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9 **IN THE UNITED STATES DISTRICT COURT**
 10 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

12 HUNTER CONSULTING, INC., a
13 Nevada corporation,

14 Plaintiff,

15 v.

16 FRANK BEAS, an individual; BEN
 17 MAESE, an individual; TIFFANY VAN
 18 HORN, an individual; 13 TONS, LLC, a
 19 Nevada limited liability company;
 20 EARTH CONSCIOUS, LLC, a Nevada
 21 limited liability company; LES
 22 LIVINGSTON, individually and dba LCL
 23 Consulting, Inc.; PHOENIX
 24 ENVIRONMENTAL, INC., a Nevada
 25 corporation; and DOES 1 through 10,
 26 inclusive,

Defendants.

NO.: SACV12-01947 JGB (JPRx)

**STIPULATED PROTECTIVE
 ORDER FOR LITIGATION
 INVOLVING HIGHLY SENSITIVE
 CONFIDENTIAL INFORMATION
 AND/OR TRADE SECRETS**

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.
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8 The parties acknowledge that this Order does not confer blanket protections on all
9 disclosures or responses to discovery and that the protection it affords from public
10 disclosure and use extends only to the limited information or items that are entitled
11 to confidential treatment under the applicable legal principles. The parties further
12 acknowledge, as set forth in Section 12.2, below, that this Stipulated Protective
13 Order does not entitle them to file confidential information under seal; Civil Local
14 Rule 79-5 sets forth the procedures that must be followed and the standards that will
15 be applied when a party seeks permission from the court to file material under seal.
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17 In addition, the parties agree that the designation of any materials under this
18 protective order or the failure to challenge a designation under this protective order
19 is without prejudice to any position on the merits at trial and will not amount to a
20 conclusive admission on any substantive issue.
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1 2. DEFINITIONS

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3 2.1 Challenging Party: A Party or Non-Party that challenges the designation of
4 information or items under this Order.

5 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it
6 is generated, stored or maintained) or tangible things that qualify for
7 protection under Federal Rule of Civil Procedure 26(c).
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9 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel
10 (as well as their support staff).
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12 2.4 Designating Party: a Party or Non-Party that designates information or items
13 that it produces in disclosures or in responses to discovery as
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
15 EYES ONLY”.
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17 2.5 Disclosure or Discovery Material: all items or information, regardless of the
18 medium or manner in which it is generated, stored or maintained (including,
19 among other things, testimony, transcripts, and tangible things), that are
20 produced or generated in disclosures or responses to discovery in this matter.
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22 2.6 Expert: a person with specialized knowledge or experience in a matter
23 pertinent to the litigation who (1) has been retained by a Party or its counsel
24 to serve as an expert witness or as a consultant in this action, (2) is not a past
25 or current employee of a Party or of a Party’s competitor, and (3) at the time
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1 of retention, is not anticipated to become an employee of a Party or of a
2 Party's competitor.

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4 2.7 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information
5 or Items: extremely sensitive "Confidential Information or Items," disclosure
6 of which to another Party or Non-Party would create a substantial risk of
7 serious harm that could not be avoided by less restrictive means.

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9 2.8 House Counsel: attorneys who are employees of a party to this action. House
10 Counsel does not include Outside Counsel of Record or any other outside
11 counsel.

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13 2.9 Non-Party: any natural person, partnership, corporation, association, or other
14 legal entity not named as a Party to this action.

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16 2.10 Outside Counsel of Record: attorneys who are not employees of a party
17 to this action but are retained to represent or advise a party to this action and
18 have appeared in this action on behalf of that party or are affiliated with a law
19 firm which has appeared on behalf of that party.

20
21 2.11 Party: any party to this action, including all of its officers, directors,
22 employees, consultants, retained experts, and Outside Counsel of Record
23 (and their support staffs).

24
25 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
26 Discovery Material in this action.

1 2.13 Professional Vendors: persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or
4 medium) and their employees and subcontractors.

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6 2.14 Protected Material: any Disclosure or Discovery Material that is
7 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
8 ATTORNEYS’ EYES ONLY.”

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

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13 3. SCOPE

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

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

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20 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
21 Party or Non-Party that designates information or items for protection under this
22 Order must take care to limit any such designation to specific material that qualifies
23 under appropriate standards. To the extent it is practical to do so, the Designating
24 Party must designate for protection only those parts of material, documents, items, or
25 oral or written communications that qualify – so that other portions of the material,
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1 documents, items, or communications for which protection is not warranted are not
2 swept unjustifiably within the ambit of this Order.

