

1 GASTON & GASTON
 A PROFESSIONAL LAW CORPORATION
 2 Matthew J. Faust, State Bar No. 254145
mjf@gastonandgaston.com
 3 Melissa N. Engle, State Bar No. 272741
mne@gastonandgaston.com
 4 Frederick W. Gaston, State Bar No. 231179
fwg@gastonandgaston.com
 5 1010 Second Avenue, 24th Floor
 San Diego, California 92101
 6 Telephone: (619) 398-1882
 Facsimile: (619) 398-1887

7 Attorneys for Plaintiff
 8 TRITON ENGINEERING

9 JAMES J. YUKEVICH (SBN 159896)
JYukevich@yukelaw.com
 10 STEVEN S. VAHIDI (SBN 283951)
SVahidi@yukelaw.com
 11 YUKEVICH CAVANAUGH
 12 355 S. Grand Avenue, 15th Floor
 Los Angeles, CA 90071-1560
 13 Telephone: (213) 362-7777
 14 Facsimile: (213) 362-7788

15 Attorneys for Defendants
 CRANE CO and ELDEC
 16 CORPORATION

17 UNITED STATES DISTRICT COURT
 18 CENTRAL DISTRICT OF CALIFORNIA

19)
 20 TRITON ENGINEERING,) Case No. SACV 12-01617 CJC (JEMx)
)
 21 Plaintiff,) STIPULATED PROTECTIVE ORDER
)
 22 v.)
)
 23 CRANE CO.; ELDEC CORPORATION, dba)
 CRANE AEROSPACE & ELECTRONICS)
 24 and DOES 1 through 10,)
)
 25 Defendants.)
)
 26)
)

1 Pursuant to Federal Rule of Civil Procedure 26(c), and in consideration of the mutual covenants
2 contained herein, the undersigned counsel for the parties hereby stipulate as follows, and it is hereby
3 ordered:

- 4
5 1. In connection with this Action, any party may designate any documents, electronically stored
6 information, materials, things, discovery materials, materials filed with this Court, testimony,
7 or other information derived therefrom, as “CONFIDENTIAL” pursuant to the terms of this
8 Stipulated Protective Order (“Order”). Either the producing or receiving party may designate
9 as “CONFIDENTIAL” any material or information that such party reasonably believes in good
10 faith is subject to confidential protection under the law, including but not limited to Fed. R.
11 Civ. P. 26(c) or other applicable statutory or common law, including trade secrets; confidential
12 research, development, or other commercial information; other proprietary or sensitive
13 business information; or personal, medical, or personnel information. Any materials
14 designated in accordance with this paragraph shall hereinafter be referred to as “Confidential
15 Materials.”
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- 17 2. A producing party may designate Confidential Materials by stamping the materials with the
18 legend “CONFIDENTIAL.” Stamping “CONFIDENTIAL” on the cover of any multi-page
19 document shall designate all pages of the document as “CONFIDENTIAL,” unless otherwise
20 indicated by the designating party. Any confidential material produced on disks or other
21 computer-related media may be designated as Confidential by labeling the media as
22 “CONFIDENTIAL.”
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- 24 3. Confidential Materials shall be maintained in strict confidence by all persons permitted access
25 to such Confidential Materials pursuant to the terms of this Order. However, the mere fact that
26 any document or information is designated as “CONFIDENTIAL” pursuant to this Order shall
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1 not signify that any such document or information is in fact confidential or be construed as an
2 admission that such document or information is confidential.

- 3 4. Deposition transcripts, or portions thereof, may be designated as “CONFIDENTIAL” by (a)
4 making a statement to that effect on the record at the deposition, or (b) counsel’s written
5 designation of certain pages of the transcript as “CONFIDENTIAL” within fourteen (14) days
6 of the receipt of the transcript by attorneys for all parties.
- 7
- 8 5. Confidential Materials marked as “CONFIDENTIAL” shall not be used for any purpose except
9 in connection with this litigation, and shall not be delivered or disclosed, in whole or in part, to
10 any person except:
- 11 a. the Court and its officers (including court reporters);
12 b. counsel of record for the parties and their staff, as well as employees of third party
13 vendors engaged to provide litigation support services;
14 c. the parties, and any current employees of the parties who are involved in the
15 prosecution, defense, and/or appeal of this action;
16 d. the parties’ independent experts retained in connection with this action; and
17 e. non-party deposition and trial witnesses.
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- 19 6. Before disclosure of Confidential Materials is made to any person (other than persons
20 described in subsections (a), (b), and (c) of paragraph 5), the party seeking to disclose such
21 Confidential Materials shall obtain such person’s written agreement, in the form of the Exhibit
22 attached hereto. In the event that a deposition witness fails or refuses to sign the Exhibit, the
23 party wishing to disclose such Confidential Materials at deposition shall, on the record, inform
24 the witness of the existence of the Stipulated Protective Order, and instruct the witness not to
25 disclose any information contained in the Confidential Materials to anyone other than for
26 purposes of the litigation. No disclosure shall be made to any such person unless such person
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1 first complies with this paragraph. The party disclosing Confidential Materials to such persons
2 shall retain a copy of all such statements signed by any such persons to whom disclosure is
3 made, and shall provide a copy of any such statement to the other parties upon request.
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5 7. Before any materials produced in discovery, answers to interrogatories, responses to requests
6 for admissions, deposition transcripts, or other documents which are designated as Confidential
7 Information are filed with the Court for any purpose, the party seeking to file such material
8 shall seek permission of the Court to file said material under seal. The parties will follow and
9 abide by applicable law, including Civ. L.R. 7.3, with respect to filing documents under seal in
10 this Court. In the event that the filing must be made public, the Confidential material must be
11 redacted before filing.

