. This Order does not govern the use of Protected Material at trial.

11           4. DURATION

12           Even after final disposition of this litigation, the confidentiality obligations  
13 imposed by this Order shall remain in effect until a Designating Party agrees  
14 otherwise in writing or a court order otherwise directs. Final disposition shall be  
15 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
16 with or without prejudice; and (2) final judgment herein after the completion and  
17 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
18 including the time limits for filing any motions or applications for extension of  
19 time pursuant to applicable law.

20           5. DESIGNATING PROTECTED MATERIAL

21           5.1 Exercise of Restraint and Care in Designating Material for  
22 Protection.

23           Each Party or Non-Party that designates information or items for protection  
24 under this Order must take care to limit any such designation to specific material  
25 that qualifies under the appropriate standards. The Designating Party must  
26 designate for protection only those parts of material, documents, items, or oral or  
27 written communications that qualify so that other portions of the material,  
28 documents, items, or communications for which protection is not warranted are

1 not swept unjustifiably within the ambit of this Order.

2 Mass, indiscriminate, or routinized designations are prohibited.

3 Designations that are shown to be clearly unjustified or that have been made for an  
4 improper purpose (e.g., to unnecessarily encumber the case development process  
5 or to impose unnecessary expenses and burdens on other parties) may expose the  
6 Designating Party to sanctions. The designation of material as “HIGHLY  
7 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” will not be used when the  
8 “CONFIDENTIAL” designation clearly protects the interests of the Designating  
9 Party, and all “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
10 designations will be closely scrutinized.

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

15 5.2 Manner and Timing of Designations. Except as otherwise provided  
16 in this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise  
17 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
18 under this Order must be clearly so designated before the material is disclosed or  
19 produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic  
22 documents, but excluding transcripts of depositions or other pretrial or trial  
23 proceedings), that the Producing Party affix at a minimum, the legend  
24 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) or “HIGHLY  
25 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (hereinafter “HIGHLY  
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY legend”), to each page that  
27 contains protected material. If only a portion or portions of the material on a page  
28 qualifies for protection, the Producing Party also must clearly identify the

1 protected portion(s) (e.g., by making appropriate markings in the margins).

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

16 (b) for testimony given in depositions, that the Designating Party must  
17 either (i) identify the Disclosure or Discovery Material on the record, before the  
18 close of the deposition all protected testimony and specify the level of protection  
19 being asserted or (ii) invoke on the record (before the deposition, hearing, or other  
20 proceeding is concluded) the right to have up to 21 days following receipt by that  
21 party of the “read and sign” copy of the transcript to identify the specific portions  
22 of the testimony as to which protection is sought and to specify the level of  
23 protection being asserted. .

24 While Protected Material is being used at a deposition, no person to whom the  
25 Protected Material may not be disclosed under this Order shall be present. While  
26 Protected Material is being used at a hearing or other proceeding, either Party may  
27 request that the courtroom be closed. The use of a document as an exhibit at a  
28 deposition shall not in any way affect its designation as “CONFIDENTIAL” or

1 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2 Transcripts containing Protected Material shall have an obvious legend on the  
3 title page that the transcript contains Protected Material, and the title page shall be  
4 followed by a list of all pages (including line numbers as appropriate) that have been  
5 designated as Protected Material and the level of protection being asserted by the  
6 Designating Party. The Designating Party shall inform the court reporter of these  
7 requirements. Any transcript that is prepared before the expiration of the 21-day  
8 period for designation shall be treated during that period as if it had been designated  
9 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless  
10 otherwise agreed. After the expiration of that period, the transcript shall be treated  
11 only as actually designated.

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

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
20 failure to designate qualified information or items does not, standing alone, waive  
21 the Designating Party’s right to secure protection under this Order for such  
22 material. Upon timely correction of a designation, the Receiving Party must make  
23 reasonable efforts to assure that the material is treated in accordance with the  
24 provisions of this Order.

25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
27 designation of confidentiality at any time that is consistent with the Court’s  
28 Scheduling Order.



1           6.2    Meet and Confer. The Challenging Party Shall initiate the dispute  
2 resolution process under Civil Local Rule 37-1 et seq and in conformity with  
3 Magistrate Judge Kim’s applicable chambers-specific rules.

