

1 **KATHRYN LEE BOYD, ESQ. (SBN 189496)**
 2 **lboyd@srbr-law.com**
 3 **JEFF D. NEIDERMAN, ESQ. (SBN 203818)**
 4 **jneiderman@srbr-law.com**
 5 **SCHWARCZ, RIMBERG, BOYD & RADER LLP**
 6 6310 San Vicente Boulevard, Suite 360
 7 Los Angeles, California 90048
 8 Phone: (323) 302-9488
 9 Fax: (323) 931-4990

10 Attorneys for PLAINTIFFS
 11 Mophie, Inc., and Daniel Huang

12 **UNITED STATES DISTRICT COURT**
 13 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

14 MOPHIE, INC., formerly known as
 15 mSTATION Corporation, a California
 16 Corporation, and DANIEL HUANG,
 17 an individual,

18 Plaintiffs,

19 vs.

20 LOZA & LOZA, LLP, a California
 21 Limited Liability Partnership, JULIO
 22 LOZA, an individual and CHRISTINE
 23 S. LOZA, an individual,

24 Defendants.

Case No. 8:11-cv-00539-DOC-(MLGx)
 Assigned to the Honorable David O.
 Carter, U.S.D.J.

**ORDER GRANTING STIPULATION
 FOR PROTECTIVE ORDER**

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1 Pursuant to the Stipulation between Plaintiffs MOPHIE, INC. and DANIEL
2 HUANG (“Plaintiffs”) and Defendants LOZA & LOZA, LLP, JULIO LOZA and
3 CHRISTINA S. LOZA (“Defendants”) (individually, a “party,” together, the
4 “parties”)and FOR GOOD CAUSE SHOWN, it is hereby ORDERED that a
5 Protective Order (“Order”) be issued pursuant to Rule 26(c) of the Federal Rules
6 of Civil Procedure as follows:

7 1. Plaintiffs and Defendants acknowledge that disclosure and discovery
8 activity in this litigation could potentially involve the production of confidential,
9 proprietary, sensitive or private information, for which special protection from
10 public dissemination or disclosure (and from use for any purpose other than
11 prosecuting and defending this matter) would be warranted.

12 **Part One: Use of Designated Materials in Discovery**

13 2. Information, material and/or discovery responses may be designated
14 pursuant to this Order by the person or entity producing, lodging it or otherwise
15 furnishing it or by any party to this action (the “Designating Party”) if: (a)
16 provided or served, formally or informally, in response to any other formal or
17 informal discovery request, subpoena, deposition notice or order in this action;
18 and/or (b) filed or lodged with the Court. All such information, material and/or
19 discovery responses and all information or material derived therefrom is
20 “Designated Material” under this Order, whether labeled as “CONFIDENTIAL” or
21 “HIGHLY CONFIDENTIAL” as set forth below. Unless and until otherwise
22 ordered by the Court or agreed to in writing by the parties, Designated Material
23 shall be used only in the litigation and preparation for trial of this action and shall
24 not be used or disclosed by the receiving party except as expressly provided under
25 the terms of this Order.

26 3. Any party or non-party may designate as “Confidential Information”
27 (by stamping the relevant page “CONFIDENTIAL” or as otherwise set forth
28 herein) any document or response to discovery for the purposes of (i) avoiding

1 invasions of individual privacy and protecting non-public proprietary information
2 and confidential business, technical, financial and/or personal information relating
3 to the Designating Party's business, technical, financial, or personal affairs, subject
4 to protection under Rule 26(c) of the Federal Rules of Civil Procedure (“FRCP”)
5 or under other provisions of California law. Any party or non-party may designate
6 as “Highly Confidential Information” (by stamping the relevant page “HIGHLY
7 CONFIDENTIAL” or as otherwise set forth herein) any document or response to
8 discovery which that party or non-party considers in good faith to contain
9 information involving trade secrets, or confidential business or financial
10 information, subject to protection under FRCP Rule 26(c) or under other
11 provisions of California law. Where a document or response consists of more than
12 one page, the first page and each page on which Designated Material appears shall
13 be so designated.