12 8. All persons are hereby placed on notice that the Court is unlikely to seal or otherwise afford
13 confidential treatment to any Confidential Materials introduced in evidence at trial, even if
14 such material has previously been sealed or designated as CONFIDENTIAL. The Court also
15 retains unfettered discretion whether or not to afford confidential treatment to any Confidential
16 Materials submitted to the Court in connection with any motion, application, or proceeding
17 that may result in an order and/or decision by the Court.
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19 9. Within forty-five (45) days after the final disposition of this action, including all appeals, all
20 Confidential Materials shall either be returned to the party that produced them at that party's
21 expense or be destroyed; *provided however*, that counsel and the parties may retain copies of
22 pleadings, motion papers, transcripts, legal memoranda, correspondence, or attorney work
23 product, even if such materials contain Confidential Materials. Upon request of the producing
24 party, and not more than sixty (60) days after final disposition of this action, including appeals,
25 counsel who received the Confidential Materials shall deliver a written certification certifying
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1 compliance with the terms of this Order to counsel for the party that produced the Confidential
2 Materials.

3 10. If, through inadvertence, a producing party discloses any document or information that it
4 believes should have been designated as “CONFIDENTIAL” it may subsequently, within a
5 reasonable period after the discovery of such inadvertence, designate such document or
6 information as “CONFIDENTIAL.” After such designation is made, all receiving parties shall
7 treat the Confidential Materials accordingly. If any Confidential Materials have been disclosed
8 by the receiving party prior to the designation, the receiving party shall notify the producing
9 party and shall also make a good faith effort to have the Confidential Materials returned.

10 11. Any party may object to the designation of any document or information as
11 “CONFIDENTIAL” pursuant to this Order, and in any motion regarding such designation, the
12 designating party shall have the burden of establishing that the designation is appropriate.
13 Counsel for the parties shall meet and confer in an attempt to resolve any disputes about the
14 designation or treatment of any document or information before presenting such disputes to the
15 Court. If a dispute as to a Confidential designation of a document or item of information
16 cannot be resolved by agreement, the proponent of the designation being challenged shall
17 present the dispute to the Court by motion for an order regarding the challenged designation.
18 The document or information that is the subject of the filing shall be treated as originally
19 designated pending resolution of the dispute. When the inadvertent or mistaken disclosure of
20 any information, document or thing protected by privilege or work-product immunity is
21 discovered by the producing party and brought to the attention of the receiving party, the
22 receiving party’s treatment of such material shall be in accordance with Federal Rules of Civil
23 Procedure and California Law. Such inadvertent or mistaken disclosure of such information,
24 document or thing shall not by itself constitute a waiver by the producing party of any claims
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1 of privilege or work-product immunity. However, nothing herein restricts the right of the
2 receiving party to challenge the producing party's claim of privilege if appropriate within a
3 reasonable time after receiving notice of the inadvertent or mistaken disclosure.
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6 12. Disclosure of "CONFIDENTIAL-ATTORNEY EYES ONLY" Information or Items.

7 Confidential Materials that are designated "Confidential-Attorney Eyes Only" may be
8 disclosed only to persons described in subsections (a), (b), and (d) of paragraph 5 and only to
9 the extent such persons have a legitimate need to know the contents of Confidential Materials
10 disclosed to them.
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13 13. No information that is in the public domain or which is already known by the receiving party
14 through proper means or which is or becomes available to a party from a source other than the
15 party asserting confidentiality, rightfully in possession of such information on a non-
16 confidential basis, shall be deemed or considered to be Confidential material under this
17 Stipulated Protective Order.

18 14. Each person or entity that produces or receives discovery materials hereby agrees to subject
19 itself to the jurisdiction of this Court for the purpose of any proceedings related to the
20 enforcement of this Order.
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2 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

3 Dated:

YUKEVICH CAVANAUGH

4
5 By: _____ /s/

6 James J. Yukevich
7 Steven S. Vahidi
8 Attorneys for Defendants CRANE CO.
9 and ELDEC CORPORATION

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11 Dated:

GASTON & GASTON, APLC

12
13 By: _____ /s/

14 Matthew J. Faust
15 Melissa N. Engle
16 Attorneys for Plaintiff
17 TRITON ENGINEERING

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19 **IT IS SO ORDERED:**

20 Dated: August 1, 2013

21 /s/John E. McDermott
22 UNITED STATES MAGISTRATE JUDGE

1 of the Stipulated Protective Order. I agree that I will not disclose such Confidential Materials to
2 anyone other than for purposes of this litigation and that at the conclusion of the litigation I will return
3 all Confidential Materials to the party or attorney from whom I received it or provide in writing that
4 said information has been destroyed. By acknowledging these obligations under the Stipulated
5 Protective Order, I understand that I am submitting myself to the jurisdiction of the United States
6 District Court for the Southern District of California for the purpose of any issue or dispute arising
7 hereunder and that my willful violation of any term of the Stipulated Protective Order could subject
8 me to punishment for contempt of Court.

9
10 I declare under penalty of perjury that the foregoing is true and correct.

11
12 Dated:

(Signature)