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11
 12 **UNITED STATES DISTRICT COURT**
FOR THE CENTRAL DISTRICT COURT OF CALIFORNIA
 13

14 DOT Operating Authority Inc.,
 15 a California Corporation,
 16
 Plaintiff,

Case No. 2:24-cv-3183 FMO (PDx)

STIPULATED PROTECTIVE ORDER

17
 18 v.

HON. PATRICIA DONAHUE
United States Magistrate Judge

19 LAV Permit Inc., a California
 Corporation; Valentina Mkrtchyan,
 20 an individual; and Rima Arakelyan,
 an individual,

21 Defendants.

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 23
 24

1 **I. PURPOSES AND LIMITATIONS**

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

12 **II. GOOD CAUSE STATEMENT**

13 A. This action is likely to involve confidential proprietary information such
14 trade secrets, customer and pricing lists and other valuable research, development,
15 commercial, financial, technical and/or proprietary information for which special
16 protection from public disclosure and from use for any purpose other than prosecution of
17 this action is warranted. Such confidential and proprietary materials and information
18 consist of, among other things, confidential business or financial information, information
19 regarding confidential business practices, or other confidential research, development, or
20 commercial information (including information implicating privacy rights of third
21 parties), information otherwise generally unavailable to the public, or which may be
22 privileged or otherwise protected from disclosure under state or federal statutes, court
23 rules, case decisions, or common law. Further, the parties in this action are competitors
24 and will likely exchange in discovery documents containing trade secret and/or other non-
public information that would cause competitive injury if released to the general public.
Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
disputes over confidentiality of discovery materials, to adequately protect information the

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

7 **III. DEFINITIONS**

8 A. Action: This protective order governs the following case: *DOT Operating*
9 *Authority Inc. v. LAV Permit Inc., et al.*, Case No. 2:24-cv-3183 FMO (PDx).

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

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

16 D. “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY” Information
17 or Items: Information (regardless of how it is generated, stored, or maintained) or tangible
18 things that qualify for protection under Federal Rule of Civil Procedure 26(c), and
19 constitute trade secret and/or other non-public information that would cause competitive
20 injury if released to the general public as specified above in the good cause statement.

21 D. Counsel: Outside Counsel of Record (as well as their support staff).

22 E. Designating Party: A Party or Non-Party that designates information or
23 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL”
24 or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”

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

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

4 H. House Counsel: Attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside counsel.

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

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

12 K. Party: Any party to this Action, including all of its officers, directors,
13 employees, consultants, retained experts, and Outside Counsel of Record (and their
14 support staffs).

15 L. Producing Party: A Party or Non-Party that produces Disclosure or
16 Discovery Material in this Action.

17 M. Professional Vendors: Persons or entities that provide litigation support
18 services (e.g., photocopying, videotaping, translating, preparing exhibits or
19 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
20 their employees and subcontractors.

21 N. Protected Material: Any Disclosure or Discovery Material that is designated
22 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”

23 O. Receiving Party: A Party that receives Disclosure or Discovery Material
24 from a Producing Party.

IV. SCOPE

A. The protections conferred by this Stipulation and Order cover not only
Protected Material (as defined above), but also (1) any information copied or extracted
from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected

1 Material; and (3) any testimony, conversations, or presentations by Parties or their
2 Counsel that might reveal Protected Material.

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

5 **V. DURATION**

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

13 **VI. DESIGNATING PROTECTED MATERIAL**

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

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

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

3. If it comes to a Designating Party's attention that information or
items that it designated for protection do not qualify for protection, that

1 Designating Party must promptly notify all other Parties that it is
2 withdrawing the inapplicable designation.

3 B. Manner and Timing of Designations

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

8 2. Designation in conformity with this Order requires the following:

9 a. For information in documentary form (e.g., paper or electronic
10 documents, but excluding transcripts of depositions or other pretrial
11 or trial proceedings), that the Producing Party affix at a minimum,
12 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-
13 ATTORNEYS’ EYES ONLY” (hereinafter “CONFIDENTIAL
14 legend”), to each page that contains protected material. If only a
15 portion or portions of the material on a page qualifies for protection,
16 the Producing Party also must clearly identify the protected
17 portion(s) (e.g., by making appropriate markings in the margins).

18 b. A Party or Non-Party that makes original documents available
19 for inspection need not designate them for protection until after the
20 inspecting Party has indicated which documents it would like copied
21 and produced. During the inspection and before the designation, all
22 of the material made available for inspection shall be deemed
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-
24 ATTORNEYS’ EYES ONLY.” After the inspecting Party has
identified the documents it wants copied and produced, the
Producing Party must determine which documents, or portions
thereof, qualify for protection under this Order. Then, before
producing the specified documents, the Producing Party must affix
the “CONFIDENTIAL legend” to each page that contains Protected

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

5 c. For testimony given in depositions, that the Designating Party
6 identify the Disclosure or Discovery Material on the record, before
7 the close of the deposition all protected testimony.

