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NOTE: CHANGES MADE BY THE COURT

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 12 NATIONAL RAILROAD PASSENGER
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20 Attorneys for Plaintiff
 21 JAMISON SORENSEN

22 UNITED STATES DISTRICT COURT
 23 CENTRAL DISTRICT OF CALIFORNIA

24 JAMISON SORENSEN, an
 25 Individual;

Plaintiff,

vs.

26 NATIONAL RAILROAD
 27 PASSENGER CORPORATION dba
 28 AMTRAK, a District of Columbia
 corporation; RITA CROZIER, and
 Individual; and DOES 1 through 10,
 Inclusive,

Defendants.

Case No. 5:16-cv-1343 AB (JPRx)

[Riverside Sup. Ct. Case No. RIC 1605945]

**STIPULATION RE PROTECTIVE
 ORDER**

1. A. PURPOSES AND LIMITATIONS

As the parties have represented that discovery in this action is likely to involve production of confidential, proprietary, or private information for which special

1 protection from public disclosure and from use for any purpose other than prosecuting
2 this litigation may be warranted, this Court enters the following Protective Order.
3 This Order does not confer blanket protections on all disclosures or responses to
4 discovery. The protection it affords from public disclosure and use extends only to
5 the limited information or items that are entitled to confidential treatment under the
6 applicable legal principles. Further, as set forth in Section 12.3, below, this Protective
7 Order does not entitle the parties to file confidential information under seal. Rather,
8 when the parties seek permission from the court to file material under seal, the parties
9 must comply with Civil Local Rule 79-5 and with any pertinent orders of the assigned
10 District Judge and Magistrate Judge.

11 **B. GOOD CAUSE STATEMENT**

12 In light of the nature of the claims and allegations in this case and the parties'
13 representations that discovery in this case will involve the production of confidential
14 records, and in order to expedite the flow of information, to facilitate the prompt
15 resolution of disputes over confidentiality of discovery materials, to adequately
16 protect information the parties are entitled to keep confidential, to ensure that the
17 parties are permitted reasonable necessary uses of such material in connection with
18 this action, to address their handling of such material at the end of the litigation, and to
19 serve the ends of justice, a protective order for such information is justified in this
20 matter. The parties shall not designate any information/documents as confidential
21 without a good faith belief that such information/documents have been maintained in a
22 confidential, non-public manner, and that there is good cause or a compelling reason
23 why it should not be part of the public record of this case.

24 **2. DEFINITIONS**

25 2.1 Action: The instant action: *Jamison Sorensen v. National Railroad*
26 *Passenger Corp. dba Amtrak, et al.*, No. 5:16-cv-1343 AB (JPRx).

27 2.2 Challenging Party: a Party or Non-Party that challenges the designation
28 of information or items under this Order.

1 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
2 how it is generated, stored or maintained) or tangible things that qualify for protection
3 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
4 Cause Statement.

5 2.4 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”
6 Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items,
7 the disclosure of which to another Party or Non-Party would create a substantial risk
8 of serious harm that could not be avoided by less restrictive means.

9 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
10 support staff).

11 2.6 Designating Party: a Party or Non-Party that designates information or
12 items that it produces in disclosures or in responses to discovery as
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
14 ONLY.”

15 2.7 Disclosure or Discovery Material: all items or information, regardless of
16 the medium or manner in which it is generated, stored, or maintained (including,
17 among other things, testimony, transcripts, and tangible things), that are produced or
18 generated in disclosures or responses to discovery in this matter.

19 2.8 Expert: a person with specialized knowledge or experience in a matter
20 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
21 expert witness or as a consultant in this Action.

22 2.9 House Counsel: attorneys who are employees of a party to this Action.
23 House Counsel does not include Outside Counsel of Record or any other outside
24 counsel.

25 2.10 Non-Party: any natural person, partnership, corporation, association, or
26 other legal entity not named as a Party to this action.

27 2.11 Outside Counsel of Record: attorneys who are not employees of a party
28 to this Action but are retained to represent or advise a party to this Action and have

1 appeared in this Action on behalf of that party or are affiliated with a law firm which
2 has appeared on behalf of that party, and includes support staff.

3 2.12 Party: any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record (and their
5 support staffs).

6 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 2.14 Professional Vendors: persons or entities that provide litigation support
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)
11 and their employees and subcontractors.

12 2.15 Protected Material: any Disclosure or Discovery Material that is
13 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’
14 EYES ONLY.”

