

1 Paul Cataudella (CA SBN: 278495)  
 2 **CATAUDELLA LAW, APC**  
 3 One America Plaza  
 4 600 West Broadway, Suite 700  
 5 San Diego, California 92101  
 6 P: 619.272.7035  
 7 E: Paul@CataudellaLaw.com

8 Attorney for Plaintiff,  
 9 ADAM ELLIS

10 **UNITED STATES DISTRICT COURT**  
 11 **CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION**

12 ADAM ELLIS, an individual,  
 13 Plaintiff,

14 v.

15 WORLDWIDE CAPITAL HOLDINGS,  
 16 INC., a Delaware corporation;  
 17 WORLDWIDE TECHNOLOGY GROUP,  
 18 LLC, a Delaware limited liability company;  
 19 NICHOLAS HENKELS, an individual; and  
 20 DOES 1 – 100, inclusive,  
 21 Defendants.

Case No.: 5:14-CV-01427

**[PROPOSED] STIPULATED PROTECTIVE ORDER**

CATAUDELLA LAW, APC  
 600 West Broadway, Suite 700  
 San Diego, California 92101  
 P: 619.272.7035

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1           The language of this stipulation is taken from the Stipulated Protective Order for  
2 Standard Litigation available on the United States District Court for the Central District of  
3 California’s website with the exception of certain language taken from the Stipulated Protective  
4 Order for Litigation Involving Patents, Highly Sensitive Confidential Information and/or Trade  
5 Secrets, specifically, Sections 2.4, 2.6, 2.7, 2.14, 5.1, 5.2, 7.3, 7.4 (but not 7.4(a)(1)), 10, and 11.

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7           1. A.       PURPOSES AND LIMITATIONS

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

20           B.       GOOD CAUSE STATEMENT

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

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15 2. DEFINITIONS

16 2.1 Action: this pending federal lawsuit, of the case of *Adam Ellis v. Worldwide*  
17 *Capital Holdings, et al.*, Case No. 5:14-CV-01427.

18 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
19 information or items under this Order.

20 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
21 generated, stored or maintained) or tangible things that qualify for protection under Federal  
22 Rule of Civil Procedure 26(c).

23 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
24 support staff).

25 2.5 Designating Party: a Party or Non-Party that designates information or items  
26 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY  
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

1           2.6    Disclosure or Discovery Material: all items or information, regardless of the  
2 medium or manner in which it is generated, stored, or maintained (including, among other  
3 things, testimony, transcripts, and tangible things), that are produced or generated in disclosures  
4 or responses to discovery in this matter.

5           2.7    Expert: a person with specialized knowledge or experience in a matter pertinent  
6 to the litigation who has been retained by a Party or its counsel to serve as an expert witness or  
7 as a consultant in this action.

8           2.8    “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or  
9 Items: extremely sensitive “Confidential Information or Items” disclosure of which to another  
10 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by  
11 less restrictive means in the following categories: trade secrets, vendor relationships, business  
12 plans or practices or licensing of intellectual property.

13           2.9    House Counsel: attorneys who are employees of a party to this action. House  
14 Counsel does not include Outside Counsel of Record or any other outside counsel.

15           2.10 Non-Party: any natural person, partnership, corporation, association, or other  
16 legal entity not named as a Party to this action.

17           2.11 Outside Counsel of Record: attorneys who are not employees of a party to this  
18 action but are retained to represent or advise a party to this action and have appeared in this  
19 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of  
20 that party, and includes support staff.

21           2.12 Party: any party to this action, including all of its officers, directors, employees,  
22 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

23           2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
24 Material in this action.

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

3 2.15 Protected Material: any Disclosure or Discovery Material that is designated as  
4 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

5 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
6 Producing Party.

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8 3. SCOPE

9 The protections conferred by this Stipulation and Order cover not only Protected  
10 Material (as defined above), but also (1) any information copied or extracted from Protected  
11 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any  
12 testimony, conversations, or presentations by Parties or their Counsel that might reveal  
13 Protected Material. However, the protections conferred by this Stipulation and Order do not  
14 cover the following information: (a) any information that is in the public domain at the time of  
15 disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a  
16 Receiving Party as a result of publication not involving a violation of this Order, including  
17 becoming part of the public record through trial or otherwise; and (b) any information known to  
18 the Receiving Party prior to the disclosure or obtained by the Receiving Party after the  
19 disclosure from a source who obtained the information lawfully and under no obligation of  
20 confidentiality to the Designating Party. Further, this Stipulation and Order do not apply to the  
21 Court and court personnel, who are subject only to the Court’s internal procedures regarding the  
22 handling of material filed or lodged, including material filed or lodged under seal. **Any use of**  
23 **Protected Material at trial shall be governed by the orders of the trial judge.**

24 4. DURATION

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

5 5. DESIGNATING PROTECTED MATERIAL

6 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
7 Party or Non-Party that designates information or items for protection under this Order must  
8 take care to limit any such designation to specific material that qualifies under the appropriate  
9 standards. To the extent it is practical to do so, the Designating Party must designate for  
10 protection only those parts of material, documents, items, or oral or written communications  
11 that qualify – so that other portions of the material, documents, items, or communications for  
12 which protection is not warranted are not swept unjustifiably within the ambit of this Order.

