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8 UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA–SOUTHERN DIVISION

9 JUICE ROLL UPZ, INC., a California  
10 corporation,

11 Plaintiff,

12 v.

13 RUTHLESS VAPOR  
14 CORPORATION, a California  
corporation dba RUTHLESS E-JUICE;  
15 D&A DISTRIBUTION LLC, a Georgia  
limited liability company; and DOES 1-  
16 10

17 Defendants.  
18

CASE NO:  
8:16-cv-01726-DOC-DFM

Honorable Douglas F. McCormick

**STIPULATED PROTECTIVE  
ORDER**

19 The Court recognizes that at least some of the documents and information  
20 (“materials”) being sought through discovery in the above-captioned action are  
21 likely to involve production of confidential, proprietary, or private information for  
22 which special protection from public disclosure and from use for any purpose other  
23 than prosecuting this litigation may be warranted. Such information, for  
24 competitive reasons, is normally kept confidential by the parties. As such, the  
25 parties have agreed to be bound by the terms of this Protective Order (“Order”) in  
26 this action.

27 The materials to be exchanged throughout the course of the litigation  
28 between the parties may contain trade secret or other confidential research,

1 technical, cost, price, marketing or other commercial information, as is  
2 contemplated by Federal Rule of Civil Procedure 26(c)(1)(G). The purpose of this  
3 Order is to protect the confidentiality of such materials as much as practical during  
4 the litigation. THEREFORE:

5 **DEFINITIONS**

6 1. The term “Confidential Information” will mean and include  
7 information contained or disclosed in any materials, including documents, portions  
8 of documents, answers to interrogatories, responses to requests for admissions,  
9 deposition testimony, and transcripts of depositions, including data, summaries,  
10 and compilations derived therefrom that is deemed to be Confidential Information  
11 by any party to which it belongs.

12 2. The term “materials” will include, but is not to be limited to:  
13 documents; correspondence; memoranda; bulletins; blueprints; specifications;  
14 customer lists or other materials that identify customers or potential customers;  
15 price lists or schedules or other matter identifying pricing; minutes; letters;  
16 statements; cancelled checks; contracts; invoices; drafts; books of account;  
17 worksheets; notes of conversations; desk diaries; appointment books; expense  
18 accounts; recordings; photographs; compilations from which information can be  
19 obtained and translated into reasonably usable form through detection devices;  
20 sketches; drawings; notes (including laboratory notebooks and records); reports;  
21 instructions; disclosures; other writings; models, prototypes and other physical  
22 objects; and magnetic tapes, CDs, DVDs, hard drives, and any and all electronic  
23 storage devices by which information is retained in retrievable form.

24 3. The term “counsel” will mean outside counsel of record, and other  
25 attorneys, paralegals, secretaries, and other support staff employed in the law firms  
26 identified below: FISH & TSANG LLP, GALLAGHER JONES LLP, and  
27 CALLAHAN & BLAINE, APLC and their successors.  
28

1 **GENERAL RULES**

2 4. Each party to this litigation that produces or discloses any materials,  
3 answers to interrogatories, responses to requests for admission, deposition  
4 testimony, and transcripts of trial testimony and depositions, or information that  
5 the producing party believes should be subject to this Protective Order may  
6 designate the same as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – FOR  
7 ATTORNEYS’ EYES ONLY.”

8 a. Designation as “CONFIDENTIAL”: Any party may designate  
9 information as "CONFIDENTIAL" only if, in the good faith belief of such party  
10 and its counsel, the unrestricted disclosure of such information could be potentially  
11 prejudicial to the business or operations of such party or cause harm to its  
12 competitive position.

13 b. Designation as “HIGHLY CONFIDENTIAL – FOR  
14 ATTORNEYS’ ONLY”: Any party may designate information as “HIGHLY  
15 CONFIDENTIAL – FOR ATTORNEYS’ EYES ONLY” only if, in the good faith  
16 belief of such party and its counsel, the information is among that considered to be  
17 most sensitive by the party, including but not limited to trade secret or other  
18 confidential research, development, financial or other commercial information  
19 whose disclosure would raise a material risk of: (i) present or future competitive  
20 injury to the designating party; or (ii) present or future competitive or commercial  
21 advantage, including litigation advantage, to the receiving party or non-parties.

22 c. Mass, indiscriminate, or routinized designations are prohibited.

23 5. In the event the producing party elects to make materials available for  
24 inspection prior to actual production and/or copying, the producing party may  
25 make the materials available for inspection as they are kept in the ordinary course  
26 of business, and no marking need be made by the producing party in advance of  
27 the inspection. For purposes of the inspection, all materials will be considered as  
28 “HIGHLY CONFIDENTIAL – FOR ATTORNEYS’ EYES ONLY,” and must be

1 treated as such pursuant to the terms of this Order. Thereafter, upon selection of  
2 specified materials for copying by the inspecting party, the producing party must,  
3 within a reasonable time prior to producing those materials to the inspecting party,  
4 mark the copies of those materials that contain Confidential Information with the  
5 appropriate confidentiality marking.