15 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
16 from a Producing Party.

17 **3. SCOPE**

18 The protections conferred by this Order cover not only Protected Material (as
19 defined above), but also (1) any information copied or extracted from Protected
20 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
21 and (3) any deposition testimony, conversations, or presentations by Parties or their
22 Counsel that might reveal Protected Material, other than during a court hearing or at
23 trial.

24 Any use of Protected Material during a court hearing or at trial shall be
25 governed by the orders of the presiding judge. This Order does not govern the use of
26 Protected Material during a court hearing or at trial.

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1 **4. DURATION**

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

10 **5. DESIGNATING PROTECTED MATERIAL**

11 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

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

19 Mass, indiscriminate, or routinized designations are prohibited. Designations
20 that are shown to be clearly unjustified or that have been made for an improper
21 purpose (e.g., to unnecessarily encumber the case development process or to impose
22 unnecessary expenses and burdens on other parties) may expose the Designating Party
23 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 protection, that Designating Party must
26 promptly notify all other Parties that it is withdrawing the inapplicable designation.

27 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
28 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise

1 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
2 under this Order must be clearly so designated before the material is disclosed or
3 produced.

4 Designation in conformity with this Order requires:

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

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

24 (b) for testimony given in depositions that the Designating Party identifies on
25 the record, before the close of the deposition as protected testimony.

26 (c) for information produced in some form other than documentary and for any
27 other tangible items, that the Producing Party affix in a prominent place on the
28 exterior of the container or containers in which the information is stored the legend

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
2 ONLY.” If only a portion or portions of the information warrants protection, the
3 Producing Party, to the extent practicable, shall identify the protected portion(s).

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

10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
12 designation of confidentiality at any time that is consistent with the Court’s
13 Scheduling Order.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
15 resolution process under Local Rule 37-1 et seq.

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

23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is
25 disclosed or produced by another Party or by a Non-Party in connection with this
26 Action only for prosecuting, defending, or attempting to settle this Action. Such
27 Protected Material may be disclosed only to the categories of persons and under the
28 conditions described in this Order. When the Action has been terminated, a Receiving

1 Party must comply with the provisions of Section 13 below. Protected Material must
2 be stored and maintained by a Receiving Party at a location and in a secure manner
3 that ensures that access is limited to the persons authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
7 only to:

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

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

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

16 (d) the court and its personnel;

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

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

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

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the
26 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
27 provide the witness with a copy of this Protective Order and “Acknowledgment and
28 Agreement to Be Bound” (Exhibit A); and (2) they will not be permitted to keep any

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

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

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

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

16 (b) 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 (c) the court and its personnel;

20 (d) private court reporters and their staff to whom disclosure is reasonably
21 necessary for this Action and who have signed the “Acknowledgment and Agreement
22 to Be Bound” (Exhibit A);

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

26 (f) the author or recipient of a document containing the information or a
27 custodian or other person who otherwise possessed or knew the information; and
28

1 (g) any mediator or settlement officer, and their supporting personnel, mutually
2 agreed upon by any of the parties engaged in settlement discussions or designated by
3 the Court.

4 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
5 **PRODUCED IN OTHER LITIGATION**

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

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

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

16 (c) cooperate with respect to all reasonable procedures sought to be pursued by
17 the Designating Party whose Protected Material may be affected. If the Designating
18 Party timely seeks a protective order, the Party served with the subpoena or court
19 order shall not produce any information designated in this action as
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
21 ONLY” before a determination by the court from which the subpoena or order issued,
22 unless the Party has obtained the Designating Party’s permission, or unless otherwise
23 required by the law or court order. The Designating Party shall bear the burden and
24 expense of seeking protection in that court of its confidential material and nothing in
25 these provisions should be construed as authorizing or encouraging a Receiving Party
26 in this Action to disobey a lawful directive from another court.

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

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

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

11 (i) promptly notify in writing the Requesting Party and the Non-Party
12 that some or all of the information requested is subject to a confidentiality
13 agreement with a Non-Party;

14 (ii) promptly provide the Non-Party with a copy of the Protective Order
15 in this Action, the relevant discovery request(s), and a reasonably specific
16 description of the information requested; and

17 (iii) make the information requested available for inspection by the Non-
18 Party, if requested.