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

12   7.    ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

23           7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
24 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
25 Receiving Party may disclose any information or item designated  
26 “CONFIDENTIAL” only to:

27                   (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
28 well as employees of said Outside Counsel of Record to whom it is reasonably

1 necessary to disclose the information for this Action;

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

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

7 (d) the Court and its personnel;

8 (e) court reporters and their staff;

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

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

14 (h) during their depositions, witnesses, and attorneys for witnesses, in  
15 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
16 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
17 they will not be permitted to keep any confidential information unless they sign the  
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
19 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
20 deposition testimony or exhibits to depositions that reveal Protected Material may  
21 be separately bound by the court reporter and may not be disclosed to anyone  
22 except as permitted under this Stipulated Protective Order; and

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

25 7.3 Disclosure of "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES  
26 ONLY" Information or Items. Unless otherwise ordered by the court or permitted in  
27 writing by the Designating Party, a Receiving Party may disclose any information or  
28 item designated "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" only

1 to:

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

5 (b) members of the Receiving Party’s In-House Counsel to whom  
6 disclosure is reasonably necessary for this action and who have executed the  
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (c) Experts of the Receiving Party (1) to whom disclosure is  
9 reasonably necessary for this litigation, (2) who have signed the “Acknowledgment  
10 and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set  
11 forth in paragraph 7.4(a), below, have been followed;

12 (d) the court and its personnel;

13 (e) court reporters and their staff, professional jury or trial  
14 consultants, and Professional Vendors to whom disclosure is reasonably necessary  
15 for this litigation and who have signed the “Acknowledgment and Agreement to Be  
16 Bound” (Exhibit A);

17 (f) the author or recipient of a document containing the information  
18 or a custodian or other person who otherwise possessed or knew the information;  
19 and

20 (g) any mediator or settlement officer, and their supporting  
21 personnel, mutually agreed upon by any of the parties engaged in settlement  
22 discussions.

23 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY  
24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to  
25 Experts.

26 (a) Unless otherwise ordered by the court or agreed to in writing by  
27 the Designating Party, a Party that seeks to disclose to an Expert (as defined in this  
28 Order) any information or item that has been designated “HIGHLY

1 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b)  
2 first must make a written request to the Designating Party that (1) identifies the  
3 general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY  
4 information that the Receiving Party seeks permission to disclose to the Expert, (2)  
5 sets forth the full name of the Expert and the city and state of his or her primary  
6 residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the  
7 Expert’s current employer, (5) identifies each person or entity by whom the Expert  
8 is currently retained<sup>1</sup>, and (6) identifies (by name and number of the case, filing  
9 date, and location of court) any litigation in connection with which the Expert has  
10 offered expert testimony, including through a declaration, report, or testimony at a  
11 deposition or trial, during the preceding five years.

12 (b) A Party that makes a request and provides the information  
13 specified in the preceding respective paragraphs may disclose the subject Protected  
14 Material to the identified Expert unless, within 14 days of delivering the request, the  
15 Party receives a written objection from the Designating Party. Any such objection  
16 must set forth in detail the grounds on which it is based.

17 (c) A Party that receives a timely written objection must meet and  
18 confer with the Designating Party (through direct voice to voice dialogue) to try to  
19 resolve the matter by agreement within seven days of the written objection. If no  
20 agreement is reached, the Party objecting to the disclosure to the Expert may file a  
21 motion as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule  
22 79-5, if applicable) seeking permission from the Court to prevent the Expert from  
23 reviewing the specified information. Any such motion must describe the  
24 circumstances with specificity, set forth in detail the reasons why the disclosure to  
25

26 <sup>1</sup> If the Expert believes any of this information is subject to a confidentiality  
27 obligation to a third-party, then the Expert should provide whatever information the  
28 Expert believes can be disclosed without violating any confidentiality agreements,  
and the Party seeking to disclose to the Expert shall be available to meet and confer  
with the Designating Party regarding any such engagement.

1 the Expert should be refused and assess the risk of harm that the disclosure would  
2 entail. In addition, any such motion must be accompanied by a competent  
3 declaration describing the parties' efforts to resolve the matter by agreement (i.e.,  
4 the extent and the content of the meet and confer discussions) and setting forth the  
5 reasons advanced by the Designating Party for its refusal to approve the disclosure.

6 In any such proceeding, the Party opposing disclosure to the Expert shall bear  
7 the burden of proving that the risk of harm that the disclosure would entail (under  
8 the safeguards proposed) outweighs the Receiving Party's need to disclose the  
9 Protected Material to its Expert.

10 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
11 IN OTHER LITIGATION

12 If a Party is served with a subpoena or a court order issued in other litigation  
13 that compels disclosure of any information or items designated in this Action as  
14 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
15 ONLY" that Party must:

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

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

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

24 If the Designating Party timely seeks a protective order, the Party served  
25 with the subpoena or court order shall not produce any information designated in  
26 this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
27 ATTORNEYS' EYES ONLY" before a determination by the court from which the  
28 subpoena or order issued, unless the Party has obtained the Designating Party's

1 permission. The Designating Party shall bear the burden and expense of seeking  
2 protection in that court of its confidential material, and nothing in these provisions  
3 should be construed as authorizing or encouraging a Receiving Party in this Action  
4 to disobey a lawful directive from another court.