14 4. A party or non-party may designate information disclosed during a
15 deposition or in response to written discovery as “CONFIDENTIAL” or
16 “HIGHLY CONFIDENTIAL” by so indicating in said responses or on the record
17 at the deposition and requesting the preparation of a separate transcript of such
18 material. In addition, a party or non-party may designate in writing, within thirty
19 (30) days after receipt of said responses or of the deposition transcript for which
20 the designation is proposed, that specific pages of the transcript and/or specific
21 responses be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”
22 Any other party may object to such proposal, in writing or on the record. Upon
23 such objection, the parties shall follow the procedures described herein. After any
24 designation made according to the procedure set forth herein, the designated
25 documents or information shall be treated according to the designation until the
26 matter is resolved according to the procedures described herein.

27 5. All Designated Material produced or exchanged in the course of this
28 case (not including information that is publicly available) shall be used by the

1 party or parties to whom the information is produced solely for the purpose of this
2 case.

3 6. Except with the prior written consent of the other parties, or upon
4 prior order of the Court obtained upon notice to opposing counsel, Confidential
5 Information shall not be disclosed to any person other than:

6 (a) counsel for the respective parties to this litigation, including in-
7 house counsel and co-counsel retained for this litigation;

8 (b) employees of such counsel;

9 (c) individual parties or officers or employees of a party, to the
10 extent deemed necessary by counsel for the prosecution or defense of this
11 litigation;

12 (d) consultants or expert witnesses retained for the prosecution or
13 defense of this litigation, provided that each such person shall execute a copy of
14 the Certification annexed to this Order (which shall be retained by counsel to the
15 party so disclosing the Confidential Information and made available for inspection
16 by opposing counsel during the pendency or after the termination of the action
17 only upon good cause shown and upon order of the Court) before being shown or
18 given any Confidential Information;

19 (e) any authors or recipients of the Confidential Information;

20 (f) the Court, Court personnel, and court reporters; and

21 (g) witnesses (other than persons described in paragraph 5(e)). A
22 witness shall sign the Certification before being shown Confidential Information.
23 Confidential Information may be disclosed to a witness who will not sign the
24 Certification only in a deposition at which the party who designated the
25 Confidential Information is represented or has been given notice that Confidential
26 Information produced by the party may be used. At the request of any party, the
27 portion of the deposition transcript involving the Confidential Information shall be
28 designated "CONFIDENTIAL" pursuant to paragraph 3 above. Witnesses shown

1 Confidential Information shall not be allowed to retain copies.

2 7. Except with the prior written consent of the other parties, or upon
3 prior order of the Court obtained upon notice to opposing counsel, Highly
4 Confidential Information shall not be disclosed to any person other than:

5 (a) counsel for the respective parties to this litigation, including in-
6 house counsel and/or legal personnel and co-counsel retained for this litigation;

7 (b) employees of such counsel;

8 (c) consultants or expert witnesses retained for the prosecution or
9 defense of this litigation, provided that each such person shall execute a copy of
10 the Certification annexed to this Order (which shall be retained by counsel to the
11 party so disclosing the Highly Confidential Information and made available for
12 inspection by opposing counsel during the pendency or after the termination of the
13 action only upon good cause shown and upon order of the Court) before being
14 shown or given any Highly Confidential Information;

15 (d) any authors or recipients of the Highly Confidential
16 Information;

17 (e) the Court, Court personnel, and court reporters; and

18 (f) witnesses (other than persons described in paragraph 6(c)). A
19 witness shall sign the Certification before being shown Highly Confidential
20 Information. Highly Confidential Information may be disclosed to a witness who
21 will not sign the Certification only in a deposition at which the party who
22 designated the Highly Confidential Information is represented or has been given
23 notice that Highly Confidential Information produced by the party may be used.
24 At the request of any party, the portion of the deposition transcript involving the
25 Highly Confidential Information shall be designated "HIGHLY
26 CONFIDENTIAL" pursuant to paragraph 3 above. Witnesses shown Highly
27 Confidential Information shall not be allowed to retain copies.

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1 8. Any persons receiving Designated Material shall not reveal or discuss
2 such information to or with any person who is not entitled to receive such
3 information, except as set forth herein.

4 9. If a party contends that any Designated Material is not entitled to
5 treatment as such, that party may at any time give written notice to the party or
6 non-party who designated the material. The party or non-party who designated the
7 material shall have thirty (30) days from the receipt of such written notice to apply
8 to the Court for an order confirming designation of the material as Confidential
9 Information or as Highly Confidential Information. The party or non-party
10 seeking the order has the burden of establishing that the document is entitled to
11 protection.