19 (c) If a Non-Party represented by counsel fails to commence the process called
20 for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice and
21 accompanying information or fails contemporaneously to notify the Receiving Party
22 that it has done so, the Receiving Party may produce the Non-Party’s confidential
23 information responsive to the discovery request. If an unrepresented Non-Party fails
24 to seek a protective order from this court within 14 days of receiving the notice and
25 accompanying information, the Receiving Party may produce the Non-Party’s
26 confidential information responsive to the discovery request. If the Non-Party timely
27 seeks a protective order, the Receiving Party shall not produce any information in its
28 possession or control that is subject to the confidentiality agreement with the Non-

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

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

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

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

15 (a) If, during the course of this litigation, a party determines that any Document
16 produced by another party is or may reasonably be subject to a legally recognizable
17 privilege or evidentiary protection (“Protected Document”):

18 (i) the Receiving Party shall: (A) refrain from reading the Protected
19 Document any more closely than is necessary to ascertain that it is privileged or
20 otherwise protected from disclosure; (B) immediately notify the Producing
21 Party in writing that it has discovered Documents believed to be privileged or
22 protected; (C) specifically identify the Protected Documents by Bates number
23 range or hash value, and, (D) within ten (10) days of discovery by the
24 Receiving Party, return, sequester, or destroy all copies of such Protected
25 Documents, along with any notes, abstracts or compilations of the content
26 thereof. To the extent that a Protected Document has been loaded into a
27 litigation review database under the control of the Receiving Party, the
28 Receiving Party shall have all electronic copies of the Protected Document

1 extracted from the database. Where such Protected Documents cannot be
2 destroyed or separated, they shall not be reviewed, disclosed, or otherwise used
3 by the Receiving Party. Notwithstanding, the Receiving Party is under no
4 obligation to search or review the Producing Party's Documents to identify
5 potentially privileged or work product Protected Documents.

6 (ii) If the Producing Party intends to assert a claim of privilege or other
7 protection over Documents identified by the Receiving Party as Protected
8 Documents, the Producing Party will, within ten (10) days of receiving the
9 Receiving Party's written notification described above, inform the Receiving
10 Party of such intention in writing and shall provide the Receiving Party with a
11 log for such Protected Documents that is consistent with the requirements of the
12 Federal Rules of Civil Procedure, setting forth the basis for the claim of
13 privilege or other protection. In the event that any portion of a Protected
14 Document does not contain privileged or protected information, the Producing
15 Party shall also provide to the Receiving Party a redacted copy of the document
16 that omits the information that the Producing Party believes is subject to a claim
17 of privilege or other protection.

18 (d) If, during the course of this litigation, a party determines it has produced a
19 Protected Document:

20 (i) the Producing Party may notify the Receiving Party of such
21 inadvertent production in writing, and demand the return of such documents.
22 Such notice shall be in writing, however, it may be delivered orally on the
23 record at a deposition, promptly followed up in writing. The Producing Party's
24 written notice will identify the Protected Document inadvertently produced by
25 bates number range or hash value, the privilege or protection claimed, and the
26 basis for the assertion of the privilege and shall provide the Receiving Party
27 with a log for such Protected Documents that is consistent with the
28 requirements of the Federal Rules of Civil Procedure, setting forth the basis for

1 the claim of privilege or other protection. In the event that any portion of the
2 Protected Document does not contain privileged or protected information, the
3 Producing Party shall also provide to the Receiving Party a redacted copy of the
4 Document that omits the information that the Producing Party believes is
5 subject to a claim of privilege or other protection.

6 (ii) The Receiving Party must, within ten (10) days of receiving the
7 Producing Party's written notification described above, return, sequester, or
8 destroy the Protected Document and any copies, along with any notes, abstracts
9 or compilations of the content thereof. To the extent that a Protected Document
10 has been loaded into a litigation review database under the control of the
11 Receiving Party, the Receiving Party shall have all electronic copies of the
12 Protected Document extracted from the database.

13 (e) To the extent that the information contained in a Protected Document has
14 already been used in or described in other documents generated or maintained by the
15 Receiving Party prior to the date of receipt of written notice by the Producing Party as
16 set forth in paragraphs (c)(ii) and d(i), then the Receiving Party shall sequester such
17 documents until the claim has been resolved. If the Receiving Party disclosed the
18 Protected Document before being notified of its inadvertent production, it must take
19 reasonable steps to retrieve it.