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

17 If it comes to a Designating Party’s attention that information or items that it designated  
18 for protection do not qualify for protection at all or do not qualify for the level of protection  
19 initially asserted, that Designating Party must promptly notify all other parties that it is  
20 withdrawing the mistaken designation.

21 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
22 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
23 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly  
24 so designated before the material is disclosed or produced.

25 Designation in conformity with this Order requires:  
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1 (a) for information in documentary form (e.g., paper or electronic  
2 documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that  
3 the Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
4 ATTORNEYS’ EYES ONLY” to each page that contains protected material. If only a portion  
5 or portions of the material on a page qualifies for protection, the Producing Party also must  
6 clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins)  
7 and must specify, for each portion, the level of protection being asserted.  
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9 A Party or Non-Party that makes original documents or materials available for  
10 inspection need not designate them for protection until after the inspecting Party has indicated  
11 which material it would like copied and produced. During the inspection and before the  
12 designation, all of the material made available for inspection shall be deemed “HIGHLY  
13 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified  
14 the documents it wants copied and produced, the Producing Party must determine which  
15 documents, or portions thereof, qualify for protection under this Order. Then, before producing  
16 the specified documents, the Producing Party must affix the appropriate legend  
17 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to  
18 each page that contains Protected Material. If only a portion or portions of the material on a  
19 page qualifies for protection, the Producing Party also must clearly identify the protected  
20 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each  
21 portion, the level of protection being asserted.  
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23 (b) for testimony given in deposition or in other pretrial proceedings, that the  
24 Designating Party identify on the record, before the close of the deposition, hearing, or other  
25 proceeding, all protected testimony and specify the level of protection being asserted. When it  
26 is impractical to identify separately each portion of testimony that is entitled to protection and it  
27 appears that substantial portions of the testimony may qualify for protection, the Designating  
28 Party may invoke on the record (before the deposition, hearing, or other proceeding is

1 concluded) a right to have up to 21 days to identify the specific portions of the testimony as to  
2 which protection is sought and to specify the level of protection being asserted. Only those  
3 portions of the testimony that are appropriately designated for protection within the 21 days  
4 shall be covered by the provisions of this Stipulated Protective Order. Alternatively, a  
5 Designating Party may specify, at the deposition or up to 21 days afterwards if that period is  
6 properly invoked, that the entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY  
7 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

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9 Parties shall give the other parties notice if they reasonably expect a deposition, hearing  
10 or other proceeding to include Protected Material so that the other parties can ensure that only  
11 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”  
12 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a  
13 deposition shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY  
14 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

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

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25 (c) for information produced in some form other than documentary and for  
26 any other tangible items, that the Producing Party affix in a prominent place on the exterior of  
27 the container or containers in which the information or item is stored the legend  
28 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. If only



1 a portion or portions of the information or item warrant protection, the Producing Party, to the  
2 extent practicable, shall identify the protected portion(s) and specify the level of protection  
3 being asserted.

4 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
5 designate qualified information or items does not, standing alone, waive the Designating Party's  
6 right to secure protection under this Order for such material. Upon timely correction of a  
7 designation, the Receiving Party must make reasonable efforts to assure that the material is  
8 treated in accordance with the provisions of this Order.

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10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
12 confidentiality at any time that is consistent with the Court's Scheduling Order. Unless a  
13 prompt challenge to a Designating Party's confidentiality designation is necessary to avoid  
14 foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or  
15 delay of the litigation, a Party does not waive its right to challenge a confidentiality designation  
16 by electing not to mount a challenge promptly after the original designation is disclosed.

17 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
18 process under Local Rule 37.1 et seq.

19 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court  
20 intervention, the Designating Party shall file and serve a motion to retain confidentiality under  
21 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days  
22 of the initial notice of challenge or within 14 days of the parties agreeing that the meet and  
23 confer process will not resolve their dispute, whichever is earlier. Each such motion must be  
24 accompanied by a competent declaration affirming that the movant has complied with the meet  
25 and confer requirements imposed in the preceding paragraph. Failure by the Designating Party  
26 to make such a motion including the required declaration within 21 days (or 14 days, if  
27 applicable) shall automatically waive the confidentiality designation for each challenged  
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1 designation. In addition, the Challenging Party may file a motion challenging a confidentiality  
2 designation at any time if there is good cause for doing so, including a challenge to the  
3 designation of a deposition transcript or any portions thereof. Any motion brought pursuant to  
4 this provision must be accompanied by a competent declaration affirming that the movant has  
5 complied with the meet and confer requirements imposed by the preceding paragraph.  
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7 The burden of persuasion in any such challenge proceeding shall be on the Designating  
8 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose  
9 unnecessary expenses and burdens on other parties) may expose the Challenging Party to  
10 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to  
11 file a motion to retain confidentiality as described above, all parties shall continue to afford the  
12 material in question the level of protection to which it is entitled under the Producing Party's  
13 designation until the court rules on the challenge.

