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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MATTHEY TYE, HARRY SCHMOLL,
MICHAEL WILCOX, CRAIG
LAMSTER, and TANYA THOMPSON
MULLINS, on behalf of themselves and
all others similarly situated

Plaintiffs,

v.

WAL-MART STORES, INC. and
WAL-MART STORES EAST, L.P.

Defendants.

Case No. 8:15-cv-1615 (DOC-JCG)
STIPULATED PROTECTIVE
ORDER

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.4, below, that this Stipulated Protective

1 Order does not entitle them to file confidential information under seal; Local Civil
2 Rule 79-5 sets forth the procedures that must be followed and the standards that will
3 be applied when a party seeks permission from the court to file material under seal.

4 **2. DEFINITIONS**

5 2.1 Challenging Party: a Party or Non-Party that challenges the designation
6 of information or items under this Order.

7 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
8 how it is generated, stored or maintained) or tangible things that qualify for
9 protection under Federal Rule of Civil Procedure 26(c).

10 2.3 Counsel (without qualifier): Outside Counsel of Record and House
11 Counsel (as well as their support staff).

12 2.4 Designating Party: a Party or Non-Party that designates information or
13 items that it produces in disclosures or in responses to discovery as
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
15 ONLY”

16 2.5 Disclosure or Discovery Material: all items or information, regardless of
17 the medium or manner in which it is generated, stored, or maintained (including,
18 among other things, testimony, transcripts, and tangible things), that are produced or
19 generated in disclosures or responses to discovery in this matter.

20 2.6 Expert: a person with specialized knowledge or experience in a matter
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as
22 an expert witness or as a consultant in this action.

23 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
24 Information or Items: extremely sensitive “Confidential Information or Items,”
25 disclosure of which to another Party or Non-Party would create a substantial risk of
26 serious harm that could not be avoided by less restrictive means.

27 2.8 House Counsel: attorneys who are employees of a party to this action.
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1 House Counsel does not include Outside Counsel of Record or any other outside
2 counsel.

3 2.9 Non-Party: any natural person, partnership, corporation, association, or
4 other legal entity not named as a Party to this action.

5 2.10 Outside Counsel of Record: attorneys who are not employees of a party
6 to this action but are retained to represent or advise a party to this action and have
7 appeared in this action on behalf of that party or are affiliated with a law firm which
8 has appeared on behalf of that party.

9 2.11 Party: any party to this action, including all of its officers, directors,
10 employees, consultants, retained experts, and Outside Counsel of Record (and their
11 support staffs).

12 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
13 Discovery Material in this action.

14 2.13 Professional Vendors: persons or entities that provide litigation support
15 services (e.g., photocopying, videotaping, translating, preparing exhibits or
16 demonstrations, and organizing, storing, or retrieving data in any form or medium)
17 and their employees and subcontractors.

18 2.14 Protected Material: any Disclosure or Discovery Material that is
19 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
20 ATTORNEYS’ EYES ONLY.”

21 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
22 from a Producing Party.

23 **3. SCOPE**

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

12 **4. DURATION**

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

21 **5. DESIGNATING PROTECTED MATERIAL**

22 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

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

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

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

12 5.2 Manner and Timing of Designations. Except as otherwise provided in
13 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
14 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
15 under this Order must be clearly so designated before the material is disclosed or
16 produced. Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic
18 documents, but excluding transcripts of depositions or other pretrial or trial
19 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or
20 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that
21 contains protected material. If only a portion or portions of the material on a page
22 qualifies for protection, the Producing Party also must clearly identify the protected
23 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
24 for each portion, the level of protection being asserted.

25 A Party or Non-Party that makes original documents or materials available for
26 inspection need not designate them for protection until after the inspecting Party has
27 indicated which material it would like copied and produced. During the inspection
28 and before the designation, all of the material made available for inspection shall be

1 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
2 inspecting Party has identified the documents it wants copied and produced, the
3 Producing Party must determine which documents, or portions thereof, qualify for
4 protection under this Order. Then, before producing the specified documents, the
5 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or
6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that
7 contains Protected Material. If only a portion or portions of the material on a page
8 qualifies for protection, the Producing Party also must clearly identify the protected
9 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
10 for each portion, the level of protection being asserted.

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

26 Parties shall give the other parties notice if they reasonably expect a
27 deposition, hearing or other proceeding to include Protected Material so that the
28 other parties can ensure that only authorized individuals who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
2 proceedings to the extent required under this Order. The use of a document as an
3 exhibit at a deposition shall not in any way affect its designation as
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
5 ONLY.”

6 Transcripts containing Protected Material shall have an obvious legend on the
7 title page that the transcript contains Protected Material, and the title page shall be
8 followed by a list of all pages (including line numbers as appropriate) that have been
9 designated as Protected Material and the level of protection being asserted by the
10 Designating Party. The Designating Party shall inform the court reporter of these
11 requirements. Any transcript that is prepared before the expiration of a 21-day period
12 for designation shall be treated during that period as if it had been designated
13 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
14 otherwise agreed. After the expiration of that period, the transcript shall be treated
15 only as actually designated.

