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16 UNITED STATES DISTRICT COURT  
 17 CENTRAL DISTRICT OF CALIFORNIA  
 18 SOUTHERN DIVISION

19 C. BRADFORD KELLY, an individual;  
 20 and ELIZABETH B. KELLY, an  
 individual,

21 Plaintiffs,

22 v.

23 JOEL C. ROMINES, an individual; and  
 PATRICIA B. ROMINES, an individual,

24 Defendants

Case No. SACV11-00233 JST  
(RNBx)

DISCOVERY MATTER

Magistrate Judge Robert N. Block

ORDER RE STIPULATED  
PROTECTIVE ORDER

25  
26  
27  
28  
STIPULATED PROTECTIVE ORDER

1           1.     PURPOSES AND LIMITATIONS

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

16           2.     DEFINITIONS

17           2.1    Challenging Party: a Party or Non-Party that challenges the  
18 designation of information or items under this Order.

19           2.2    "CONFIDENTIAL" Information or Items: information  
20 (regardless of how it is generated, stored or maintained) or tangible things that a  
21 party or non-party in good faith reasonably believes contains confidential or  
22 proprietary information, including without limitation confidential financial  
23 information, confidential agreements with third parties, and other non-public  
24 information for which a party in good faith reasonably believes disclosure could  
25 have an adverse business or competitive impact.

26           2.3    "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL ONLY"  
27 Information or Items: extremely sensitive "Confidential Information or Items", the  
28 disclosure of which to another Party or Non-Party the Designating Party in good

1 faith reasonably believes would have an adverse business or competitive impact or  
2 could otherwise cause serious harm to the Designating Party.

3           2.4 Counsel (without qualifier): Outside Counsel of Record and  
4 House Counsel (as well as their support staff).

5           2.5 Designating Party: a Party or Non-Party that designates  
6 information or items that it produces in disclosures or in responses to discovery as  
7 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL  
8 ONLY."

9           2.6 Disclosure or Discovery Material: all items or information,  
10 regardless of the medium or manner in which it is generated, stored, or maintained  
11 (including, among other things, testimony, transcripts, and tangible things), that are  
12 produced or generated in disclosures or responses to discovery in this matter.

13           2.7 Expert: a person with specialized knowledge or experience in a  
14 matter pertinent to the litigation who has been retained by a Party or its counsel to  
15 serve as an expert witness or as a consultant in this action.

16           2.8 House Counsel: attorneys who are employees of a party to this  
17 action. House Counsel does not include Outside Counsel of Record or any other  
18 outside counsel.

19           2.9 Non-Party: any natural person, partnership, corporation,  
20 association, or other legal entity not named as a Party to this action.

21           2.10 Outside Counsel of Record: attorneys who are not employees of  
22 a party to this action but are retained to represent or advise a party to this action and  
23 have appeared in this action on behalf of that party or are affiliated with a law firm  
24 which has appeared on behalf of that party.

25           2.11 Party: any party to this action, including all of its officers,  
26 directors, employees, consultants, retained experts, and Outside Counsel of Record  
27 (and their support staffs).

1           2.12 Producing Party: a Party or Non-Party that produces Disclosure  
2 or Discovery Material in this action.

3           2.13 Professional Vendors: persons or entities that provide litigation  
4 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
6 and their employees and subcontractors.

7           2.14 Protected Material: any Disclosure or Discovery Material that  
8 is designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - OUTSIDE  
9 COUNSEL ONLY."

10          2.15 Receiving Party: a Party that receives Disclosure or Discovery  
11 Material from a Producing Party.

