

1 SEDGWICK LLP  
 BRIAN D. HARRISON Bar No. 157123  
 2 [brian.harrison@sedgwicklaw.com](mailto:brian.harrison@sedgwicklaw.com)  
 DAVID M. RHODES Bar No. 214493  
 3 [david.rhodes@sedgwicklaw.com](mailto:david.rhodes@sedgwicklaw.com)  
 333 Bush Street, 30th Floor  
 4 San Francisco, CA 94104-2834  
 Tel.: 415.781.7900  
 5 Fax: 877.547.2780

6 Attorneys for Plaintiff and Counter-Defendant  
 PHILADELPHIA INDEMNITY  
 7 INSURANCE COMPANY

8 ORRICK HERRINGTON & SUTCLIFFE LLP  
 BARRY S. LEVIN Bar No. 88727  
 9 [blevin@orrick.com](mailto:blevin@orrick.com)  
 JASON M. WU Bar No. 279118  
 10 [jmwu@orrick.com](mailto:jmwu@orrick.com)  
 11 405 Howard Street  
 San Francisco, CA 94105-2669  
 12 Tel: 415.773.5700  
 13 Fax: 415.773.5759

14 Attorneys for Defendant and Counterclaimant  
 IEC CORPORATION

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

19 PHILADELPHIA INDEMNITY  
 20 INSURANCE COMPANY, a  
 21 Pennsylvania corporation,

22 Plaintiff,

23 v.

24 IEC CORPORATION, a Delaware  
 25 corporation

26 Defendant.

CASE NO. 8:16-CV-295-DOC (AJW)

**~~[PROPOSED]~~ STIPULATED  
 PROTECTIVE ORDER**

Judge: Hon. Andrew J. Wistrich

1 IEC CORPORATION, a Delaware  
2 corporation,

3 Counterclaimant,

4 v.

5 PHILADELPHIA INDEMNITY  
6 INSURANCE COMPANY, a  
7 Pennsylvania corporation

8 Counter-Defendant.

9  
10 **PURSUANT TO THE PARTIES' FEBRUARY 27, 2017 STIPULATION, IT IS**  
11 **ORDERED THAT:**

12 **A. PURPOSES AND LIMITATIONS**

13 Disclosure and discovery activity in this action are likely to involve production  
14 of confidential, proprietary, or private information for which special protection from  
15 public disclosure and from use for any purpose other than prosecuting, defending, or  
16 settling this litigation may be warranted. Accordingly, the parties hereby stipulate to  
17 and petition the Court to enter the following Stipulated Protective Order.

18 The parties acknowledge, as set forth below, that this Stipulated Protective Order  
19 does not entitle them to file confidential information under seal. The Local Rules  
20 (including Local Rule 79–5.1), this Court's orders (including section VII of the Initial  
21 Standing Order Following Assignment of Civil Case to Judge Carter, ECF #8), and  
22 applicable law set forth the procedures that must be followed and the standards that will  
23 be applied when a party seeks permission from the Court to file material under seal.

24 **B. DEFINITIONS**

25 **“Challenging Party”** - a Party or Non-Party that challenges the designation of  
26 information or items under this Order.

27 **“Confidential”** - any information that a Designating Party in good faith believes  
28 constitutes or reveals proprietary and/or confidential business information or

1 information that is private and personal in nature, the public disclosure of which could  
2 cause material harm. Confidential information might include, but is not limited to:  
3 trade secrets; research, development, or commercial information of the Designating  
4 Party or of the Designating Party’s clients, customers, affiliates, agents or independent  
5 contractors; non-public financial information; non-public information related to the  
6 organization, structure, operations, or performance of a Designating Party; non-public  
7 lists showing clients, customers, affiliates, agents, or independent contractors of a  
8 Party; other non-public information, including that which is related to clients,  
9 customers, affiliates, agents, or independent contractors, that the Designating Party  
10 reasonably believes might expose the Designating Party to claims or liability if such  
11 non-public information is publically disclosed.

12       **“Counsel” (without qualifier)** - Outside Counsel of Record and In-House  
13 Counsel (as well as their support staff).

