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22 UNITED STATES DISTRICT COURT
 23 CENTRAL DISTRICT OF CALIFORNIA

24 KEITH FEDER, M.D., INC.

Case No. 2:24-cv-07416-SRM-SSC

25 Plaintiff(s),

STIPULATED PROTECTIVE
 ORDER¹

26 v.

27 AMAZON.COM, INC. and DOES

28 1-10,

Defendant(s).

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

1 **1. INTRODUCTION**

2 1.1 Purposes and Limitations. Discovery in this action is likely to
3 involve production of confidential, proprietary, or private information for
4 which special protection from public disclosure and from use for any
5 purpose other than prosecuting this litigation may be warranted.
6 Accordingly, Plaintiff Keith Feder, M.D., Inc. (“Plaintiff”) and Defendant
7 Amazon.com, Inc. (“Defendant”) (Plaintiff and Defendant are collectively
8 referred to herein as the “Parties”) hereby stipulate to and petition the
9 court to enter the following Stipulated Protective Order.

10 This Protective Order shall govern any record of information
11 produced in this action and designated pursuant to this Protective Order,
12 including all designated deposition testimony, all designated testimony
13 taken at a hearing or other proceeding, all designated deposition
14 exhibits, interrogatory answers, admissions, documents and other
15 discovery materials, whether produced informally or in response to
16 interrogatories, requests for admissions, requests for production of
17 documents or other formal methods of discovery.

18 This Protective Order shall also govern any designated record of
19 information produced in this action pursuant to required disclosures
20 under any federal procedural rule or local rule of the Court and any
21 supplementary disclosures thereto.

22 This Protective Order shall apply to the Parties and to any
23 nonparty from whom discovery may be sought who desires the protection
24 of this Protective Order.

25 The Parties acknowledge that this Order does not confer blanket
26 protections on all disclosures or responses to discovery and that the
27 protection it affords from public disclosure and use extends only to the
28

1 limited information or items that are entitled to confidential treatment
2 under the applicable legal principles.

3 1.2 Good Cause Statement.

4 This action arises out of a dispute between Plaintiff and Defendant
5 regarding payment for medical services rendered by Plaintiff to five
6 Patients (“Patients”) enrolled in a health benefit plan funded and
7 sponsored by Defendant.

8 In light of the nature of the claims and allegations in this case, this
9 action necessarily involves the production of confidential information for
10 which special protection from public disclosure and from use for any
11 purpose other than prosecution of this action is warranted. Such
12 confidential and proprietary materials and information consist of, among
13 other things, the personal health information of the Patients and their
14 medical treatment, as well as confidential business information,
15 information regarding confidential business practices, or other
16 confidential information (including information implicating privacy
17 rights of third parties), information otherwise generally unavailable to
18 the public, or which may be privileged or otherwise protected from
19 disclosure under state or federal statutes, court rules, case decisions, or
20 common law. Accordingly, to expedite the flow of information, to
21 facilitate the prompt resolution of disputes over confidentiality of
22 discovery materials, to adequately protect information the Parties are
23 required and/or entitled to keep confidential, to ensure that the Parties
24 are permitted reasonable necessary uses of such material in preparation
25 for and in the conduct of trial, to address their handling at the end of the
26 litigation, and serve the ends of justice, a protective order for such
27 information is justified in this matter. It is the intent of the Parties that
28 information will not be designated as confidential for tactical reasons

1 and that nothing be so designated without a good faith belief that it has
2 been maintained in a confidential, non-public manner, and there is good
3 cause why it should not be part of the public record of this case.

4 1.3 Acknowledgment of Procedure for Filing Under Seal. The
5 Parties further acknowledge, as set forth in Section 12.3, below, that this
6 Stipulated Protective Order does not entitle them to file confidential
7 information under seal; Local Rule 79-5 sets forth the procedures that
8 must be followed and the standards that will be applied when a party
9 seeks permission from the court to file material under seal.