6 6. Whenever a deposition taken on behalf of any party involves a  
7 disclosure of Confidential Information of any party:

8 a. the deposition or portions of the deposition must be designated  
9 as containing Confidential Information subject to the provisions of this Order; such  
10 designation must be made on the record whenever possible, but a party may  
11 designate portions of depositions as containing Confidential Information after  
12 transcription of the proceedings. A party will have until fourteen (14) days after  
13 receipt of the deposition transcript to inform the other party or parties to the action  
14 of the portions of the transcript to be designated “CONFIDENTIAL” or “HIGHLY  
15 CONFIDENTIAL – FOR ATTORNEYS’ EYES ONLY.”

16 b. the disclosing party will have the right to exclude from  
17 attendance at the deposition, during such time as the Confidential Information is to  
18 be disclosed, any person other than the deponent, counsel (including their staff and  
19 associates), the court reporter, and the person(s) agreed upon pursuant to paragraph  
20 8 below; and

21 c. the originals of the deposition transcripts and all copies of the  
22 deposition must bear the legend “CONFIDENTIAL” or “HIGHLY  
23 CONFIDENTIAL – FOR ATTORNEYS’ EYES ONLY,” as appropriate, and the  
24 original or any copy ultimately presented to a court for filing must not be filed  
25 unless it can be accomplished under seal, identified as being subject to this Order,  
26 and protected from being opened except by order of this Court.

27 7. All Confidential Information designated as “CONFIDENTIAL” or  
28 “HIGHLY CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY” must not be

1 disclosed by the receiving party to anyone other than those persons designated  
2 within this Order and must be handled in the manner set forth below and, in any  
3 event, must not be used for any purpose other than in connection with this  
4 litigation, unless and until such designation is removed either by agreement of the  
5 parties, or by order of the Court.

6 8. Information designated “HIGHLY CONFIDENTIAL - FOR  
7 ATTORNEYS’ EYES ONLY” must be viewed only by counsel (as defined in  
8 paragraph 3) of the receiving party, and by the additional individuals listed below,  
9 provided each such individual has read this Order in advance of disclosure and has  
10 agreed in writing to be bound by its terms (except for those persons identified in  
11 8.d., who do not need to agree in writing):

12 a. Independent experts under the conditions set forth herein. The  
13 term “independent expert” as used herein shall mean an outside person (who is not  
14 an employee of a party) and includes testifying experts, proposed testifying  
15 experts, and non-testifying technical advisors with whom counsel may deem it  
16 necessary to consult concerning technical, financial, or other aspects of this case  
17 for the preparation of trial thereof. The right of any independent expert to receive  
18 any Confidential Information will be subject to the advance approval of such  
19 expert by the producing party or by permission of the Court. The party seeking  
20 approval of an independent expert must provide the producing party with the  
21 following information: the proposed independent expert's name, up-to-date  
22 curriculum vitae, professional address, all present employment and non-  
23 confidential consultancies, all prior employment and non-confidential  
24 consultancies within the last five (5) years, a list of all cases in which the proposed  
25 independent expert has testified at a deposition or in court within the last five (5)  
26 years, and an executed copy of the form attached hereto as Exhibit A, in advance  
27 of providing any Confidential Information of the producing party to the expert.  
28 Any objection by the producing party to an independent expert receiving

1 Confidential Information must be made in writing within fourteen (14) days  
2 following receipt of the identification of the proposed expert. Confidential  
3 Information may be disclosed to an independent expert if the fourteen (14) day  
4 period has passed and no objection has been made. The approval of independent  
5 experts must not be unreasonably withheld;

6 i. If any objection to the proposed independent expert is  
7 made within fourteen (14) days following receipt of the identification of the  
8 proposed expert, and the dispute is not resolved consensually between the parties,  
9 the producing party may move the Court for a protective order precluding the  
10 disclosure of the Confidential Information to the proposed independent expert;

11 ii. Prior to the filing of any motion for a protective order  
12 precluding the disclosure of the Confidential Information to the proposed  
13 independent expert, counsel for the parties shall confer in a good faith effort to  
14 eliminate the necessity for hearing the motion or to eliminate as many of the  
15 disputes as possible. It shall be the responsibility of counsel for the moving party  
16 to arrange for this conference. If both counsel are located within the same county  
17 of the Central District, the conference shall take place in person at the office of the  
18 moving party's counsel, unless the parties agree to meet someplace else. If both  
19 counsel are not located within the same county of the Central District, the  
20 conference may take place telephonically. Unless relieved by written order of the  
21 Court upon good cause shown, counsel for the opposing party shall confer with  
22 counsel for the moving party within ten (10) days after the moving party serves a  
23 letter requesting such conference. The moving party's letter shall identify each  
24 issue in dispute, shall state briefly with respect to each such issue the moving  
25 party's position (and provide legal authority which the moving party believes is  
26 dispositive of the dispute as to that issue), and specify the terms of the discovery  
27 order to be sought (see Local Rule 37-1).