14 Any motion challenging a designation of material as Confidential or requesting  
15 modification of this Stipulation and Protective Order shall be made in strict compliance with  
16 Local Rules 37-1 and 37-2 (including the Joint Stipulation requirement).

17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

24 Protected Material must be stored and maintained by a Receiving Party at a location and  
25 in a secure manner that ensures that access is limited to the persons authorized under this Order.  
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1           7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
2 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
3 disclose any information or item designated “CONFIDENTIAL” only to:

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

8                   (b)    the officers, directors, and employees (including House Counsel) of the  
9 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have  
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

14                   (d)    the court and its personnel;

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

18                   (f)    during their depositions, persons who it is believed in good faith may  
19 possess information that is relevant to the action and/or deposition witnesses to whom  
20 disclosure is reasonably necessary, and who have signed the “Acknowledgment and Agreement  
21 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the  
22 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected  
23 Material must be separately bound by the court reporter and may not be disclosed to anyone  
24 except as permitted under this Stipulated Protective Order;

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

1 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
2 action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that  
3 the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to  
4 keep any confidential information unless they sign the “Acknowledgment and Agreement to Be  
5 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.  
6 Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected  
7 material may be separately bound by the court reporter and may not be disclosed to anyone  
8 excepted as permitted under this Stipulated Protective Order; and  
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10 (i) any mediator or settlement officer, and their supporting personnel,  
11 mutually agreed upon by any of the parties engaged in settlement discussions.

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

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

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

24 (c) the court and its personnel;

25 (d) court reporters and their staff, professional jury or trial consultants, and  
26 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who  
27 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and  
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1 (e) A current or former employee of Worldwide Capital Holdings, Inc.,  
2 Worldwide Technology Group, LLC, or the party that produced the document or the author or  
3 recipient of a document containing the information or a custodian or other person who  
4 otherwise possessed or knew the information.

5 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY  
6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

7 (a) Within Attached as Exhibit B hereto is a list of current competitors of  
8 Worldwide Capital Holdings, Inc., and Worldwide Technology Group, LLC. Defendants shall  
9 provide this list of competitors to any Expert (as defined in this Order) Defendants may retain.  
10 Plaintiff may disclose to an Expert any information or item that has been designated “HIGHLY  
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b), provided that,  
12 by signing the “Acknowledgment and Agreement to Be Bound” (Exhibit A), the Expert agrees  
13 not to work for or consult with any of the competitors listed by Defendants in Exhibit B hereto  
14 until the final disposition of this action, as defined in paragraph 4. The procedures described in  
15 paragraph 7.4(b)-(d) shall not apply in these circumstances.

16 (b) Except as specifically provided by paragraph 7.4(a), unless otherwise  
17 ordered by the court or agreed to in writing by the Designating Party, a Party that seeks to  
18 disclose to an Expert (as defined in this Order) any information or item that has been designated  
19 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b)  
20 first must make a written request to the Designating Party that (1) identifies the general  
21 categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information that  
22 the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the  
23 Expert and the city and state of his or her primary residence, (3) attaches a copy of the Expert’s  
24 current resume, (4) identifies the Expert’s current employer(s), (5) identifies each person or  
25 entity from whom the Expert has received compensation or funding for work in his or her areas  
26 of expertise or to whom the expert has provided professional services, including in connection  
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1 with a litigation, at any time during the preceding five years, and (6) identifies (by name and  
2 number of the case, filing date, and location of court) any litigation in connection with which  
3 the Expert has offered expert testimony, including through a declaration, report, or testimony at  
4 a deposition or trial, during the preceding five years.

5  
6 (c) A Party that makes a request and provides the information specified in  
7 the preceding paragraph 7.4(b) may disclose the subject Protected Material to the identified  
8 Designated House Counsel or Expert unless, within 14 days of delivering the request, the Party  
9 receives a written objection from the Designating Party. Any such objection must set forth in  
10 detail the grounds on which it is based.

11 (d) Unless and until an Expert previously identified by a Party pursuant to  
12 paragraph 7.4(b) is thereafter disclosed pursuant to Fed. R. Civ. P. 26(a)(2)(D), the Parties agree  
13 that no discovery shall be sought from said Expert directly or indirectly, and that no reference to  
14 the fact that said Expert was not designated as a testifying expert or retained to provide  
15 testimony shall be made or attempted to be put into evidence in any proceeding in this action or  
16 any other action in any respect.