14       **“Document”** - all objects from which information may be derived including, but  
15 not limited to, writings, letters, notes, memoranda, correspondence, investigation files,  
16 reports, emails, messages, records, logs, invoices, bills, statements, contracts,  
17 agreements, leases, opinions, drawings, plans, graphs, charts, photographs, images,  
18 audio files or recordings. “Document” also includes electronically maintained  
19 information, including, but not limited to, electronic or computerized forms of any  
20 document, data and databases, electronic mail and spreadsheets.

21       **“Designating Party”** - a Party or Non-Party that designates information or items  
22 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or  
23 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

24       **“Disclosure or Discovery Material”** - all items or information, regardless of the  
25 medium or manner in which it is generated, stored, or maintained (including, among  
26 other things, testimony, transcripts, and tangible things), that are produced or generated  
27 in disclosures or responses to discovery in this matter.

28

1           **“Expert”** - a person who: (1) is not a current officer, director, or employee of a  
2 Party or of a competitor of a Party or anticipated to become one; (2) has specialized  
3 knowledge or experience in a matter pertinent to the litigation; and (3) has been  
4 retained by a Party or its counsel to serve as an expert witness or as a consultant in this  
5 action.

6           **“Final Disposition”** - shall be deemed to be the later of: (a) dismissal of all  
7 claims and defenses in this action, with or without prejudice; and (b) final judgment  
8 herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or  
9 reviews of this action, including the time limits for filing any motions or applications  
10 for extension of time pursuant to applicable law.

11           **“Highly Confidential – Attorneys’ Eyes Only”** - any information that a  
12 Designating Party in good faith believes constitutes or reveals extremely sensitive  
13 Confidential information, disclosure of which to another Party or Non-Party would  
14 create a substantial risk of serious harm.

15           **“In-House Counsel”** - attorneys who are employees of a Party to this action or a  
16 parent, subsidiary or affiliate of a Party to this action. In-House Counsel does not  
17 include Outside Counsel of Record or any other outside counsel.

18           **“Non-Party”** - any natural person, partnership, corporation, association, or other  
19 legal entity not named as a Party to this action.

20           **“Outside Counsel of Record”** - attorneys who are not employees of a Party to  
21 this action but are retained to represent or advise a Party to this action and have  
22 appeared in this action on behalf of that Party or are affiliated with a law firm which  
23 has appeared on behalf of that Party.

24           **“Party”** - any party to this action (and its parents, subsidiaries and affiliates)  
25 including all of its officers, directors, employees, consultants, retained experts, and  
26 Outside Counsel of Record (and their support staffs).

27           **“Producing Party”** - a Party or Non-Party that produces Disclosure or Discovery  
28 Material in this action.



1 Even after Final Disposition of this litigation, the confidentiality obligations  
2 imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
3 in writing or a court order otherwise directs.

4 **E. DESIGNATING PROTECTED MATERIAL**

5 (1) Manner and Timing of Designations.

6 Except as otherwise provided in this Order (see, e.g., second paragraph of section  
7 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material  
8 that qualifies for protection under this Order must be clearly so designated before the  
9 material is disclosed or produced. Designation in conformity with this Order requires:

10 (a) For information in documentary form (e.g., paper or electronic  
11 documents, but excluding transcripts of depositions or other pretrial or  
12 trial proceedings):

13 (i) The Producing Party shall affix the legend “CONFIDENTIAL” or  
14 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to,  
15 at least, the first or cover page of the document.

16 (ii) A Party or Non-Party that makes original documents or materials  
17 available for inspection need not designate them for protection until  
18 after the inspecting Party has indicated which material it would like  
19 copied and produced. During the inspection and before the  
20 designation, all of the material made available for inspection shall  
21 be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
22 ONLY”. After the inspecting Party has identified the documents it  
23 wants copied and produced, the Producing Party must determine  
24 which documents, or portions thereof, qualify for protection under  
25 this Order. Then, before producing the specified documents, the  
26 Producing Party must affix the “CONFIDENTIAL” legend or the  
27 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
28 legend as described above.