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

25 Further, if a party requests sealing related to a dispositive motion
26 or trial, then compelling reasons, not only good cause, for the sealing
27 must be shown, and the relief sought shall be narrowly tailored to serve
28 the specific interest to be protected. *See Pintos v. Pac. Creditors Ass'n*,

1 605 F.3d 665, 677–79 (9th Cir. 2010). For each item or type of
2 information, document, or thing sought to be filed or introduced under
3 seal in connection with a dispositive motion or trial, the party seeking
4 protection must articulate compelling reasons, supported by specific
5 facts and legal justification, for the requested sealing order. Again,
6 competent evidence supporting the application to file documents under
7 seal must be provided by declaration.

8 Any document that is not confidential, privileged, or otherwise
9 protectable in its entirety will not be filed under seal if the confidential
10 portions can be redacted. If documents can be redacted, then a redacted
11 version for public viewing, omitting only the confidential, privileged, or
12 otherwise protectable portions of the document, shall be filed. Any
13 application that seeks to file documents under seal in their entirety
14 should include an explanation of why redaction is not feasible.

15 **2. DEFINITIONS**

16 2.1 Action: *Keith Feder, M.D., Inc. v. Amazon.com, Inc.*, United
17 States District Court, Central District of California, Case No. 2:24-cv-
18 07416-SRM-SSC

19 2.2 Challenging Party: a Party or Non-Party that challenges the
20 designation of information or items under this Order.

21 2.3 “CONFIDENTIAL” Information or Items: information
22 (regardless of how it is generated, stored or maintained) or tangible
23 things that qualify for protection under Rule 26(c) of the Federal Rules of
24 Civil Procedure, and as specified above in the Good Cause Statement and
25 below.

26 The term Confidential Information shall include confidential or
27 proprietary technical, scientific, financial, business, health, or medical
28 information designated as “CONFIDENTIAL” by the producing party.

1 The term “Confidential Health Information” shall constitute a
2 subset of Confidential Information, and shall be designated as
3 “CONFIDENTIAL” and subject to all other terms and conditions
4 governing the treatment of Confidential Information. Confidential
5 Health Information shall mean information supplied in any form, or any
6 portion thereof, that identifies an individual or subscriber in any manner
7 and relates to the past, present, or future care, services, or supplies
8 relating to the physical or mental health or condition of such individual
9 or subscriber, the provision of health care to such individual or
10 subscriber, or the past, present, or future payment for the provision of
11 health care to such individual or subscriber. Confidential Health
12 Information shall include, but is not limited to, claim data, claim forms,
13 grievances, appeals, or other documents or records that contain any
14 patient health information required to be kept confidential under any
15 state or federal law, including 45 C.F.R. Parts 160 and 164 promulgated
16 pursuant to the Health Insurance Portability and Accountability Act of
17 1996 (see 45 C.F.R. §§ 164.501 & 160.103), and the following subscriber,
18 patient, or member identifiers:

- 19 a. names;
- 20 b. all geographic subdivisions smaller than a State, including
21 street address, city, county, precinct, and zip code;
- 22 c. all elements of dates (except year) for dates directly related to
23 an individual, including birth date, admission date, discharge date,
24 age, and date of death;
- 25 d. telephone numbers;
- 26 e. fax numbers;
- 27 f. electronic mail addresses;
- 28 g. social security numbers;

- 1 h. medical record numbers;
- 2 i. health plan beneficiary numbers;
- 3 j. account numbers;
- 4 k. certificate/license numbers;
- 5 l. vehicle identifiers and serial numbers, including license plate
- 6 numbers;
- 7 m. device identifiers and serial numbers;
- 8 n. web universal resource locators (“URLs”);
- 9 o. internet protocol (“IP”) address numbers;
- 10 p. biometric identifiers, including finger and voice prints;
- 11 q. full face photographic images and any comparable images;
- 12 and/or
- 13 r. any other unique identifying number, characteristic, or code.

14 2.4 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”
15 Information or Items: extremely sensitive “CONFIDENTIAL”
16 Information or Items, the disclosure of which to another Party or Non-
17 Party would create a substantial risk of serious harm that could not be
18 avoided by less restrictive means.

19 2.5 Counsel: Outside Counsel of Record and House Counsel (as
20 well as their support staff).

21 2.6 Designating Party: a Party or Non-Party that designates
22 information or items that it produces in disclosures or in responses to
23 discovery as “CONFIDENTIAL.”