12          3.    SCOPE

13           The protections conferred by this Stipulation and Order cover not only  
14 Protected Material (as defined above), but also (1) any information copied or  
15 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
16 compilations of Protected Material; and (3) any testimony, conversations, or  
17 presentations by Parties or their Counsel that might reveal Protected Material.  
18 However, the protections conferred by this Stipulation and Order do not cover the  
19 following information: (a) any information that is in the public domain at the time  
20 of disclosure to a Receiving Party or becomes part of the public domain after its  
21 disclosure to a Receiving Party as a result of publication not involving a violation  
22 of this Order, including becoming part of the public record through trial or  
23 otherwise; and (b) any information known to the Receiving Party prior to the  
24 disclosure or obtained by the Receiving Party after the disclosure from a source  
25 who obtained the information lawfully and under no obligation of confidentiality to  
26 the Designating Party. Any use of Protected Material at court hearings or  
27 proceedings shall be governed by a separate agreement or order. The Parties will  
28 address the use of any Protected Material at court hearings or proceedings with the

1 judicial officer conducting such hearings or proceedings.

2 4. DURATION

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

11 5. DESIGNATING PROTECTED MATERIAL

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

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

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

1           5.2 Manner and Timing of Designations. Except as otherwise  
2 provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as  
3 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for  
4 protection under this Order must be clearly so designated before the material is  
5 disclosed or produced.

6           Designation in conformity with this Order requires:

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

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

27           (b) for testimony given in deposition, that the Designating Party  
28 identifies on the record, before the close of the deposition, all protected testimony,

1 (c) for information produced in some form other than documentary  
2 and for any other tangible items, that the Producing Party affix in a prominent place  
3 on the exterior of the container or containers in which the information or item is  
4 stored the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - OUTSIDE  
5 COUNSEL ONLY." If only a portion or portions of the information or item warrant  
6 protection, the Producing Party, to the extent practicable, shall identify the  
7 protected portion(s).

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

## 14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
16 designation of confidentiality at any time. Unless a prompt challenge to a  
17 Designating Party's confidentiality designation is necessary to avoid foreseeable,  
18 substantial unfairness, unnecessary economic burdens, or a significant disruption or  
19 delay of the litigation, a Party does not waive its right to challenge a confidentiality  
20 designation by electing not to mount a challenge promptly after the original  
21 designation is disclosed.

22 6.2 Meet and Confer. The Challenging Party shall initiate the  
23 dispute resolution process by providing written notice of each designation it is  
24 challenging and describing the basis for each challenge. To avoid ambiguity as to  
25 whether a challenge has been made, the written notice must recite that the challenge  
26 to confidentiality is being made in accordance with this specific paragraph of the  
27 Protective Order. The parties shall attempt to resolve each challenge in good faith  
28 and must begin the process by conferring directly (in voice to voice dialogue; other

1 forms of communication are not sufficient) within 10 days of the date of service of  
2 notice. In conferring, the Challenging Party must explain the basis for its belief that  
3 the confidentiality designation was not proper and must give the Designating Party  
4 an opportunity to review the designated material, to reconsider the circumstances,  
5 and, if no change in designation is offered, to explain the basis for the chosen  
6 designation. A Challenging Party may proceed to the next stage of the challenge  
7 process only if it has engaged in this meet and confer process first or establishes  
8 that the Designating Party is unwilling to participate in the meet and confer process  
9 in a timely manner.

10           6.3 Judicial Intervention Pursuant to Local Rule 37. If the Parties  
11 cannot resolve a challenge without court intervention, within 21 days of the initial  
12 notice of challenge or within 14 days of the parties agreeing that the meet and  
13 confer process will not resolve their dispute, whichever is earlier, the Challenging  
14 Party shall personally deliver, e-mail or fax to the Producing Party the Challenging  
15 Party's portion of the Joint Stipulation, together with all declarations and exhibits to  
16 be offered in support of the Challenging Party's position, as set forth in Local Rule  
17 37-2. Failure by the Challenging party to deliver its portion of the Joint Stipulation  
18 within 21 days (or 14 days, if applicable) shall automatically waive objection to the  
19 confidentiality designation for each challenged designation. Within 7 days of  
20 receipt of the Challenging Party's papers, the Producing Party shall personally  
21 deliver, e-mail, or fax to the Challenging Party the Producing Party's portion of the  
22 stipulation, together with all declarations and exhibits to be offered in support of the  
23 Producing Party's position. After the Producing Party's papers are added to the  
24 stipulation by the Challenging Party, the stipulation shall be provided to the  
25 Producing Party, who shall sign it (electronically or otherwise) and return it to  
26 counsel for the Challenging Party, no later than the end of the next business day, so  
27 that it can be filed with the notice of motion.