1                   (b) For testimony given in deposition or in other pretrial or trial proceedings:

2                   (i) The Designating Party shall identify each portion of testimony that  
3                   is entitled to “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL  
4                   – ATTORNEYS’ EYES ONLY” protection under this Order either:  
5                   (1) on the record, before the close of the deposition, hearing, or  
6                   other proceeding; or (2) in a written notice to all other Parties  
7                   given within 30 days after the close of the deposition, hearing, or  
8                   other proceeding. Only those portions of the testimony that are  
9                   appropriately designated for protection within the 30 days shall be  
10                  covered by the provisions of this Order. Alternatively, a  
11                  Designating Party may specify, at the deposition, hearing, or other  
12                  proceeding, or up to 30 days afterwards, that the entire transcript is  
13                  entitled to protection. Transcripts shall, unless otherwise agreed, be  
14                  treated as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
15                  ONLY” material in their entirety until the 31st day after the close  
16                  of the deposition, hearing, or other proceeding. After the expiration  
17                  of that period, transcripts shall be treated only as actually  
18                  designated.

19                  (ii) To the extent practicable Parties shall give the other parties notice  
20                  if they reasonably expect a deposition, hearing or other proceeding  
21                  to include “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
22                  ATTORNEYS’ EYES ONLY” material so that the other parties can  
23                  ensure that only authorized individuals who have signed the  
24                  “Acknowledgment and Agreement to Be Bound” (Exhibit A) are  
25                  present at those proceedings.

26                  (iii) The use of a document as an exhibit at a deposition shall not in  
27                  any way affect its designation as “CONFIDENTIAL” or “HIGHLY  
28                  CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

1 (iv) Transcripts containing Protected Material shall have an obvious  
2 legend on the title page that the transcript contains Protected  
3 Material, and the title page shall be followed by a list of all pages  
4 (including line numbers as appropriate) that have been designated  
5 as Protected Material and the level of protection being asserted by  
6 the Designating Party. The parties shall cooperate in informing the  
7 court reporter(s) of these requirements.

8 (c) For information produced in some form other than documentary and for  
9 any other tangible items:

10 The Producing Party affix in a prominent place on the exterior of the  
11 container or containers in which the information or item is stored the  
12 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
13 ATTORNEYS’ EYES ONLY.” If only a portion or portions of the  
14 information or item warrant protection, the Producing Party, to the extent  
15 practicable, shall identify the protected portion(s).

16 (2) Inadvertent Failures to Designate.

17 An inadvertent failure to designate qualified information or items as protected  
18 does not, standing alone, waive the Designating Party’s right to secure protection under  
19 this Order for such material unless the correction is both (1) substantially prejudicial to  
20 the Receiving Party and (2) unreasonable in light of the sensitivity of the information or  
21 items not designated, the delay in making the correction, and the volume, nature and  
22 complexity of the information or items involved. The Receiving Party may dispute the  
23 corrected designation pursuant to the provisions of this Order for challenging  
24 designations. Upon receiving a correction and until any dispute concerning the  
25 correction is resolved, the Receiving Party must make reasonable efforts to assure that  
26 the material is treated in accordance with the corrected designation.

27 **F. CHALLENGING DESIGNATIONS**

28 (1) Timing of Challenges.



1 Any Party or Non-Party may challenge a designation of material as  
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
3 at any time. Unless a prompt challenge to a Designating Party’s confidentiality  
4 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary  
5 economic burdens, or a significant disruption or delay of the litigation, a Party does not  
6 waive its right to challenge a confidentiality designation by electing not to mount a  
7 challenge promptly after the original designation is disclosed.

8 (2) Meet and Confer.

9 (a) The Challenging Party shall initiate the dispute resolution process by  
10 providing written notice of each designation it is challenging and describing the basis  
11 for each challenge. To avoid ambiguity as to whether a challenge has been made, the  
12 written notice must recite that the challenge to confidentiality is being made in  
13 accordance with this specific paragraph of this Order.