24 2.7 Disclosure or Discovery Material: all items or information,
25 regardless of the medium or manner in which it is generated, stored, or
26 maintained (including, among other things, testimony, transcripts, and
27 tangible things), that are produced or generated in disclosures or
28 responses to discovery in this matter.

1 2.8 Expert: a person with specialized knowledge or experience in
2 a matter pertinent to the litigation who has been retained by a Party or
3 its counsel to serve as an expert witness or as a consultant in this Action.

4 2.9 Final Disposition: the later of (1) dismissal of all claims and
5 defenses in this Action, with or without prejudice; and (2) final judgment
6 herein after the completion and exhaustion of all appeals, rehearings,
7 remands, trials, or reviews of this Action, including the time limits for
8 filing any motions or applications for extension of time pursuant to
9 applicable law.

10 2.10 In-House Counsel: attorneys who are employees of a Party to
11 this Action. In-House Counsel does not include Outside Counsel of
12 Record or any other outside counsel.

13 2.11 Non-Party: any natural person, partnership, corporation,
14 association, or other legal entity not named as a Party to this action.

15 2.12 Outside Counsel of Record: attorneys who are not employees
16 of a party to this Action but are retained to represent or advise a Party to
17 this Action and have appeared in this Action on behalf of that Party or
18 are affiliated with a law firm which has appeared on behalf of that Party,
19 and includes support staff.

20 2.13 Party: any party to this Action, including all of its officers,
21 directors, employees, consultants, retained experts, and Outside Counsel
22 of Record (and their support staffs).

23 2.14 Producing Party: a Party or Non-Party that produces
24 Disclosure or Discovery Material in this Action.

25 2.15 Professional Vendors: persons or entities that provide
26 litigation- support services (e.g., photocopying, videotaping, translating,
27 preparing exhibits or demonstrations, and organizing, storing, or
28 retrieving data in any form or medium) and their employees and

1 subcontractors.

2 2.16 Protected Material: any Disclosure or Discovery Material that
3 is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
4 ATTORNEYS’ EYES ONLY.”

5 2.17 Receiving Party: a Party that receives Disclosure or Discovery
6 Material from a Producing Party.

7 **3. SCOPE**

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

14 Any use of Protected Material at trial shall be governed by the
15 orders of the trial judge. This Stipulated Protective Order does not
16 govern the use of Protected Material at trial.

17 **4. TRIAL AND DURATION**

18 The terms of this Stipulated Protective Order apply through Final
19 Disposition of the Action.

20 Once a case proceeds to trial, information that was designated as
21 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
22 ONLY or maintained pursuant to this Stipulated Protective Order and
23 used or introduced as an exhibit at trial becomes public and will be
24 presumptively available to all members of the public, including the
25 press, unless compelling reasons supported by specific factual findings
26 to proceed otherwise are made to the trial judge in advance of the trial.
27 *See Kamakana*, 447 F.3d at 1180–81 (distinguishing “good cause”
28 showing for sealing documents produced in discovery from “compelling

1 reasons” standard when merits-related documents are part of court
2 record). Accordingly, for such materials, the terms of this Stipulated
3 Protective Order do not extend beyond the commencement of the trial.

4 Even after Final Disposition of this litigation, the confidentiality
5 obligations imposed by this Stipulated Protective Order shall remain in
6 effect until a Designating Party agrees otherwise in writing or a court
7 order otherwise directs.

8 **5. DESIGNATING PROTECTED MATERIAL**

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

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

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

27 5.2 Manner and Timing of Designations. Except as otherwise
28 provided in this Stipulated Protective Order (*see, e.g.,* second paragraph

1 of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure
2 or Discovery Material that qualifies for protection under this Stipulated
3 Protective Order must be clearly so designated before the material is
4 disclosed or produced.

5 Designation in conformity with this Stipulated Protective Order
6 requires:

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

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

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

4 (b) for testimony given in depositions that the Designating Party
5 identify the Disclosure or Discovery Material on the record, before the
6 close of the deposition all protected testimony.

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

14 (d) for information disclosed at a hearing or trial that the
15 Designating Party requests the Judge, at the time the information is
16 proffered or adduced, to receive the information only in the presence of
17 those persons designated to receive such information and Court
18 personnel, and to designate the transcript appropriately.