28           After the Joint Stipulation is filed, each party may file a supplemental  
STIPULATED PROTECTIVE ORDER



1 memorandum of law not later than 14 days prior to the hearing date. A  
2 supplemental memorandum shall not exceed 5 pages in length. No other separate  
3 memorandum of points and authorities shall be filed by either party in connection  
4 with the motion. In addition, the Challenging Party may file a motion challenging a  
5 confidentiality designation at any time if there is good cause for doing so, including  
6 a challenge to the designation of a deposition transcript of any portions thereof.  
7 Any motion brought pursuant to this provision must meet the requirements of Local  
8 Rule 37.

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

17           7.     ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

1           7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
2 otherwise ordered by the court or permitted in writing by the Designating Party, a  
3 Receiving Party may disclose any information or item designated  
4 "CONFIDENTIAL" only to:

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

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

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

17           (d) the court and its personnel;

18           (e) court reporters and their staff, professional jury or trial  
19 consultants, mock jurors, and Professional Vendors to whom disclosure is  
20 reasonably necessary for this litigation and who have signed the "Acknowledgment  
21 and Agreement to Be Bound" (Exhibit A);

22           (f) during their depositions, witnesses in the action to whom  
23 disclosure is reasonably necessary and who have signed the "Acknowledgment and  
24 Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating  
25 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits  
26 to depositions that reveal Protected Material must be separately bound by the court  
27 reporter and may not be disclosed to anyone except as permitted under this  
28 Stipulated Protective Order,

1 (g) the author or recipient of a document containing the information  
2 or a custodian or other person who otherwise possessed or knew the information.

3 7.3 Disclosure of "HIGHLY CONFIDENTIAL - OUTSIDE  
4 COUNSEL ONLY" Information or Items. Unless otherwise ordered by the court or  
5 permitted in writing by the Designating Party, a Receiving Party may disclose any  
6 information or item designated as " HIGHLY CONFIDENTIAL - OUTSIDE  
7 COUNSEL ONLY" only to those persons identified in Paragraphs 7.2(a), 7.2(c),  
8 7.2(d), 7.2(e), and 7.2(f) subject to the terms set forth in section 7.1.

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

11 If a Party is served with a subpoena or a court order issued in other  
12 litigation that compels disclosure of any information or items designated in this  
13 action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - OUTSIDE  
14 COUNSEL ONLY," that Party must:

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

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

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

23 If the Designating Party timely seeks a protective order, the Party  
24 served with the subpoena or court order shall take reasonable steps to preserve any  
25 right to delay its production of any Protected Material pending a determination by  
26 the court from which the subpoena or order issued on the protective order motion,  
27 unless the Party has obtained the Designating Party's permission. The Designating  
28 Party shall bear the burden and expense of seeking protection in that court of its

STIPULATED PROTECTIVE ORDER

1 Protected Material - and nothing in this Order shall be construed as authorization by  
2 the Court to disobey a lawful subpoena in another action.

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

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

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

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

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

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

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

STIPULATED PROTECTIVE ORDER

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

4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

14 11. INADVERTENT PRODUCTION OF PRIVILEGED OR  
15 OTHERWISE PROTECTED MATERIAL

16 When a Producing Party gives notice to Receiving Parties that certain  
17 inadvertently produced material is subject to a claim of privilege or other  
18 protection, the obligations of the Receiving Parties are those set forth in Federal  
19 Rule of Civil Procedure 26(b)(5)(B). The Parties agree that inspection or  
20 production of documents (including physical objects) shall not constitute a waiver  
21 of the attorney-client privilege or work product immunity or any other applicable  
22 privilege or immunity from discovery in this litigation or any other Federal or State  
23 proceeding if, as soon as reasonably possible after the Producing Party becomes  
24 aware of any inadvertent or unintentional disclosure, the Producing Party designates  
25 any such documents as within the attorney-client privilege or work product  
26 immunity or any other applicable privilege or immunity and requests return of such

27 <sup>1</sup> The purpose of this provision is to alert the interested parties to the existence of  
28 confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to  
protect its confidentiality interests in this court.