20 (f) The Receiving Party's return, sequestering or destruction of Protected
21 Documents as provided herein will not act as a waiver of the Receiving Party's right
22 to move for the production of the returned, sequestered or destroyed documents on the
23 grounds that the documents are not, in fact, subject to a viable claim of privilege or
24 protection. However, the Receiving Party is prohibited and estopped from arguing
25 that:

26 (i) the disclosure or production of the Protected Documents acts as a
27 waiver of an applicable privilege or evidentiary protection;

28 (ii) the disclosure of the Protected Documents was not inadvertent;

1 (iii) the Producing Party did not take reasonable steps to prevent the
2 disclosure of the Protected Documents; or

3 (iv) the Producing Party failed to take reasonable or timely steps to
4 rectify the error pursuant to Federal Rule of Civil Procedure 26(b)(5)(B), or
5 otherwise.

6 (g) Either party may submit Protected Documents to the Court under seal in
7 compliance with Local Rule 79-5 for a determination of the claim of privilege or other
8 protection. The Producing Party shall preserve the Protected Documents until such
9 claim is resolved. The Receiving Party may not use the Protected Documents for any
10 purpose absent this Court's Order.

11 (h) Upon a determination by the Court that the Protected Documents are
12 protected by the applicable privilege or evidentiary protection, and if the Protected
13 Documents have been sequestered rather than returned or destroyed by the Receiving
14 Party, the Protected Documents shall be returned or destroyed within 10 (ten) days of
15 the Court's order. The Court may also order the identification by the Receiving Party
16 of Protected Documents by search terms or other means.

17 (i) Nothing contained herein is intended to, or shall serve to limit a party's right
18 to conduct a review of documents, data (including electronically stored information)
19 and other information, including without limitation, metadata, for relevance,
20 responsiveness and/or the segregation of privileged and/or protected information
21 before such information is produced to another party.

22 **12. MISCELLANEOUS**

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

25 12.2 Right to Assert Other Objections. No Party waives any right it otherwise
26 would have to object to disclosing or producing any information or item on any
27 ground not addressed in this Protective Order. Similarly, no Party waives any right to
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1 object on any ground to use in evidence of any of the material covered by this
2 Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any
4 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent
5 orders of the assigned District Judge and Magistrate Judge. Protected Material may
6 only be filed under seal pursuant to a court order authorizing the sealing of the
7 specific Protected Material at issue. If a Party's request to file Protected Material
8 under seal is denied by the court, then the Receiving Party may file the information in
9 the public record unless otherwise instructed by the court.

10 13. **FINAL DISPOSITION**

11 After the final disposition of this Action, as defined in Section 4, within 60 days
12 of a written request by the Designating Party, each Receiving Party must return all
13 Protected Material to the Producing Party or destroy such material. As used in this
14 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
15 summaries, and any other format reproducing or capturing any of the Protected
16 Material. Whether the Protected Material is returned or destroyed, the Receiving
17 Party must submit a written certification to the Producing Party (and, if not the same
18 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
19 (by category, where appropriate) all the Protected Material that was returned or
20 destroyed and (2) affirms that the Receiving Party has not retained any copies,
21 abstracts, compilations, summaries or any other format reproducing or capturing any
22 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
23 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
24 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
25 reports, attorney work product, and consultant and expert work product, even if such
26 materials contain Protected Material. Any such archival copies that contain or
27 constitute Protected Material remain subject to this Protective Order as set forth in
28 Section 4.

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

4
5 DATED: January 23, 2017

LYON LAW

6 By: s/ Geoffrey Lyon

7 Geoffrey Lyon, Esq.
8 Attorneys for Plaintiff
9 JAMISON SORENSEN

10 DATED: January 23, 2017

LITTLER MENDELSON, P.C.

11 By: s/ Sami Hasan

12 Michael A. Gregg
13 Sami Hasan
14 Attorneys for Defendant
15 NATIONAL RAILROAD PASSENGER
16 CORPORATION dba AMTRAK and
17 RITA CROZIER

18 Dated: January 30, 2017

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HON. JEAN P. ROSENBLUTH
U.S. 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 Protective Order that was issued by the
United States District Court for the Central District of California on
_____ in the case of *Jamison Sorensen v. National Railroad*
Passenger Corp. dba Amtrak, et al., No. 5:16-cv-1343 AB (JPRx). I agree to comply
with and to be bound by all the terms of this 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 Protective Order to any person or entity
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
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 Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

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