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

16 C. Inadvertent Failure to Designate

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

23 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

24 A. Timing of Challenges

1. Any party or Non-Party may challenge a designation of
confidentiality at any time that is consistent with the Court's Scheduling
Order.

B. Meet and Confer

1 1. The Challenging Party shall initiate the dispute resolution process
2 under Local Rule 37.1 et seq.

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

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

9 A. Basic Principles

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

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

18 B. Disclosure of “CONFIDENTIAL” Information or Items

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

22 a. The Receiving Party’s Outside Counsel of Record in this
23 Action, as well as employees of said Outside Counsel of Record to
24 whom it is reasonably necessary to disclose the information for this
 Action;

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

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

8 d. The Court and its personnel;

9 e. Court reporters and their staff;

10 f. Professional jury or trial consultants, mock jurors, and
11 Professional Vendors to whom disclosure is reasonably necessary for
12 this Action and who have signed the “Acknowledgment and
13 Agreement to be Bound” attached as Exhibit A hereto;

14 g. The author or recipient of a document containing the
15 information or a custodian or other person who otherwise possessed
16 or knew the information;

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

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

4 C. Disclosure of “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY”
5 Information or Items. Unless otherwise ordered by the Court or permitted in writing by
6 the designating party, a receiving party may disclose any information or item designated
7 “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY” only to:

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

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

16 c. The Court and its personnel;

17 d. Court reporters and their staff;

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

22 f. The author or recipient of a document containing the
23 information or a custodian or other person who otherwise possessed
24 or knew the information;

g. During their depositions, witnesses, and attorneys for
witnesses, in the Action to whom disclosure is reasonably necessary
provided: (i) the deposing party requests that the witness sign the
“Acknowledgment and Agreement to Be Bound;” and (ii) they will
not be permitted to keep any confidential information unless they

1 sign the “Acknowledgment and Agreement to Be Bound,” unless
2 otherwise agreed by the Designating Party or ordered by the Court.
3 Pages of transcribed deposition testimony or exhibits to depositions
4 that reveal Protected Material may be separately bound by the court
5 reporter and may not be disclosed to anyone except as permitted
6 under this Stipulated Protective Order; and

7 h. Any mediator or settlement officer, and their supporting
8 personnel, mutually agreed upon by any of the parties engaged in
9 settlement discussions.

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

12 A. 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 ONLY,”
15 that Party must:

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

18 2. 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
20 by the subpoena or order is subject to this Protective Order. Such
21 notification shall include a copy of this Stipulated Protective Order; and

22 3. Cooperate with respect to all reasonable procedures sought to be
23 pursued by the Designating Party whose Protected Material may be affected.

24 B. If the Designating Party timely seeks a protective order, the Party served
with the subpoena or court order shall not produce any information designated in this
action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES
ONLY” before a determination by the Court from which the subpoena or order issued,
unless the Party has obtained the Designating Party’s permission. The Designating Party

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

4 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
5 **PRODUCED IN THIS LITIGATION**

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

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

- 14 1. Promptly notify in writing the Requesting Party and the Non-Party
15 that some or all of the information requested is subject to a confidentiality
16 agreement with a Non-Party;
- 17 2. Promptly provide the Non-Party with a copy of the Stipulated
18 Protective Order in this Action, the relevant discovery request(s), and a
19 reasonably specific description of the information requested; and
- 20 3. Make the information requested available for inspection by the Non-
21 Party, if requested.

21 C. If the Non-Party fails to seek a protective order from this court within 14
22 days of receiving the notice and accompanying information, the Receiving Party may
23 produce the Non-Party’s confidential information responsive to the discovery request. If
24 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
information in its possession or control that is subject to the confidentiality agreement

1 with the Non-Party before a determination by the court. Absent a court order to the
2 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
3 court of its Protected Material.

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

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

13 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
14 PROTECTED MATERIAL**

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

24 **XIII. MISCELLANEOUS**

A. Right to Further Relief

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

B. Right to Assert Other Objections

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

7 C. Filing Protected Material

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

12 **XIV. FINAL DISPOSITION**

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

1 contain or constitute Protected Material remain subject to this Protective Order as set forth
2 in Section V.

3 B. Any willful violation of this Order may be punished by any and all
4 appropriate measures including, without limitation, contempt proceedings and/or
5 monetary sanctions.

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

7 Dated: September 24, 2024

/s/R. Joseph Trojan
8 R. Joseph Trojan
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13 Dated: September 24, 2024

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Attorney for Defendants
18 LAV Permit Inc.,
Valentina Mkrtychyan, and
19 Rima Arakelyan

20
21 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

22 Dated: September 24, 2024

Patricia Donahue

23 HON. PATRICIA DONAHUE
24 United States Magistrate Judge

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 *DOT Operating Authority Inc. v. LAV Permit Inc.,
et al.* (Case No. 2:24-cv-3183 FMO (PDx)). 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: _____