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

9
10 If it comes to a Designating Party's attention that information or items that it
11 designated for protection do not qualify for protection at all or do not qualify for the
12 level of protection initially asserted, that Designating Party must promptly notify all
13 other parties that it is withdrawing the mistaken designation.

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16 5.2 Manner of Timing of Designations. Except as otherwise provided in this
17 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
18 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
19 under this Order must be clearly so designated before the material is disclosed or
20 produced. However, any materials that were disclosed or produced in the course of
21 this litigation, but prior to the entry of this stipulation and order may now be
22 retroactively designated.
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25 Designation in conformity with this Order requires:
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1 (a) for information in documentary form (e.g., paper or electronic
2 documents, but excluding transcripts of depositions or other pretrial or trial
3 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that
5 contains protected material. If only a portion or portions of the material on a page
6 qualifies for protection, the Producing Party also must clearly identify the protected
7 portion(s) (e.g., by making appropriate marking in the margins) and must specify,
8 for each portion, the level of protection being asserted.
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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 material it would like copied or produced. During the inspection and before
15 the designation, all of the material made available for inspection shall be deemed
16 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting
17 Party has identified the documents it wants copied and produced, the Producing
18 Party must determine which documents, or portions thereof, qualify for protection
19 under this Order. Then, before producing the specified documents, the Producing
20 Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY
21 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that contains
22 Protected Material. If only a portion or portions of the material on a page qualified
23 for protection, the Producing Party also must clearly identify the protected portion(s)
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1 (e.g., by making appropriate markings in the margins) and must specify, for each
2 portion, the level of protection being asserted.

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4 (b) for testimony given in deposition, that the Designating Party
5 identify on the record, before the close of the deposition, hearing, or other
6 proceeding, all protected testimony and specify the level of protection being
7 asserted. When it is impractical to identify separately each portion of testimony that
8 is entitled to protection and it appears that substantial portions of the testimony may
9 qualify for protection, the Designating Party may invoke on the record (before the
10 deposition, hearing, or other proceeding is concluded) a right to have up to 21 days
11 to identify the specific portions of the testimony as to which protection is sought and
12 to specify the level of protection being asserted. Only those portions of the
13 testimony that are appropriately designated for protection within the 21 days shall be
14 covered by the provisions of the Protective Order. Alternatively, a Designating Party
15 may specify, at the deposition or up to 21 days afterwards if that period is properly
16 invoked, that the entire transcript shall be treated as “CONFIDENTIAL” or
17 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

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19 Parties shall give the other parties notice if they reasonably expect a
20 deposition, hearing or other proceeding to include Protected Material so that the
21 other parties can ensure that only authorized individuals who have signed the
22 “Acknowledgement and Agreement to Be Bound” (Exhibit A) are present at those
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1 proceedings. The use of a document as an exhibit at a deposition shall not in any
2 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY.”
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5 Transcripts containing Protected Material shall include a list of all pages
6 (including line numbers as appropriate) that have been designated as Protected
7 Material and the level of protection being asserted by the Designating Party. The
8 designated pages shall be separately bound in a volume that bears an obvious legend
9 on the title page indicating that the separately bound volume contains Protected
10 Material. This separately bound volume shall then be placed in a sealed envelope,
11 also bearing a legend indicating that Protected Material is enclosed. The
12 Designating Party shall inform the court reporter of these requirements. Any
13 transcript that is prepared before the expiration of a 21-day period for designation
14 shall be treated during that period as if it had been designated “HIGHLY
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise
16 agreed. After the expiration of that period, the transcript shall be treated only as
17 actually designated.
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22 (c) for information produced in some form other than documentary and
23 for any other tangible items, that the Producing Party affix in a prominent place on
24 the exterior of the container or containers in which the information or item is stored
25 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
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1 EYES ONLY”. If only a portion or portions of the information or item warrant
2 protection, the Producing Party, to the extent practicable, shall identify the protected
3 portion(s) and specify the level of protection being asserted.
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5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
6 to designate qualified information or items does not, standing alone, waive the
7 Designating Party’s right to secure protection under this Order for such material.
8 Upon timely correction of a designation, the Receiving Party must make reasonable
9 efforts to assure that the material is treated in accordance with the provisions of this
10 Order.
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13 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
15 of confidentiality at any time. Unless a prompt challenge to a Designating Party’s
16 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
17 unnecessary economic burdens, or a significant disruption or delay of the litigation,
18 a Party does not waive its right to challenge a confidentiality designation by electing
19 not to mount a challenge promptly after the original designation is disclosed.
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22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
23 process by providing written notice of each designation it is challenging and
24 describing the basis for each challenge. To avoid ambiguity as to whether a
25 challenge has been made, the written notice must recite that the challenge to
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1 confidentiality is being made in accordance with this specific paragraph of the
2 Protective Order. The parties shall attempt to resolve each challenge in good faith
3 and must begin the process by conferring directly (in voice to voice dialogue; other
4 forms of communication are not sufficient) within 10 days of the date of service of
5 notice. In conferring, the Challenging Party must explain the basis for its belief that
6 the confidentiality designation was not proper and must give the Designating Party
7 an opportunity to review the designated material, to reconsider the circumstances,
8 and, if non change in designation is offered, to explain the basis for the chosen
9 designation. A Challenging Party may proceed to the next stage of the challenge
10 process only if it has engaged in this meet and confer process first or establishes that
11 the Designating party is unwilling to participate in the meet and confer process in a
12 timely manner.