1 documents to the producing party. Upon request by the Producing Party, the  
2 Receiving Party shall immediately return all copies of such inadvertently produced  
3 document(s). Nothing herein shall prevent the receiving party from challenging the  
4 propriety of the attorney-client privilege or work product immunity or other  
5 applicable privilege or immunity designation by submitting a written challenge to  
6 the Court.

7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right  
9 of any person to seek its modification by the court in the future. Additionally,  
10 nothing herein shall prevent any party from applying to the court for further or  
11 additional protective orders.

12 12.2 Right to Assert Other Objections. By stipulating to the entry of  
13 this Protective Order no Party waives any right it otherwise would have to object to  
14 disclosing or producing any information or item on any ground not addressed in  
15 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
16 any ground to use in evidence of any of the material covered by this Protective  
17 Order.

18 12.3 Filing Protected Material. In accordance with Local Rule 79-5.1,  
19 if any papers to be filed with the Court contain information and/or documents that  
20 have been designated as “Confidential” or “Highly Confidential – Outside Counsel  
21 Only,” the proposed filing shall be accompanied by an application to file the papers  
22 or the portion thereof containing the designated information or documents (if such  
23 portion is segregable) under seal; and the application shall be directed to the judge  
24 to whom the papers are directed. For motions, the parties shall publicly file a  
25 redacted version of the motion and supporting papers.

26 13. FINAL DISPOSITION

27 Within 60 days after the final disposition of this action, as defined in  
28 paragraph 4, each Receiving Party must return all Protected Material to the

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

17 14. GOOD CAUSE

18 The Parties possess Confidential Information, which includes  
19 competitively sensitive and non-public business information. Public disclosure of  
20 this Confidential Information could harm the Parties' business and financial affairs.  
21 Furthermore, the Parties in this action work in the same industry for potentially-  
22 competing firms. As such, there is information the disclosure of which to another  
23 Party or Non-Party could reasonably have an adverse business or competitive  
24 impact or could otherwise cause serious harm to the Designating Party. Therefore,  
25 due to the nature of the Parties' business relationship and the sensitive and  
26 proprietary nature of the Confidential and Highly Confidential Information, and the  
27 Parties' desire to facilitate the exchange of information relevant to this litigation  
28 and to avoid injury to any Party or Non-party through the disclosure of the

1 Confidential and Highly Confidential Information, good cause exists for granting  
2 the instant proposed Stipulated Protective Order.

3 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.


4  
5 MANATT, PHELPS & PHILLIPS, LLP

6 DATED: August 19, 2011 /s/ Stephen S. Mayne  
7 Stephen S. Mayne  
8 *Attorneys for Plaintiffs,*  
9 C. BRADFORD KELLY and ELIZABETH B.  
KELLY  
VALLE MAKOFF LLP

10 DATED: August 19, 2011 /s/ Jeffrey B. Valle  
11 Jeffrey B. Valle  
12 *Attorneys for Defendants,*  
13 JOEL C. ROMINES and PATRICIA B.  
ROMINES

14 ORDER

15 PURSUANT TO STIPULATION, IT IS SO ORDERED.

16 DATED: August 22, 2011   
17 Honorable Robert N. Block  
18 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 on [date] in the case of *C. Bradford Kelly et al. v. Joel C. Romines, et al.*, U.S.D.C. Central District of California Case No. SACV11-00233 JST (RNBx). 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 Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint [print or type full name] of [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_  
City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_  
[printed name]

Signature: \_\_\_\_\_  
[signature]