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

MARK NIMO, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

AIKO IMPORTERS, INC., a
corporation; and DOES 1 through 10,
inclusive,

Defendants.

CASE NO.: 2:24-cv-04000-HDV-JPR

DISCOVERY MATTER

STIPULATED PROTECTIVE
ORDER

1. INTRODUCTION

1.1. PURPOSES AND LIMITATIONS

Discovery in this action may involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The Parties further acknowledge, as set forth in Section 12.3 below,

1 that this Order does not entitle them to file Confidential Information under seal;
2 Civil Local Rule 79-5 sets forth the procedures that must be followed and the
3 standards that will be applied when a Party seeks permission from the Court to file
4 material under seal.

5 1.2. GOOD CAUSE STATEMENT

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

1 non-public manner, and there is good cause why it should not be part of the public
2 record of this case.

3 2. DEFINITIONS

4 2.1 Action: *Nimo v. Aiko Importers, Inc.*, Case No. 2:24-cv-04000-HDV-
5 JPR.

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

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

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

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

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

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

24 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
25 Information or Items: extremely sensitive “CONFIDENTIAL Information or Items,”
26 disclosure of which to another Party or Non-Party would create a substantial risk of
27 serious harm that could not be avoided by less restrictive means.

28 2.9 House Counsel: attorneys who are employees of a Party to this Action.

1 House Counsel does not include Outside Counsel of Record or any other outside
2 counsel.

3 2.10 Nonparty: any natural person, partnership, corporation, association or
4 other legal entity not named as a Party to this action.

5 2.11 Outside Counsel of Record: attorneys who are not employees of a Party
6 to this Action but are retained to represent or advise a Party to this Action and have
7 appeared in this Action on behalf of that Party or are affiliated with a law firm that
8 has appeared on behalf of that Party, including support staff.

9 2.12 Party: any Party to this Action, including all of its officers, directors,
10 employees, consultants, retained experts, and Outside Counsel of Record (and their
11 support staffs).

12 2.13 Producing Party: a Party or Nonparty that produces Disclosure or
13 Discovery Material in this Action.

14 2.14 Professional Vendors: persons or entities that provide litigation support
15 services (for example, photocopying, videotaping, translating, preparing exhibits or
16 demonstrations, and organizing, storing, or retrieving data in any form or medium)
17 and their employees and subcontractors.

18 2.15 Protected Material: any Disclosure or Discovery Material that is
19 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
20 ATTORNEYS’ EYES ONLY.”

21 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
22 from a Producing Party.

23 3. SCOPE

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

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

3 4. DURATION

4 Even after final disposition of this litigation, the confidentiality obligations
5 imposed by this Order will remain in effect until a Designating Party agrees
6 otherwise in writing or a court order directs otherwise. Final disposition is the later
7 of (1) dismissal of all claims and defendants in this Action, with or without
8 prejudice, or (2) final judgment after the completion and exhaustion of all appeals,
9 rehearings, remands, trials, or reviews of this Action, including the time limits for
10 filing any motions or applications for extension of time under applicable law.

11 5. DESIGNATING PROTECTED MATERIAL

12 5.1 Each Party or Nonparty that designates information or items for
13 protection under this Order must take care to limit any such designation to specific
14 material that qualifies under the appropriate standards. To the extent practicable, the
15 Designating Party must designate for protection only those parts of material,
16 documents, items or oral or written communications that qualify so that other
17 portions of the material, documents, items or communications for which protection
18 is not warranted are not swept unjustifiably within the ambit of this Order.

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

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

28 5.2 Except as otherwise provided in this Order, Disclosure or Discovery

1 Material that qualifies for protection under this Order must be clearly so designated
2 before the material is disclosed or produced.

3 Designation in conformity with this Order requires the following:

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

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

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

1 (c) for information produced in some form other than documentary and for
2 any other tangible items, the Producing Party must affix in a prominent place on the
3 exterior of the container or containers in which the information is stored the
4 appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
5 ATTORNEYS’ EYES ONLY”). If only a portion or portions of the information
6 warrants protection, the Producing Party, to the extent practicable, must identify the
7 protected portion(s).

8 5.3 If timely corrected, an inadvertent failure to designate qualified
9 information or items does not, standing alone, waive the Designating Party’s right to
10 secure protection under this Order for such material. On timely correction of a
11 designation, the Receiving Party must make reasonable efforts to assure that the
12 material is treated in accordance with the provisions of this Order.