19 (e) Confidential Information marked as “CONFIDENTIAL -
20 ATTORNEYS’ EYES ONLY” may be used solely for the purpose of
21 conducting this Litigation and not for any other purpose whatsoever.

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

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

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

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

18 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

19 7.1 Basic Principles. A Receiving Party may use Protected
20 Material that is disclosed or produced by another Party or by a Non-
21 Party in connection with this Action only for prosecuting, defending, or
22 attempting to settle this Action and for no other action. A Receiving
23 Party shall hold such information received from the disclosing Party in
24 confidence, shall not use it for any business or other commercial
25 purpose, shall not use it for filing or prosecuting any patent application

26
27 _____
28 ² Judge Christensen’s Procedures are available at
<https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

1 (of any type) or patent reissue or reexamination request, and shall not
2 disclose it to any person, except as hereinafter provided. Such Protected
3 Material may be disclosed only to the categories of persons and under
4 the conditions described in this Order. When the Action reaches a Final
5 Disposition, a Receiving Party must comply with the provisions of
6 section 13 below.

7 All documents, including attorney notes and abstracts, which
8 contain another Party's Confidential Information, shall be handled as if
9 they were designated pursuant to Paragraph 5.

10 Protected Material must be stored and maintained by a Receiving
11 Party at a location and in a secure manner that ensures that access is
12 limited to the persons authorized under this Stipulated Protective
13 Order.

14 7.2 Disclosure of "CONFIDENTIAL" Information or Items.

15 Unless otherwise ordered by the court or permitted in writing by the
16 Designating Party, a Receiving Party may disclose any information or
17 item designated "CONFIDENTIAL" only:

18 (a) to the Receiving Party's Outside Counsel of Record in this
19 Action, as well as employees of said Outside Counsel of Record
20 (excluding experts and investigators) to whom it is reasonably necessary
21 to disclose the information for this Action;

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

25 (c) to Experts (as defined in this Order) of the Receiving Party to
26 whom disclosure is reasonably necessary for this Action and who have
27 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

28 (d) to the court and its personnel;

1 (e) private court reporters and their staff to whom disclosure is
2 reasonably necessary for this Action and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

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

22 (i) Stenographers and videographers engaged to transcribe or
23 record depositions conducted in this action provided that such
24 individuals agree in writing, in the form attached at Appendix A, to be
25 bound by the terms of this Order; and

26 (j) to any mediator or settlement officer, and their supporting
27 personnel, mutually agreed upon by any of the parties engaged in
28 settlement discussions.

1 7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’
2 EYES ONLY” Information or Items. Unless otherwise ordered by the
3 court or permitted in writing by the Designating Party, a Receiving
4 Party may disclose any information or item designated “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

6 (a) the Receiving Party’s Outside Counsel of Record in this Action,
7 as well as employees of said Outside Counsel of Record (excluding
8 experts and investigators) to whom it is reasonably necessary to disclose
9 the information for this Action;

10 (b) House Counsel;

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

14 (d) the court and its personnel;

15 (e) private court reporters and their staff to whom disclosure is
16 reasonably necessary for this Action and who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (f) the author or recipient of a document containing the
19 information; and

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

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

25 If a Party is served with a subpoena or a court order issued in
26 other litigation that compels disclosure of any information or items
27 designated in this Action as “CONFIDENTIAL” or “HIGHLY
28 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY,” that Party must:

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

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

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

11 If the Designating Party timely seeks a protective order, the
12 Party served with the subpoena or court order shall not produce any
13 information designated in this action as “CONFIDENTIAL” or “HIGHLY
14 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” before a determination by
15 the court from which the subpoena or order issued, unless the Party has
16 obtained the Designating Party’s permission. The Designating Party
17 shall bear the burden and expense of seeking protection in that court of
18 its confidential material and nothing in these provisions should be
19 construed as authorizing or encouraging a Receiving Party in this
20 Action to disobey a lawful directive from another court.

21 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
22 **PRODUCED IN THIS LITIGATION**

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

1 as prohibiting a Non-Party from seeking additional protections.