14 (b) The parties shall attempt to resolve each challenge in good faith. The parties  
15 must begin the process by conferring within 14 days of the date of service of notice. In  
16 conferring, the Challenging Party must explain the basis for its belief that the  
17 confidentiality designation was not proper and must give the Designating Party an  
18 opportunity to review the designated material in light of such explanation, to reconsider  
19 the circumstances, and, if no change in designation is offered, to explain the basis for  
20 the chosen designation. A Challenging Party may proceed to the next stage of the  
21 challenge process only if it has engaged in this meet and confer process first or  
22 establishes that the Designating Party is unwilling to participate in the meet and confer  
23 process in a timely manner.

24 (3) Judicial Intervention.

25 (a) If the Parties cannot resolve a challenge without Court intervention: (i) the  
26 Challenging Party may file and serve a motion to remove or change confidentiality; or  
27 (ii) the Designating Party may file a motion to retain a confidentiality designation (this  
28

1 includes a motion to retain the designation of a deposition transcript or any portions  
2 thereof).

3 (b) Each motion, whether by the Challenging Party or the Designating Party,  
4 must comply with the Local Rules and must be accompanied by a competent  
5 declaration affirming that the movant has complied with the meet and confer  
6 requirements imposed by this Order.

7 (c) The burden of persuasion in each motion, whether by the Challenging Party  
8 or the Designating Party, shall be on the Designating Party. Frivolous challenges, and  
9 those made for an improper purpose (e.g., to harass or impose unnecessary expenses  
10 and burdens on other parties) may expose the Challenging Party to sanctions.

11 (d) All parties shall continue to afford the material in question the level of  
12 protection to which it is entitled under the Producing Party's designation (including any  
13 correction thereof) until the court rules on the motion.

14 **G. ACCESS TO AND USE OF PROTECTED MATERIAL**

15 **(1) Basic Principles.**

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

22 (b) Protected Material must be stored and maintained by a Receiving Party at a  
23 location and in a secure manner that ensures that access is limited to the persons  
24 authorized under this Order.

25 (c) Protected Material shall not be copied or reproduced except to the extent such  
26 copying or reproduction is reasonably necessary to the conduct of this action, and all  
27 such copies and reproductions shall be subject to the terms of this Order. If the  
28 duplicating process by which copies and reproductions of Protected Materials are made

1 does not preserve the confidentiality designation legends that appear on the original  
2 documents, all such copies and reproductions shall be stamped or labeled appropriately  
3 in accordance with the terms of this Order.

4 (d) Any work product or other materials generated in preparation for this Action  
5 by experts or other consultants retained for purposes of this Action that contain or  
6 reference information designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL  
7 – ATTORNEYS’ EYES ONLY” shall have the following text clearly displayed:  
8 “CONTAINS CONFIDENTIAL INFORMATION PROTECTED BY COURT  
9 ORDER FROM UNAUTHORIZED USE” or “CONTAINS HIGHLY  
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY INFORMATION PROTECTED  
11 BY COURT ORDER FROM UNAUTHORIZED USE” as applicable. For documents  
12 that contain or reference Protected Materials, including but not limited to memoranda,  
13 drafts and other materials, the text shall also be placed prominently on the first page of  
14 such document. For file folders, such as red-welds or binders, that hold papers  
15 containing or referencing Protected Materials, the text shall be affixed on the outside of  
16 such file. For electronic files, the text shall be affixed to the labels for any discs  
17 containing or referencing Protected Materials.

18 (e) Notwithstanding the foregoing, nothing in this Order shall limit a Party’s use  
19 or disclosure of its own information.

20 (f) No information designated “CONFIDENTIAL” or “HIGHLY  
21 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” shall lose such status under this  
22 Order as the result of the use of such document or information in any hearing, trial, or  
23 other Court proceeding in this Action, provided that such use is consistent with the  
24 terms of this Order. In the event that any Party wishes to use such information in a  
25 Court proceeding in this action, then counsel for the Parties shall consult with each  
26 other to work out any objections to the use of such information and to propose such  
27 amendments to this Order as the Parties agree are necessary, to determine whether and  
28 how such information can be used while still protecting its confidentiality.