13 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 6.1 Any Party or Nonparty may challenge a designation of confidentiality
15 at any time consistent with the Court’s scheduling order.

16 6.2 The Challenging Party must initiate the dispute-resolution process (and
17 if necessary, file a discovery motion) under Local Rule 37.

18 6.3 The burden of persuasion in any such proceeding is on the Designating
19 Party. Frivolous challenges, and those made for an improper purpose (for example,
20 to harass or impose unnecessary expenses and burdens on other parties), may expose
21 the Challenging Party to sanctions. Unless the Designating Party has waived or
22 withdrawn the confidentiality designation, all parties shall continue to afford the
23 material in question the level of protection to which it is entitled under the
24 Producing Party’s designation until the Court rules on the challenge.

25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26 7.1 A Receiving Party may use Protected Material that is disclosed or
27 produced by another Party or by a Nonparty in connection with this Action only for
28 prosecuting, defending, or attempting to settle this Action. Such Protected Material

1 may be disclosed only to the categories of people and under the conditions described
2 in this Order. When the Action has been terminated, a Receiving Party must comply
3 with the provisions of section 13 below (FINAL DISPOSITION).

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

7 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
8 otherwise ordered by the Court or permitted in writing by the Designating Party, a
9 Receiving Party may disclose any information or item designated
10 “CONFIDENTIAL” only to the following people:

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

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

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

19 (d) the court and its personnel;

20 (e) court reporters and their staff;

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

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

26 (h) during their depositions, witnesses and attorneys for witnesses to
27 whom disclosure is reasonably necessary, provided that the deposing party requests
28 that the witness sign the form attached as Exhibit A hereto and the witnesses will

1 not be permitted to keep any confidential information unless they sign the form,
2 unless otherwise agreed by the Designating Party or ordered by the Court. Pages of
3 transcribed deposition testimony or exhibits to depositions that reveal Protected
4 Material may be separately bound by the court reporter and may not be disclosed to
5 anyone except as permitted under this Order; and

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

9 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
10 ONLY” Information or Items. Unless otherwise ordered by the court or permitted
11 in writing by the Designating Party, a Receiving Party may disclose any information
12 or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
13 only to:

14 (a) the Receiving Party’s Outside Counsel of Record in this action, as
15 well as employees of said Outside Counsel of Record to whom it is reasonably
16 necessary to disclose the information for this litigation and who have signed the
17 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
18 A;

19 (b) Experts (as defined in this Order) of the Receiving Party to whom
20 disclosure is reasonably necessary for this Action and who have signed the
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A) and the undertaking
22 for Highly Confidential Information (Exhibit B).;

23 (c) the Court and its personnel;

24 (d) court reporters and their staff,

25 (e) professional jury or trial consultants, and Professional Vendors to
26 whom disclosure is reasonably necessary for this litigation and who have
27 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

28 (f) the author or recipient of a document containing the information

1 or a custodian or other person who otherwise possessed or knew the information.

2 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
3 IN OTHER LITIGATION

4 If a Party is served with a subpoena or a court order issued in other litigation
5 that compels disclosure of any information or items designated in this Action as
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
7 ONLY” that Party must:

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

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

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

16 If the Designating Party timely seeks a protective order, the Party served with
17 the subpoena or court order should not produce any information designated in this
18 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
19 EYES ONLY” before a determination on the protective-order request by the
20 relevant court unless the Party has obtained the Designating Party’s permission.
21 The Designating Party bears the burden and expense of seeking protection of the
22 Confidential Material, and nothing in these provisions should be construed as
23 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
24 directive from another court.

25 9. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE
26 PRODUCED IN THIS LITIGATION

27 (a) The terms of this Order are applicable to information produced by a
28 Nonparty in this Action and designated as “CONFIDENTIAL” or “HIGHLY

1 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information is protected
2 by the remedies and relief provided by this Order. Nothing in these provisions
3 should be construed as prohibiting a Nonparty from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to
5 produce a Nonparty’s Confidential or Highly Confidential Information in its
6 possession, and the Party is subject to an agreement with the Nonparty not to
7 produce the Nonparty’s Confidential or Highly Confidential Information, then the
8 Party must:

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

12 (2) promptly provide the Nonparty with a copy of this Order, the
13 relevant discovery request(s), and a reasonably specific description of the
14 information requested; and

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

17 (c) If the Nonparty fails to seek a protective order within 21 days of
18 receiving the notice and accompanying information, the Receiving Party may
19 produce the Nonparty’s Confidential or Highly Confidential Information responsive
20 to the discovery request. If the Nonparty timely seeks a protective order, the
21 Receiving Party must not produce any information in its possession or control that is
22 subject to the confidentiality agreement with the Nonparty before a ruling on the
23 protective-order request. Absent a court order to the contrary, the Nonparty must
24 bear the burden and expense of seeking protection in this court of its Protected
25 Material.