16 (c) for information produced in some form other than documentary and
17 for any other tangible items, that the Producing Party affix in a prominent place on
18 the exterior of the container or containers in which the information or item is stored
19 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
20 EYES ONLY.” If only a portion or portions of the information or item warrant
21 protection, the Producing Party, to the extent practicable, shall identify the protected
22 portion(s) and specify the level of protection being asserted.

23 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
24 failure to designate qualified information or items does not, standing alone, waive
25 the Designating Party’s right to secure protection under this Order for such material.
26 Upon timely correction of a designation, the Receiving Party must make reasonable
27 efforts to assure that the material is treated in accordance with the provisions of this
28 Order.

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time. Unless a prompt challenge to a
4 Designating Party’s confidentiality designation is necessary to avoid foreseeable,
5 substantial unfairness, unnecessary economic burdens, or a significant disruption or
6 delay of the litigation, a Party does not waive its right to challenge a confidentiality
7 designation by electing not to mount a challenge promptly after the original
8 designation is disclosed.

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
10 resolution process by providing written notice of each designation it is challenging
11 and describing the basis for each challenge. To avoid ambiguity as to whether a
12 challenge has been made, the written notice must recite that the challenge to
13 confidentiality is being made in accordance with this specific paragraph of the
14 Stipulated Protective Order. The parties shall attempt to resolve each challenge in
15 good faith and must begin the process by conferring directly (in voice to voice
16 dialogue; other forms of communication are not sufficient) within 14 days of the date
17 of service of notice. In conferring, the Challenging Party must explain the basis for
18 its belief that the confidentiality designation was not proper and must give the
19 Designating Party an opportunity to review the designated material, to reconsider the
20 circumstances, and, if no change in designation is offered, to explain the basis for the
21 chosen designation. A Challenging Party may proceed to the next stage of the
22 challenge process only if it has engaged in this meet and confer process first or
23 establishes that the Designating Party is unwilling to participate in the meet and
24 confer process in a timely manner.

25 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
26 court intervention, the Designating Party shall file and serve a motion to retain
27 confidentiality under Local Civil Rule 7 (and in compliance with Local Civil Rule
28 79-5, if applicable) within 21 days of the initial notice of challenge or within 14 days

1 of the parties agreeing that the meet and confer process will not resolve their dispute,
2 whichever is earlier.¹ Each such motion must be accompanied by a competent
3 declaration affirming that the movant has complied with the meet and confer
4 requirements imposed in the preceding paragraph. Failure by the Designating Party
5 to make such a motion including the required declaration within 21 days (or 14 days,
6 if applicable) shall automatically waive the confidentiality designation for each
7 challenged 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.

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

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25 ¹ After the Challenging Party has made five (5) challenges, the Challenging Party shall
26 be responsible to file and serve a motion challenging confidentiality under Local Civil
27 Rule 7 (and in compliance with Local Civil Rule 79-5, if applicable) within 21 days
28 of the initial notice of challenge or within 14 days of the parties agreeing that the meet
and confer process will not resolve their dispute, whichever is earlier. The burden of
persuasion would remain on the Designating Party.

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
13 otherwise ordered by the court or permitted in writing by the Designating Party, a
14 Receiving Party may disclose any information or item designated
15 “CONFIDENTIAL” only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this action, as
17 well as employees of said Outside Counsel of Record to whom it is reasonably
18 necessary to disclose the information for this litigation;

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

21 (c) Experts (as defined in this Order) of the Receiving Party to whom
22 disclosure is reasonably necessary for this litigation, as well as mediators and
23 arbitrators in the litigation, who have signed the “Acknowledgment and Agreement
24 to Be Bound” (Exhibit A);

25 (d) the court and its personnel;

26 (e) court reporters and their staff, professional jury or trial consultants,
27 and Professional Vendors to whom disclosure is reasonably necessary for this
28 litigation;

1 (f) during their depositions, witnesses in the action to whom disclosure
2 is reasonably necessary and to whom have been explained on record that they will be
3 exposed to Confidential information and acknowledge same and have received a
4 copy of this Order. Pages of transcribed deposition testimony or exhibits to
5 depositions that reveal Protected Material must be separately bound by the court
6 reporter and may not be disclosed to anyone except as permitted under this
7 Stipulated Protective Order.