1 (g) This Order is without prejudice to the right of any Party hereto to: (i) object  
2 to any discovery request; (ii) apply to the Court for any further order relating to any  
3 confidential information; or (iii) apply to the Court for an order permitting disclosure of  
4 Protected Materials or Information other than as provided herein.

5 (h) The provisions of this Order may also be modified on a Party's or the Court's  
6 own motion.

7 (2) Disclosure of "CONFIDENTIAL" Information or Items.

8 Unless otherwise ordered by the Court or permitted in writing by the Designating  
9 Party, a Receiving Party may disclose any information or item designated  
10 "CONFIDENTIAL" only to:

11 (a) The Receiving Party's Outside Counsel of Record in this action, as  
12 well as employees of said Outside Counsel of Record to whom it is  
13 reasonably necessary to disclose the information for this litigation.

14 (b) The officers, directors, and employees (including In-House Counsel)  
15 of the Receiving Party to whom disclosure is reasonably necessary for  
16 this litigation.

17 (c) Former employees of a Party (and their parents, subsidiaries, affiliates,  
18 and agents), who are actively working with a Party's counsel in  
19 connection with this action and who have signed the  
20 "Acknowledgment and Agreement to Be Bound" (Exhibit A).

21 (d) Experts (as defined in this Order) of the Receiving Party to whom  
22 disclosure is reasonably necessary for this litigation and who have  
23 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit  
24 A).

25 (e) The Court and its personnel.

26 (f) Court reporters and their staff, professional jury or trial consultants,  
27 mock jurors, and Professional Vendors to whom disclosure is  
28

1 reasonably necessary for this litigation and who have signed the  
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

3 (g) Any witnesses or deponents or potential witnesses or deponents (other  
4 than the officers, directors, and employees (including In-House  
5 Counsel) of the Receiving Party) if disclosure of particular  
6 Confidential Information is, in counsel’s good faith judgment,  
7 necessary to a Party’s prosecution or defense of the case, provided  
8 that such persons are advised of the confidential nature of the  
9 materials involved and they have signed the “Acknowledgment and  
10 Agreement to Be Bound” (Exhibit A).

11 (h) The author or recipient of a document containing the information or a  
12 custodian or other person who otherwise possessed or knew the  
13 information.

14 (i) Mediators engaged by the Parties to assist in this Action provided that  
15 all such persons have signed the “Acknowledgment and Agreement to  
16 Be Bound” (Exhibit A).

17 (j) Insurers, reinsurers, and retrocessionaries.

18 (k) Other persons upon order of this Court or upon stipulation of the  
19 Designating Party.

20 (3) Disclosure of “HIGHLY CONFIDENTIAL– ATTORNEYS’ EYES ONLY”  
21 Information or Items.

22 Unless otherwise ordered by the Court or permitted in writing by the Designating  
23 Party, a Receiving Party may disclose any information or item designated “HIGHLY  
24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

25 (a) The Receiving Party’s Outside Counsel of Record in this action, as  
26 well as employees of said Outside Counsel of Record to whom it is  
27 reasonably necessary to disclose the information for this litigation.  
28

- 1 (b) Experts (as defined in this Order) of the Receiving Party to whom  
2 disclosure is reasonably necessary for this litigation and who have  
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
4 A).
- 5 (c) The Court and its personnel.
- 6 (d) Court reporters and their staff, professional jury or trial consultants,  
7 mock jurors, and Professional Vendors to whom disclosure is  
8 reasonably necessary for this litigation and who have signed the  
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A).
- 10 (e) Any witnesses or deponents or potential witnesses or deponents,  
11 including any authors and recipients of the “HIGHLY  
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information, if  
13 disclosure of this information is, in counsel’s good faith judgment,  
14 necessary to a Party’s prosecution or defense of the case, provided that  
15 such persons are advised of the confidential nature of the materials  
16 involved and they have signed the “Acknowledgment and Agreement  
17 to Be Bound” (Exhibit A).
- 18 (f) The author or recipient of a document containing the information or a  
19 custodian or other person who otherwise possessed or knew the  
20 information.
- 21 (g) Mediators engaged by the Parties to assist in this Action provided that  
22 all such persons have signed the “Acknowledgment and Agreement to  
23 Be Bound” (Exhibit A).
- 24 (h) Other persons upon order of this Court or upon stipulation of the  
25 Designating Party.