26 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

27 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
28 Protected Material to any person or in any circumstance not authorized under this

1 Order, the Receiving Party must immediately notify in writing the Designating Party
2 of the unauthorized disclosures, use its best efforts to retrieve all unauthorized
3 copies of the Protected Material, inform the person or people to whom unauthorized
4 disclosures were made of the terms of this Order, and ask that person or people to
5 execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto
6 as Exhibit A.

7 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
8 PROTECTED MATERIAL

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

13 12. MISCELLANEOUS

14 12.1 Nothing in this Order abridges the right of any person to seek its
15 modification by the Court.

16 12.2 By stipulating to the entry of this Order, no Party waives any right it
17 otherwise would have to object to disclosing or producing any information or item
18 on any ground not addressed in this Order. Similarly, no Party waives any right to
19 object on any ground to use in evidence of any of the material covered by this
20 Order.

21 12.3 A Party that seeks to file under seal any Protected Material must
22 comply with Civil Local Rule 79-5. Protected Material may be filed under seal only
23 pursuant to a court order authorizing the sealing of the specific Protected Material at
24 issue. If a Party’s request to file Protected Material under seal is denied, then the
25 Receiving Party may file the information in the public record unless otherwise
26 instructed by the Court.

27 13. FINAL DISPOSITION

28 After the final disposition of this Action, as defined in paragraph 4, within 60

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

18 **14. SANCTIONS**

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

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23
24 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

25
26 DATED: September 19, 2024

FARUQI & FARUQI, LLP

By: /s/ Lisa T. Omoto

Lisa T. Omoto

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THE WAND LAW FIRM, P.C.

By: /s/ Aubry Wand
Aubry Wand

Attorneys for Plaintiff and the Class

DATED: September 19, 2024

AMIN WASSERMAN GURNANI, LLP


By: /s/ William Cole
William Cole

Attorneys for Defendant Aiko Importers, Inc.

GOOD CAUSE APPEARING THEREFORE, IT IS ORDERED THAT the terms of the Protective Order as described in the Stipulated Protective Order between Plaintiff and Defendant are hereby entered as the order of the Court and will be binding on the Parties and signatories to Exhibit A and Exhibit B to the Protective Order.

IT IS SO ORDERED.

DATED: 9/24/2024



Hon. Jean P. Rosenbluth
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [full name], of _____
5 [full address], declare under penalty of perjury that I have read in its entirety and
6 understand the Stipulated Protective Order that was issued by the U.S. District Court
7 for the Central District of California on [date] in the case of *Nimo v. Aiko Importers,*
8 *Inc.*, Case No. 2:24-cv-04000-HDV-JPR. I agree to comply with and to be bound by
9 all the terms of this Stipulated Protective Order, and I understand and acknowledge
10 that failure to so comply could expose me to sanctions and punishment, including
11 contempt. I solemnly promise that I will not disclose in any manner any
12 information or item that is subject to this Stipulated Protective Order to any person
13 or entity except in strict compliance with the provisions of this Order.

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

22 Date: _____

23 City and State where signed: _____

24
25 Printed name: _____

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27 Signature: _____

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EXHIBIT B

UNDERTAKING FOR HIGHLY CONFIDENTIAL INFORMATION

I, _____, declare as follows:

1. My business address is
_____.

2. My present employer and the address of my present employer (if
different from above) is
_____.

3. My present occupation or job description is
_____. My job title is
_____.

4. I am not involved in competitive decision-making or research and
development related to any products at issue in this dispute.

5. I have received a copy of the Stipulated Protective Order Regarding
Confidentiality of Discovery Materials (“Protective Order”) in the above-captioned
action.

6. I have carefully read and understand the provisions of the Protective
Order.

7. I agree to be bound by the terms of the Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____