12 10. Notwithstanding any challenge to Designated Material as provided in
13 the preceding paragraph, all documents so designated shall be treated as such and
14 shall be subject to the provisions hereof unless and until one of the following
15 occurs:

16 (a) the party or non-party who designated the Designated Material
17 as such withdraws such designation in writing; or

18 (b) the party or non-party who designated the Designated Material
19 as such fails to apply to the Court for an order designating the material confidential
20 within the time period specified above after receipt of a written challenge to such
21 designation; or

22 (c) the Court rules the material is not Confidential Information or
23 Highly Confidential Information.

24 11. All provisions of this Order restricting the communication or use of
25 Designated Material shall continue to be binding after the conclusion of this
26 action, unless otherwise agreed or ordered. Upon conclusion of the litigation, a
27 party in the possession of Designated Material, other than that which is contained
28 in pleadings, correspondence, and deposition transcripts, shall either (a) return

1 such materials no later than thirty (30) days after conclusion of this action to
2 counsel for the party or non-party who provided such information, or (b) destroy
3 such materials within the time period upon consent of the party who provided the
4 materials and certify in writing within thirty (30) days that the documents have
5 been destroyed.

6 12. Nothing herein shall be deemed to waive any applicable privilege or
7 work product protection, or to affect the ability of a party to seek relief for an
8 inadvertent disclosure of material protected by privilege or work product
9 protection. If any person inadvertently produces any Designated Materials without
10 marking it with the appropriate legend, the producing party may give written
11 notice within 30 days to the receiving party or parties, including appropriately
12 stamped copies of the Designated Material, that the document, thing, or response is
13 deemed Designated Material and should be treated as such in accordance with the
14 provisions of this Order. Thereafter, such material shall be treated in accordance
15 with the provisions of this Order.

16 13. Nothing in this Order shall be construed to affect either the
17 discoverability, admissibility or use at trial of any document or thing, nor shall any
18 party's or nonparty's assent to this Order be deemed to waive that party's or non-
19 party's right to object to the production of documents and things on appropriate
20 grounds or to move to compel the production of documents and things wrongfully
21 withheld from production. No party may refer to this Order or the designation of
22 Confidential Information or Highly Confidential Information as proof that such
23 Designated Material is actually confidential or constitutes (or contains) sensitive
24 business, technical, financial or personal information.

25 14. Nothing in this Order shall prevent or otherwise restrict counsel from
26 rendering advice to their clients and, in the course of rendering such advice,
27 relying upon the examination of materials designated as Designated Material. In
28 rendering such advice and otherwise communicating with the client, however,

1 counsel shall not make any disclosure of any Designated Material, except as
2 permitted by this Order.

3 **Part Two: Modification and Survival**

4 15. The parties reserve the right to seek modification of this Order at any
5 time for good cause. The parties agree to meet and confer prior to seeking to
6 modify this Order for any reason. The restrictions imposed by this Order may only
7 be modified or terminated by written stipulation of the parties in this action or by
8 order of this Court.

9 16. This stipulation is for the Court's consideration and approval as an
10 order. It shall not be construed to create a contract between the parties or between
11 the parties and their respective counsel.

12 17. The Court retains jurisdiction to make such amendments,
13 modifications, and additions to this as he or she may from time to time deem
14 appropriate.

15
16 IT IS SO ORDERED.

17 ***MARC L. GOLDMAN***

18 DATED: December 7, 2011

19 _____
20 Honorable Marc L. Goldman
21 United States Magistrate Judge

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CERTIFICATION

I hereby certify my understanding that Designated Material is being provided to me pursuant to the terms and restrictions of the Proposed Stipulated Protective Order (“Order”) dated _____, in *Mophie, Inc., et al. v. Loza & Loza, LLP, et al., Case No. 11-00539-DOC (MLGx)*. I have been given a copy of the Order and have read it carefully.

I agree to be bound by the Order. I will not reveal the Designated Material to anyone, except as allowed by the Order. I will maintain all such Designated Material -- including copies; notes, or other transcriptions made therefrom -- in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Designated Material -- including copies, notes, or other transcriptions made therefrom -- to the counsel who provided me with the Designated Material. I hereby consent to the jurisdiction of the United States District Court for the Central District of California, for the purpose of enforcing the Confidentiality Order.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this certificate is executed this ____ day of _____, 201_.

By: _____

Address: _____

Phone: _____