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

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

10 (b) promptly provide the Non-Party with a copy of the Stipulated
11 Protective Order in this Action, the relevant discovery request(s), and a
12 reasonably specific description of the information requested; and

13 (c) make the information requested available for inspection by
14 the Non-Party, if requested.

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

25 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED**
26 **MATERIAL**

27 If a Receiving Party learns that, by inadvertence or otherwise, it
28 has disclosed Protected Material to any person or in any circumstance

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

8 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
9 **OTHERWISE PROTECTED MATERIAL**

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

22 **12. MISCELLANEOUS**

23 12.1 Right to Further Relief. Nothing in this Stipulated
24 Protective Order abridges the right of any person to seek its
25 modification by the court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry
27 of this Stipulated Protective Order, no Party waives any right it
28 otherwise would have to object to disclosing or producing any

1 information or item on any ground not addressed in this Stipulated
2 Protective Order. Similarly, no Party waives any right to object on any
3 ground to use in evidence of any of the material covered by this
4 Stipulated Protective Order.

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

12 **13. FINAL DISPOSITION**

13 After the Final Disposition of this Action, as defined in paragraph
14 4, within 60 days of a written request by the Designating Party, each
15 Receiving Party must return all Protected Material to the Producing
16 Party or destroy such material. As used in this subdivision, "all
17 Protected Material" includes all copies, abstracts, compilations,
18 summaries, and any other format reproducing or capturing any of the
19 Protected Material. Whether the Protected Material is returned or
20 destroyed, the Receiving Party must submit a written certification to
21 the Producing Party (and, if not the same person or entity, to the
22 Designating Party) by the 60 day deadline that (1) identifies (by
23 category, where appropriate) all the Protected Material that was
24 returned or destroyed and (2) affirms that the Receiving Party has not
25 retained any copies, abstracts, compilations, summaries or any other
26 format reproducing or capturing any of the Protected Material.
27 Notwithstanding this provision, Counsel is entitled to retain an archival
28 copy of all pleadings, motion papers, trial, deposition, and hearing

1 transcripts, legal memoranda, correspondence, deposition and trial
2 exhibits, expert reports, attorney work product, and consultant and
3 expert work product, even if such materials contain Protected Material.
4 Any such archival copies that contain or constitute Protected Material
5 remain subject to this Protective Order as set forth in Section 4.

6 **14. VIOLATION**

7 Any violation of this Stipulated Protective Order may be punished
8 by any and all appropriate measures including, without limitation,
9 contempt proceedings and/or monetary sanctions at the discretion of the
10 Court.

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

12
13
14 DATED: March 6, 2025

/s/ Jonathan A. Stieglitz

15 Attorney(s) for Plaintiff(s)

16
17 DATED: March 6, 2025

/s/ Shannon L. Ernster

18 Attorney(s) for Defendant(s)

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

22
23 DATED: March 10, 2025



24 STEPHANIE S. CHRISTENSEN
25 United States Magistrate Judge
26
27
28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ **[print or type full name]**, of
4 _____ **[print or type full address]**, declare under
5 penalty of perjury that I have read in its entirety and understand the
6 Stipulated Protective Order that was issued by the United States
7 District Court for the Central District of California on **[date]** in the
8 case of _____ **[insert formal name of the case and the**
9 **number and initials assigned to it by the court]**. I agree to
10 comply with and to be bound by all the terms of this Stipulated
11 Protective Order and I understand and acknowledge that failure to so
12 comply could expose me to sanctions and punishment in the nature of
13 contempt. I solemnly promise that I will not disclose in any manner
14 any information or item that is subject to this Stipulated Protective
15 Order to any person or entity except in strict compliance with the
16 provisions of this Order.
17

18 I further agree to submit to the jurisdiction of the United States
19 District Court for the Central District of California for the purpose of
20 enforcing the terms of this Stipulated Protective Order, even if such
21 enforcement proceedings occur after termination of this action. I
22 hereby appoint _____ **[print or type full name]**
23 of _____ **[print or type full address and telephone number]** as
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1 my California agent for service of process in connection with this action
2 or any proceedings related to enforcement of this Stipulated Protective
3 Order.

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Date: _____
City and State where sworn and
signed: _____
Printed name: _____
Signature: _____