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17 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
18 intervention, the Designating Party shall file and serve a motion to retain
19 confidentiality under Civil Local Rule 37-1 or 37-2 (and in compliance with Civil
20 Local Rule 79-5, if applicable) within 21 days of the initial notice of challenge or
21 within 14 days of the parties agreeing that the meet and confer process will not
22 resolve their dispute, whichever is earlier. It may be appropriate in certain
23 circumstances for the parties to agree to shift the burden to move on the Challenging
24 Party after a certain number of challenges are made to avoid an abuse of process.
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1 The burden of persuasion would remain on the Designating Party. Each such motion
2 must be accompanied by a competent declaration affirming that the movant has
3 complied with the meet and confer requirements imposed in the preceding
4 paragraph as well as those within Local Rule 37-1. Failure by the Designating Party
5 to make such a motion including the required declaration within 21 days (or 14
6 days, if applicable) shall automatically waive the confidentiality designation for
7 each alleged designation. In addition, the Challenging Party may file a motion
8 challenging a confidentiality designation at any time if there is good cause for doing
9 so, including a challenge to the designation of a deposition transcript or any portions
10 thereof. Any motion brought pursuant to this provision must be accompanied by a
11 competent declaration affirming that the movant has complied with the meet and
12 confer requirements imposed by the preceding paragraph.
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17 The burden of persuasion in any such challenge proceeding shall be on the
18 Designating Party. Frivolous challenges and those made for an improper purpose
19 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
20 expose the Challenging Party to sanctions. Unless the Designating party has waived
21 the confidentiality designation by failing to file a motion to retain confidentiality as
22 described above, all parties shall continue to afford the material in question the level
23 of protection to which it is entitled under the Producing Party's designation until the
24 court rules on the challenge.
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1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this
4 case only for prosecuting, defending, or attempting to settle this litigation. Such
5 Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Order. When the litigation has been terminated, a
7 Receiving party must comply with the provisions of section 13 below (FINAL
8 DISPOSITION).

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

12 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
13 ordered by the court or permitted in writing by the Designating Party, a Receiving
14 Party may disclose any information or item designated "CONFIDENTIAL" only to:

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

1 (b) the officers, directors, and employees (including House Counsel)
2 of Receiving Party to whom disclosure is reasonably necessary for this litigation and
3 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
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5 (c) Experts (as defined in this Order) of the Receiving Party to
6 whom disclosure is reasonably necessary for this litigation and who have signed the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
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9 (d) the court and its personnel;

10 (e) court reporters and their staff, professional jury or trial
11 consultants, and Professional Vendors to whom disclosure is reasonably necessary
12 for this litigation and who have signed the “Acknowledgment and Agreement to Be
13 Bound” (Exhibit A);
14

15 (f) during their depositions, witnesses in the action to whom
16 disclosure is reasonably necessary and who have signed the “Acknowledgment and
17 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
18 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits
19 to depositions that reveal Protected Material must be separately bound by the court
20 reporter and may not be disclosed to anyone except as permitted under this
21 Stipulated Protective Order.
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25 (g) the author or recipient of a document containing the information
26 or a custodian or other person who otherwise possessed or knew the information.
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1 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES

2 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
3 writing by the Designating Party, a Receiving Party may disclose any information or
4 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
5 to:
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7 (a) the Receiving Party’s Outside Counsel of Record in this action,
8 as well as employees of said Outside Counsel of Record to whom it is reasonably
9 necessary to disclose the information for this litigation and who have signed the
10 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
11 A;
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13 (b) Experts of Receiving Party (1) to whom disclosure is reasonably
14 necessary for this litigation, (2) who have signed the “Acknowledgment and
15 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth
16 in paragraph 7.4(a)(2), below;
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18 (c) the court and its personnel;
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20 (d) court reporters and their staff, professional jury or trial
21 consultants, and Professional Vendors to whom disclosure is reasonably necessary
22 for this litigation and who have signed the “Acknowledgment and Agreement to Be
23 Bound” (Exhibit A); and
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1 (e) the author or recipient of a document containing the information
2 or a custodian or other person who otherwise possessed or knew the information.
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4 Unless otherwise ordered by the Court, counsel may not show any Party any
5 material that has been designated HIGHLY CONFIDENTIAL—ATTORNEYS’
6 EYES ONLY while that designation remains in effect.
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8 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY Information or Items to
10 Experts.
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12 (a) Unless otherwise ordered by the court or agreed to in writing by the
13 Designating Party, a Party that seeks to disclose to an Expert (as defined in this
14 Order) any information or item that has been designated “HIGHLY
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b)
16 first must make a written request to the Designating Party that (1) identifies the
17 general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
18 ONLY” information that the Receiving Party seeks permission to disclose to the
19 Expert, (2) sets forth the full name of the Expert and the city and state of his or her
20 primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies
21 the Expert’s current employer(s), (5) identifies each person or entity from whom
22 the Expert has received compensation or funding for work in his or her areas of
23 expertise or to whom the expert has provided professional services, including in
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1 connection with a litigation, at any time during the preceding five years, and (6)
2 identifies (by name and number of the case, filing date, and location of court) any
3 litigation in connection with which the Expert has offered expert testimony,
4 including through a declaration, report, or testimony at a deposition or trial, during
5 the preceding five years.
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8 (b) A Party that makes a request and provides the information specified
9 in the preceding paragraph may disclose the subject Protected Material to the
10 identified Expert unless, within 14 days of delivering the request, the party receives
11 a written objection from the Designating Party. Any such objection must set forth
12 in detail the grounds on which it is based.
13

14 (c) A Party that receives a timely written objection must meet and
15 confer with the Designating Party (through direct voice to voice dialogue) to try to
16 resolve the matter by agreement within 10 days of the written objection. If no
17 agreement is reached, the Party seeking to make the disclosure to the Expert may
18 file a motion as provided in Civil Local Rule 37-2 (and in compliance with Local
19 Rules 79-5, if applicable) seeking permission from the court to do so. Any such
20 motion must describe the circumstances with specificity, set forth in detail the
21 reasons by the disclosure to the Expert is reasonably necessary, assess the risk of
22 harm that the disclosure would entail, and suggest any additional means that could
23 be used to reduce that risk. In addition, any such motion must be accompanied by a
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1 competent declaration describing the parties' efforts to resolve the matter by
2 agreement (i.e., the extent and the content of the meet and confer discussions) and
3 setting forth the reasons advanced by the Designating Party for its refusal to
4 approve the disclosure.
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6 In any such proceeding, the Party opposing disclosure to the Expert shall bear
7 the burden of proving that the risk of harm that the disclosure would entail (under
8 the safeguards proposed) outweighs the Receiving Party's need to disclose the
9 Protected Material to its Expert.
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12 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
13 OTHER LITIGATION

14 If a Party is served with a subpoena or court order issued in other litigation
15 that compels disclosure of any information or items designated in this action as
16 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
17 ONLY" that Party must:
18

19 (a) promptly notify in writing the Designating Party. Such
20 notification shall include a copy of the subpoena or court order;
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22 (b) promptly notify in writing the party who caused the subpoena
23 or order to issue in the other litigation that some or all of the material covered by
24 the subpoena or order is subject to this Protective Order. Such notification shall
25 include a copy of this Protective Order; and
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1 (c) cooperate with respect to all reasonable procedures sought to
2 be pursued by the Designating Party whose Protected Material may be affected.
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4 If the Designating Party timely seeks a protective order, the Party
5 served with the subpoena or court order shall not produce the information
6 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
7 ATTORNEYS’ EYES ONLY” before a determination by the court from which the
8 subpoena or order issued, unless the Party has obtained the Designating Party’s
9 permission. The Designating Party shall bear the burden and expense of seeking
10 protection that that court of its confidential material – and nothing in these
11 provisions should be construed as authorizing or encouraging a Receiving Party in
12 this action to disobey a lawful directive from another court.
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16 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
17 IN THIS LITIGATION

18 (a) The terms of this Order are applicable to information produced by a
19 Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY
20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Such information produced by
21 Non-Parties in connection with this litigation is protected by the remedies and relief
22 provided by this Order. Nothing in these provisions should be construed as
23 prohibiting a Non-Party from seeking additional protections.
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26 (b) In the event that a Party is required, by a valid discovery request, to
27 produce a Non-Party’s confidential information in its possession, and the Party is
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1 subject to an agreement with the Non-Party not to produce the Non-Party's
2 confidential information, then the Party shall:

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

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

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12 3. make the information requested available for inspection by the
13 Non-Party.