28 iii. If counsel are unable to settle their differences, they shall

1 formulate a written stipulation. The stipulation shall be filed and served with the  
2 notice of motion (see Local Rule 37-2).

3           iv. The stipulation must be set forth in one document signed  
4 by both counsel. The stipulation shall contain all issues in dispute and, with  
5 respect to each such issue, the contentions and points and authorities of each party.  
6 The stipulation shall not refer the Court to any other documents.

7           v. Following the conference of counsel, counsel for the  
8 moving party shall personally deliver, e-mail or fax to counsel for the opposing  
9 party the moving party's portion of the stipulation, together with all declarations  
10 and exhibits to be offered in support of the moving party's position. Unless the  
11 parties agree otherwise, within seven (7) days of receipt of the moving party's  
12 material, counsel for the opposing party shall personally deliver, e-mail or fax to  
13 counsel for the moving party the opposing party's portion of the stipulation,  
14 together with all declarations and exhibits to be offered in support of the opposing  
15 party's position. After the opposing party's material is added to the stipulation by  
16 the moving party's counsel, the stipulation shall be provided to opposing counsel,  
17 who shall sign it (electronically or otherwise) and return it to counsel for the  
18 moving party no later than the end of the next business day, so that it can be filed  
19 with the notice of motion.

20           vi. After the Joint Stipulation is filed, each party may file a  
21 supplemental memorandum of law not later than fourteen (14) days prior to the  
22 hearing date.

23           vii. Where an objection to the proposed independent expert is  
24 made, no Confidential Information shall be disclosed to the expert until the day  
25 after the last day to file a motion for a protective order (where no protective order  
26 is sought), or upon entry of the Court's order denying the producing party's motion  
27 for protective order;

28           b. Technical personnel of the parties, including data processing

1 vendors, photocopy, document imaging and database services, and consultants  
2 retained by Counsel or a party to set up, maintain, and/or operate computer  
3 systems, litigation databases or to convert data for inclusions in such databases and  
4 with whom Counsel for the parties find it necessary to consult, in the discretion of  
5 such Counsel, in preparation for trial of this action;

6 c. Stenographic and clerical employees associated with the  
7 individuals identified above; and

8 d. The Court, its technical adviser (if one is appointed), persons  
9 employed by the Court, jurors, mediators, and court reporters or videographers in  
10 this action or any appeal therefrom.

11 9. Information designated “CONFIDENTIAL” must be viewed only by  
12 counsel (as defined in paragraph 3) of the receiving party, by individuals identified  
13 in paragraph 8 and pursuant to the terms of paragraph 8, and by executives and  
14 others employed or retained by the receiving party who participate in policy  
15 decisions with reference to this action, provided each such individual has read this  
16 Order in advance of disclosure and has agreed in writing to be bound by its terms.

17 10. With respect to material designated “CONFIDENTIAL” or “HIGHLY  
18 CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY,” any person indicated on  
19 the face of the document to be its originator, author or a recipient of a copy of the  
20 document, any other person who otherwise possessed or knew the information,  
21 prior to its disclosure hereunder, may be shown the same.

22 11. All information which has been designated as “CONFIDENTIAL” or  
23 “HIGHLY CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY” by the  
24 producing or disclosing party, and any and all reproductions of that information,  
25 must be retained in the custody of the counsel for the receiving party identified in  
26 paragraph 3, except that independent experts authorized to view such information  
27 under the terms of this Order may retain custody of copies such as are necessary  
28 for their participation in this litigation.

1           12. Before any materials produced in discovery, answers to  
2 interrogatories, responses to requests for admissions, deposition transcripts, or  
3 other documents which are designated as Confidential Information are filed with  
4 the Court for any purpose, the party seeking to file such material must make an  
5 advance or simultaneous request or application to the Court to seek permission to  
6 file the material under seal.

7           a. A written application, proposed order, and the documents  
8 submitted for filing under seal shall be presented to the judge to whom the papers  
9 are directed. The parties should also file a redacted version of the application and  
10 supporting papers. The proposed order shall address the sealing of the application  
11 and order itself, if appropriate. The original and judge's copy of the documents  
12 shall be sealed in separate envelopes with a copy of the title page attached to the  
13 front of each envelope. (Conformed copies need not be placed in sealed  
14 envelopes.) Applications and proposed orders to seal, along with the material to be  
15 sealed, shall not be electronically filed, but shall be presented to the Clerk of the  
16 Court for filing in paper format, in the manner prescribed by USDC, Central  
17 District Local Rule 79-5. A Notice of Manual Filing shall first be electronically  
18 filed identifying the materials being manually filed. A copy of the Notice of  
19 Manual Filing, together with its Notice of Electronic Filing shall be presented with  
20 the documents presented for filing. Upon an order of the Court permitting the  
21 materials to be filed under seal, the material shall be filed and kept under seal by  
22 the Clerk of the Court until further order by the Court.