17 (e) Any motion challenging a designation of material as described under this  
18 Section shall be made in strict compliance with Local Rules 37-1 and 37-2 (including the Joint  
19 Stipulation requirement). A Party that receives a timely written objection must meet and confer  
20 with the Designating Party (through direct voice to voice dialogue) to try to resolve the matter  
21 by agreement within seven days of the written objection. If no agreement is reached, the Party  
22 seeking to make the disclosure to Designated House Counsel or the Expert may file a motion as  
23 provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5) seeking  
24 permission from the court to do so. Any such motion must describe the circumstances with  
25 specificity, set forth in detail the reasons why the disclosure to Designated House Counsel or the  
26 Expert is reasonably necessary, assess the risk of harm that the disclosure would entail, and  
27 suggest any additional means that could be used to reduce that risk. In addition, any such  
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1 motion must be accompanied by a competent declaration describing the parties’ efforts to  
2 resolve the matter by agreement (i.e., the extent and the content of the meet and confer  
3 discussions) and setting forth the reasons advanced by the Designating Party for its refusal to  
4 approve the disclosure.

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

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

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

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

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

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

23 If the Designating Party timely seeks a protective order, the Party served with the  
24 subpoena or court order shall not produce any information designated in this action as  
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a  
26 determination by the court from which the subpoena or order issued, unless the Party has  
27 obtained the Designating Party’s permission. The Designating Party shall bear the burden and  
28 expense of seeking protection in that court of its confidential material – and nothing in these

1 provisions should be construed as authorizing or encouraging a Receiving Party in this action to  
2 disobey a lawful directive from another court.

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4 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

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

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

14 1. promptly notify in writing the Requesting Party and the Non-  
15 Party that some or all of the information requested is subject to a confidentiality agreement with  
16 a Non-Party;

17 2. promptly provide the Non-Party with a copy of the Stipulated  
18 Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific  
19 description of the information requested; and

20 3. make the information requested available for inspection by the  
21 Non-Party.

22 (c) If the Non-Party fails to object or seek a protective order from this court  
23 within 14 days of receiving the notice and accompanying information, the Receiving Party may  
24 produce the Non-Party's confidential information responsive to the discovery request. If the  
25 Non-Party timely seeks a protective order, the Receiving Party shall not produce any  
26 information in its possession or control that is subject to the confidentiality agreement with the  
27 Non-Party before a determination by the court. Absent a court order to the contrary, the Non-  
28



1 Party shall bear the burden and expense of seeking protection in this court of its Protected  
2 Material.

3 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

12 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
13 MATERIAL

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

23 12. MISCELLANEOUS

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

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
27 Order no Party waives any right it otherwise would have to object to disclosing or producing  
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1 any information or item on any ground not addressed in this Stipulated Protective Order.  
2 Similarly, no Party waives any right to object on any ground to use in evidence of any of the  
3 material covered by this Protective Order.

4           12.3 Filing Protected Material. Without written permission from the Designating  
5 Party or a court order secured after appropriate notice to all interested persons, a Party may not  
6 file in the public record in this action any Protected Material. A Party that seeks to file under  
7 seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
8 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
9 Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only  
10 upon a request establishing that the Protected Material at issue is privileged, protectable as a  
11 trade secret, or otherwise entitled to protection under the law. If a Party's request to file  
12 Protected Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then  
13 the Receiving Party may file the information in the public record pursuant to Civil Local Rule  
14 79-5(e) unless otherwise instructed by the court.

15  
16 13. FINAL DISPOSITION

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

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

5  
6 14. PENALTY FOR VIOLATIONS

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

9  
10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11 Date: July 9, 2015

CATAUDELLA LAW, APC

12  
13 /s/ Paul Cataudella

PAUL CATAUDELLA

Attorney for Plaintiff

ADAM ELLIS

14  
15  
16 Date: July 9, 2015

BUCHALTER NEMER, APC

17  
18 /s/ Steven Brower (with permission)

STEVEN BROWER

Attorney for Defendants

WORLDWIDE CAPITAL HOLDINGS,

19 INC.; WORLDWIDE TECHNOLOGY

20 GROUP, LLC; NICHOLAS HENKELS

21  
22 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

23  
24  
25 DATED: July 9, 2015



The Honorable Kenly Kiya Kato

United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare  
under penalty of perjury that I have read in its entirety and understand the Stipulated Protective  
Order that was issued by the United States District Court for the Central District of California –  
Eastern Division on \_\_\_\_\_ [date] in the case of *Adam Ellis v. Worldwide  
Capital Holdings, et al.*, Case No. 5:14-CV-01427. 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 – Eastern Division 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: \_\_\_\_\_