14 (c) If the Non-Party fails to object or seek a protective order from this
15 court within 14 days of receiving the notice and accompanying information, the
16 Receiving Party may produce the Non-Party's confidential information responsive
17 to the discovery request. If the Non-Party timely seeks a protective order, the
18 Receiving Party shall not produce any information in its possession or control that is
19 subject to the confidentiality agreement with the Non-Party before a determination
20 by the court. Absent a court order to the contrary, the Non-Party shall bear the
21 burden and expense of seeking protection in this court of its Protected Material.

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

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

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

15 When a Producing Party gives notice to Receiving Parties that certain
16 inadvertently produced material is subject to a claim of privilege or other protection,
17 the obligations of the Receiving Parties are those set forth in Federal Rules of Civil
18 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
19 may be established in an e-discovery order that provides for production without
20 prior privilege review.
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23 **12. MISCELLANEOUS**

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
25 person to seek its modification by the court in the future.
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1 12.2 Filing Protected Material. Without written permission from the
2 Designating Party or a court order secured after appropriate notice to all interested
3 persons, a Party may not file in the public record in this action any Protected
4 Material. A Party that seeks to file under seal any Protected Material must comply
5 with Civil Local Rule 79-5. Protected Material may only be filed under seal
6 pursuant to a court order authorizing the sealing of the specific Protected Material at
7 issue.
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10 13. FINAL DISPOSITION

11 Within 60 days after the final disposition of this action, as defined in
12 paragraph 4, each Receiving Party must return all Protected Material to the
13 Producing Party or destroy such material. As used in this subdivision “all Protected
14 Material” includes all copies, abstracts, compilations, summaries, and any other
15 format reproducing or capturing any of the Protected Material. Whether the
16 Protected Material is returned or destroyed, the Receiving Party must submit a
17 written certification to the Producing Party (and, if not the same person or entity, to
18 the Designating Party) by the 60-day deadline that (1) identifies (by category, where
19 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
20 that the Receiving Party has not retained any copies, abstracts, compilations,
21 summaries or any other format reproducing or capturing any of the Protected
22 Material. Notwithstanding this provisions, Counsel are entitled to retain an archival
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1 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
2 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
3 work product, and consultant and expert work product, even if such material contain
4 Protected Material. Any such archival copies that contain or constitute Protected
5 Material remain subject to this Protective Order as set forth in Section 4
6

7
8 (DURATION).

9 YANNY & SMITH

10 DATED: 5/2/13

Kim Ashley
11 Joseph A. Yanny
12 Kim D. Ashley
13 Attorneys for Plaintiff
14 Hunter Consulting, Inc.

15 DATED: 5/2/2013

Mark S. Rosen
16 Mark S. Rosen
17 Attorney for Defendants Frank Beas, Ben
18 Maese, Tiffany Van Horn, 13 Tons, LLC. and
19 Earth Conscious, LLC

20 DATED: 5-2-13

David M. Sine
21 David M. Sine
22 Attorneys for Defendants Phoenix
23 Environmental, Inc. and Les Livingston

24 PURSUANT TO STIPULATION, IT IS SO ORDERED.

25 DATED: May 2, 2013

Jean P. Rosenbluth
26 Hon. Jean P. Rosenbluth
27 United States Magistrate Judge
28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of

4 _____ [print or type full address], declare under penalty
5 of perjury that I have read in its entirety and understand the Stipulated Protective Order
6 that was issued by the United States District Court for the Central District of California
7 in the case of Hunter Consulting, Inc. v. Beas et al., Case No. 12-01947 JGB (JPRx). I
8 agree to comply with and to be bound by all the terms of this Stipulated Protective
9 Order and I understand and acknowledge that failure to so comply could expose me to
10 sanctions and punishment in the nature of contempt. I solemnly promise that I will not
11 disclose in any manner any information or item that is subject to this Stipulated
12 Protective Order to any person or entity except in strict compliance with the provisions
13 of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for
15 the Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action.

18 I hereby appoint _____ [print or type full name] of
19 _____ [print or type full address and
20 telephone number] as my California agent for service of process in connection with

21 ///

22 ///

1 this action or any proceedings related to enforcement of this Stipulated Protective
2 Order.

3
4 Date: _____

5 City and State where sworn and signed:
6 _____
7

8 Printed name: _____
9 [printed name]

10 Signature: _____
11 [signature]

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