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

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

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

18 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably
19 necessary for this litigation, (2) who have signed the “Acknowledgment and
20 Agreement to Be Bound” (Exhibit A);

21 (c) mediators and arbitrators in the litigation to whom disclosure is
22 reasonably necessary and who have signed the “Acknowledgment and Agreement to
23 Be Bound” (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff, professional jury or trial consultants,
26 and Professional Vendors to whom disclosure is reasonably necessary for this
27 litigation;

28 (f) the author or recipient of a document containing the information or a

1 custodian or other person who otherwise possessed or knew the information; and
2 (g) during their depositions, witnesses in the action to whom disclosure
3 is reasonably necessary and who have signed the “Acknowledgment and Agreement
4 to Be Bound” (Exhibit A). Pages of transcribed deposition testimony or exhibits to
5 depositions that reveal Protected Material must be separately bound by the court
6 reporter and may not be disclosed to anyone except as permitted under this
7 Stipulated Protective Order.

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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 – ATTORNEYS’
14 EYES ONLY” that Party must:

15 (a) promptly notify in writing the Designating Party. Such notification
16 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 Stipulated Protective Order. Such notification
20 shall 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.²

23 If the Designating Party timely seeks a protective order, the Party served
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26 ² The purpose of imposing these duties is to alert the interested parties to the
27 existence of this Stipulated Protective Order and to afford the Designating Party in
28 this case an opportunity to try to protect its confidentiality interests in the court from
which the subpoena or order issued.

1 with the subpoena or court order shall not produce any information designated in this
2 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
3 EYES ONLY” before a determination by the court from which the subpoena or order
4 issued, unless the Party has obtained the Designating Party’s permission. The
5 Designating Party shall bear the burden and expense of seeking protection in that
6 court of its confidential material – and nothing in these provisions should be
7 construed as authorizing or encouraging a Receiving Party in this action to disobey a
8 lawful directive from another court.

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

11 (a) The terms of this Order are applicable to information produced by
12 a Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY
13 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by
14 Non-Parties in connection with this litigation is protected by the remedies and relief
15 provided by this Order. Nothing in these provisions should be construed as
16 prohibiting a Non-Party from seeking additional protections.

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

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

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

27 3. make the information requested available for inspection by the
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1 Non-Party.

2 (c) If the Non-Party fails to object or seek a protective order from
3 this court within 14 days of receiving the notice and accompanying information, the
4 Receiving Party may produce the Non-Party's confidential information responsive to
5 the discovery request. If the Non-Party timely seeks a protective order, the Receiving
6 Party shall not produce any information in its possession or control that is subject to
7 the confidentiality agreement with the Non-Party before a determination by the
8 court.³ Absent a court order to the contrary, the Non-Party shall bear the burden and
9 expense of seeking protection in this court of its Protected Material.

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

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

19
20 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
21 **PROTECTED MATERIAL**

22 If information is produced in discovery that is subject to a claim of
23 privilege or of protection as trial-preparation material, the party making the claim
24 may notify any party that received the information of the claim and the basis for it.

25 _____
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27 ³ 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 After being notified, a party must promptly return or destroy the specified
2 information and any copies it has and may not sequester, use or disclose the
3 information until the claim is resolved. This includes a restriction against presenting
4 the information to the court for a determination of the claim. This provision is not
5 intended to modify whatever procedure may be established in an e-discovery order
6 that provides for production without prior privilege review. Pursuant to Federal Rule
7 of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of
8 disclosure of a communication or information covered by the attorney-client
9 privilege or work product protection, the parties may incorporate their agreement in
10 the Stipulated Protective Order submitted to the court.

11 **12. MISCELLANEOUS**

12 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
13 person to seek its modification by the court in the future.

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

20 12.3 Export Control. Disclosure of Protected Material shall be subject to all
21 applicable laws and regulations relating to the export of technical data contained in
22 such Protected Material, including the release of such technical data to foreign
23 persons or nationals in the United States or elsewhere. The Producing Party shall be
24 responsible for identifying any such controlled technical data, and the Receiving
25 Party shall take measures necessary to ensure compliance.

26 12.4 Filing Protected Material. Without written permission from the
27 Designating Party or a court order secured after appropriate notice to all interested
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1 persons, a Party may not file in the public record in this action any Protected
2 Material. A Party that seeks to file under seal any Protected Material must comply
3 with Local Civil Rule 79-5. Protected Material may only be filed under seal pursuant
4 to a court order authorizing the sealing of the specific Protected Material at issue.
5 Pursuant to Local Civil Rule 79-5, a sealing order will issue only upon a request
6 establishing that the Protected Material at issue is privileged, protectable as a trade
7 secret, or otherwise entitled to protection under the law. If a Receiving Party's
8 request to file Protected Material under seal pursuant to Local Civil Rule 79-5(e) is
9 denied by the court, then the Receiving Party may file the Protected Material in the
10 public record pursuant to Local Civil Rule 79-5(e)(2) unless otherwise instructed by
11 the court.

12 **13. FINAL DISPOSITION**

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

4
5 DATED: December 21, 2017

6 By: 
7 HONORABLE JAY C. GANDHI
8 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 _____ [**insert formal name of the case and the
number and initials assigned to it by the court**]. 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 Central 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]