5 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
6 PRODUCED IN THIS LITIGATION

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

13 (b) In the event that a Party is required, by a valid discovery request, to  
14 produce a Non-Party’s confidential information in its possession, and the Party is  
15 subject to an agreement with the Non-Party not to produce the Non-Party’s  
16 confidential information, then the Party shall:

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

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

23 (3) make the information requested available for inspection by the  
24 Non-Party, if requested.

25 (c) If the Non-Party fails to seek a protective order from this Court  
26 within 14 days of receiving the notice and accompanying information, the  
27 Receiving Party may produce the Non-Party’s confidential information responsive  
28 to the discovery request. If the Non-Party timely seeks a protective order, the

1 Receiving Party shall not produce any information in its possession or control that  
2 is subject to the confidentiality agreement with the Non-Party before a  
3 determination by the Court. Absent a court order to the contrary, the Non-Party  
4 shall bear the burden and expense of seeking protection in this Court of its  
5 Protected Material.

6 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a Receiving Party learns that, by inadvertence or otherwise, it has  
8 disclosed Protected Material to any person or in any circumstance not authorized  
9 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
10 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
11 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
12 the person or persons to whom unauthorized disclosures were made of all the  
13 terms of this Order, and (d) request such person or persons to execute the  
14 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
15 A.

16 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
17 PROTECTED MATERIAL

18 When a Producing Party gives notice to Receiving Parties that certain  
19 inadvertently produced material is subject to a claim of privilege or other  
20 protection, the obligations of the Receiving Parties are those set forth in Federal  
21 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
22 whatever procedure may be established in an e-discovery order that provides for  
23 production without prior privilege review. Pursuant to Federal Rule of Evidence  
24 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
25 of a communication or information covered by the attorney-client privilege or  
26 work product protection, the parties may incorporate their agreement in the  
27 stipulated protective order submitted to the Court.  
28

1       12.    MISCELLANEOUS

2           12.1   Right to Relief. Nothing in this Order abridges the right of any  
3 person to seek its modification by the Court in the future.

4           12.2   Right to Assert Other Objections. By stipulating to the entry of this  
5 Protective Order, no Party waives any right it otherwise would have to object to  
6 disclosing or producing any information or item on any ground not addressed in  
7 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
8 any ground to use in evidence of any of the material covered by this Protective  
9 Order.

10          12.3   Filing Protected Material. A Party that seeks to file under seal any  
11 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
12 may only be filed under seal pursuant to a court order authorizing the sealing of  
13 the specific Protected Material at issue. If a Party's request to file Protected  
14 Material under seal is denied by the court, then the Receiving Party may file the  
15 information in the public record unless otherwise instructed by the court.

16       13.    FINAL DISPOSITION

17           After the final disposition of this Action, as defined in Section 4  
18 (DURATION), within 60 days of a written request by the Designating Party, each  
19 Receiving Party must return all Protected Material to the Producing Party or  
20 destroy such material. As used in this subdivision, "all Protected Material"  
21 includes all copies, abstracts, compilations, summaries, and any other format  
22 reproducing or capturing any of the Protected Material. Whether the Protected  
23 Material is returned or destroyed, the Receiving Party must submit a written  
24 certification to the Producing Party (and, if not the same person or entity, to the  
25 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
26 appropriate) all the Protected Material that was returned or destroyed; and (2)  
27 affirms that the Receiving Party has not retained any copies, abstracts,  
28 compilations, summaries, or any other format reproducing or capturing any of the



1 Protected Material. Notwithstanding this provision, Counsel are entitled to retain  
2 an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
3 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
4 reports, attorney work product, and consultant and expert work product, even if  
5 such materials contain Protected Material. Any such archival copies that contain  
6 or constitute Protected Material remain subject to this Protective Order as set forth  
7 in Section 4 (DURATION).

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

11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

12 Dated: August 30, 2024

TROUTMAN PEPPER HAMILTON  
SANDERS LLP

*/s/ Nicholas J. Schuchert*

Michael S. Lowe  
David M. Gettings  
Elizabeth Holt Andrews  
Nicholas J. Schuchert

Attorneys for Defendant  
WELLS FARGO BANK, N.A.

19 Dated: August 30, 2024

BANKS LAW FIRM

*/s/ Nico Banks*

Nico Banks

Attorneys for Plaintiff  
DAVID HOUGH

25 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

26 Dated: August 30, 2024

  
Honorable Steve Kim  
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 my California agent for service of  
process in connection with this action or any proceedings related to enforcement of  
this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_