26 **H. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
27 **IN OTHER LITIGATION**

1 (1) If a Party or Non-Party is served with a subpoena or a court order issued in  
2 other litigation that compels disclosure of any information or items designated in this  
3 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL– ATTORNEYS’ EYES  
4 ONLY” that Party or Non-Party must:

5 (a) Promptly notify in writing the Designating Party. Such notification  
6 shall include a copy of the subpoena or court order;

7 (b) Promptly notify in writing the party who caused the subpoena or order  
8 to issue in the other litigation that some or all of the material covered  
9 by the subpoena or order is subject to this Order. Such notification  
10 shall include a copy of this Order; and

11 (c) Cooperate with respect to all reasonable procedures sought to be  
12 pursued by the Designating Party whose Protected Material may be  
13 affected.

14 (2) If the Designating Party timely seeks a protective order, the Party or Non-  
15 Party served with the subpoena or court order shall not produce any information  
16 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–  
17 ATTORNEYS’ EYES ONLY” before a determination by the court from which the  
18 subpoena or order issued, unless the Party or Non-Party has obtained the Designating  
19 Party’s permission.

20 (3) The Designating Party shall bear the burden and expense of seeking  
21 protection in that court of its confidential material. Nothing in these provisions should  
22 be construed as authorizing or encouraging a Receiving Party in this action to disobey a  
23 lawful directive from another court.

24 **I. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
25 **PRODUCED IN THIS LITIGATION**<sup>1</sup>  
26 \_\_\_\_\_

27 <sup>1</sup> The purpose of this provision is to alert the interested persons 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 (1) The terms of this Order are applicable to information produced by a Non-  
2 Party in this action and designated as “CONFIDENTIAL” or “HIGHLY  
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by  
4 Non-Parties in connection with this litigation is protected by the remedies and relief  
5 provided by this Order. Nothing in these provisions should be construed as prohibiting  
6 a Non-Party from seeking additional protections.

7 (2) If a Party is required, by a valid discovery request, to produce a Non-Party’s  
8 confidential information in its possession, and the Party is subject to an agreement with  
9 the Non-Party not to produce the Non-Party’s confidential information, then the Party  
10 shall:

11 (a) Promptly notify in writing the Requesting Party and the Non-Party that  
12 some or all of the information requested is subject to a confidentiality  
13 agreement with a Non-Party;

14 (b) Promptly provide the Non-Party with a copy of this Order, the relevant  
15 discovery request(s), and a reasonably specific description of the  
16 information requested; and

17 (c) Make the information requested available for inspection by the Non-  
18 Party.

19 (3) If the Non-Party fails to seek a protective order from this Court within 30  
20 days of receiving the notice and accompanying information, the Party that received the  
21 discovery request may produce the Non-Party’s confidential information responsive to  
22 the discovery request. If the Non-Party timely seeks a protective order, the Party that  
23 received the discovery request shall not produce any information in its possession or  
24 control that is subject to the confidentiality agreement with the Non-Party before a  
25 determination by the Court. Absent a Court order to the contrary, the Non-Party shall  
26 bear the burden and expense of its seeking protection in this Court of its confidential  
27 information.



1 (4) The Party that received the discovery request may seek a protective order  
2 prohibiting, limiting, or conditioning production of the Non-Party's confidential  
3 information, but it is not required to do so.

4 **J. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

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

15 (1) Inadvertent production of materials or information that are or may be subject  
16 attorney client privilege, work product protection, or other protection shall not  
17 constitute waiver of any applicable privilege or other protection regardless of the steps  
18 or care taken to prevent disclosure of such materials or information.

19 (2) When a Producing Party gives notice to Receiving Parties that certain  
20 inadvertently produced material or information is subject to a claim of privilege or  
21 other protection, the obligations of the Receiving Parties are those set forth in Federal  
22 Rule of Civil Procedure 26(b)(5)(B).

23 (3) This provision is not intended to modify whatever procedure may be  
24 established in an e-discovery order that provides for production without prior privilege  
25 review.

26 **L. MISCELLANEOUS**

27 **(1) Right to Further Relief.**

1 Nothing in this Order abridges the right of any person to seek its modification by  
2 the Court in the future.

3 (2) Right to Assert Other Objections.

4 By stipulating to the entry of this Order no Party waives any right it otherwise  
5 would have to object to disclosing or producing any information or item on any ground  
6 not addressed in this Order. Similarly, no Party waives any right to object on any  
7 ground to use in evidence of any of the material covered by this Order.

8 (3) Filing Protected Material.

9 Without written permission from the Designating Party or a Court order secured  
10 after appropriate notice to all interested persons, a Party may not file in the public  
11 record in this action any Protected Material.

12 Protected Material may only be filed under seal pursuant to a Court order. A  
13 Party that seeks to file any Protected Material under seal must comply with the Local  
14 Rules (including Local Rule 79–5.1) , Court orders (including section VII of the Initial  
15 Standing Order Following Assignment of Civil Case to Judge Carter, ECF #8), and  
16 applicable law.

17 If a Party’s request to file Protected Material under seal is denied by the Court,  
18 then that Party may file the information in the public record, unless otherwise instructed  
19 by the Court.

20 **M. FINAL DISPOSITION**

21 (1) Within 60 days after the Final Disposition of this action, each Receiving  
22 Party must return all Protected Material to the Producing Party or destroy such material.  
23 As used in this subdivision, “all Protected Material” includes all copies, abstracts,  
24 compilations, summaries, and any other format reproducing or capturing any of the  
25 Protected Material.

26 (2) Whether the Protected Material is returned or destroyed, the Receiving Party  
27 must submit a written certification to the Producing Party (and, if not the same person  
28 or entity, to the Designating Party) by the 60 day deadline that (a) identifies (by

1 category, where appropriate) all the Protected Material that was returned or destroyed  
2 and (b) affirms that the Receiving Party has not retained any copies, abstracts,  
3 compilations, summaries or any other format reproducing or capturing any of the  
4 Protected Material.

5 (3) Notwithstanding this provision, Counsel are entitled to retain an archival  
6 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
7 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work  
8 product, and consultant and expert work product, even if such materials contain  
9 Protected Material. Any such archival copies that contain or constitute Protected  
10 Material remain subject to this Protective Order as set forth in Section D  
11 (DURATION).

12 DATED: March 1, 2017

  
HON. ANDREW J. WISTRICH  
UNITED STATES MAGISTRATE JUDGE

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1 **EXHIBIT A**

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [print or type  
5 full name], of \_\_\_\_\_ [print or type full  
6 address], declare under penalty of perjury that I have read in its entirety and  
7 understand the Stipulated Protective Order that was issued by the United States  
8 District Court for the Central District of California on \_\_\_\_\_ [date] in the  
9 case of *Philadelphia Indemnity Insurance Company v. IEC Corporation*, Case No.  
10 8:16-cv-295-DOC (AJW). I agree to comply with and to be bound by all the terms  
11 of this Stipulated Protective Order and I understand and acknowledge that failure to  
12 so comply could expose me to sanctions and punishment in the nature of contempt. I  
13 solemnly promise that I will not disclose in any manner any information or item that  
14 is subject to this Stipulated Protective Order to any person or entity except in strict  
15 compliance with the provisions of this Order. I further agree to submit to the  
16 jurisdiction of the United States District Court for the Central District of California  
17 for the purpose of enforcing the terms of this Stipulated Protective Order, even if  
18 such enforcement proceedings occur after termination of this action.

19 Date: \_\_\_\_\_

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

21 Printed name: \_\_\_\_\_

22 Signature: \_\_\_\_\_