23           b. Complete unredacted documents or material to be filed under  
24 seal shall be furnished to outside counsel for the parties.

25           c. Neither the fact that counsel have stipulated to an under seal  
26 filing nor the fact that a proposed filing contains information or documents that one  
27 of the parties elected to designate as "Confidential" in accordance with the terms of  
28 the Order is sufficient in itself for the Court to find that good cause exists to file the

1 papers or the portion containing the designated information or documents under  
2 seal. At the very least, the parties will need to convince the Court in their  
3 application that protection clearly is warranted for the designated information or  
4 documents and that the standard for a nonpublic filing is met. For declarations  
5 with exhibits, this means making the requisite showing on an exhibit-by-exhibit  
6 basis. Moreover, if the sealing application relates to a dispositive motion, a “good  
7 cause” showing under Federal Rule of Civil Procedure 26(c) will not suffice.  
8 Rather, the parties will need to show that “compelling reasons” support secrecy.  
9 See Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1178-81 (9<sup>th</sup> Cir.  
10 2006); Foltz v. State Farm Mut. Auto. Ins. Co., 331 F.3d 1122, 1136 (9<sup>th</sup> Cir.  
11 2003).

12 13. At any stage of these proceedings, any party may object to a  
13 designation of the materials as Confidential Information. The party objecting to  
14 confidentiality must notify, in writing, counsel for the designating party of the  
15 objected-to materials and the grounds for the objection. If the dispute is not  
16 resolved consensually between the parties, the objecting party may move the Court  
17 for a ruling on the objections. The materials at issue must be treated as  
18 Confidential Information, as designated by the designating party, until the Court  
19 has ruled on the objections or the matter has been otherwise resolved.

20 a. Prior to the filing of any motion concerning the disputed issues,  
21 counsel for the parties shall confer in a good faith effort to eliminate the necessity  
22 for hearing the motion or to eliminate as many of the disputes as possible. It shall  
23 be the responsibility of counsel for the moving party to arrange for this conference.  
24 If both counsel are located within the same county of the Central District, the  
25 conference shall take place in person at the office of the moving party’s counsel,  
26 unless the parties agree to meet someplace else. If both counsel are not located  
27 within the same county of the Central District, the conference may take place  
28 telephonically. Unless relieved by written order of the Court upon good cause

1 shown, counsel for the opposing party shall confer with counsel for the moving  
2 party within ten (10) days after the moving party serves a letter requesting such  
3 conference. The moving party's letter shall identify each issue in dispute, shall  
4 state briefly with respect to each such issue the moving party's position (and  
5 provide legal authority which the moving party believes is dispositive of the  
6 dispute as to that issue), and specify the terms of the discovery order to be sought  
7 (see Local Rule 37-1).

8           b. If counsel are unable to settle their differences, they shall  
9 formulate a written stipulation. The stipulation shall be filed and served with the  
10 notice of motion (see Local Rule 37-2).

11           c. The stipulation must be set forth in one document signed by  
12 both counsel. The stipulation shall contain all issues in dispute and, with respect to  
13 each such issue, the contentions and points and authorities of each party. The  
14 stipulation shall not refer the Court to any other documents.

15           d. Following the conference of counsel, counsel for the moving  
16 party shall personally deliver, e-mail or fax to counsel for the opposing party the  
17 moving party's portion of the stipulation, together with all declarations and  
18 exhibits to be offered in support of the moving party's position. Unless the parties  
19 agree otherwise, within seven (7) days of receipt of the moving party's material,  
20 counsel for the opposing party shall personally deliver, e-mail or fax to counsel for  
21 the moving party the opposing party's portion of the stipulation, together with all  
22 declarations and exhibits to be offered in support of the opposing party's position.  
23 After the opposing party's material is added to the stipulation by the moving  
24 party's counsel, the stipulation shall be provided to opposing counsel, who shall  
25 sign it (electronically or otherwise) and return it to counsel for the moving party no  
26 later than the end of the next business day, so that it can be filed with the notice of  
27 motion.

28           e. After the Joint Stipulation is filed, each party may file a

1 supplemental memorandum of law not later than fourteen (14) days prior to the  
2 hearing date.

3 14. All Confidential Information must be held in confidence by those  
4 inspecting or receiving it, and must be used only for purposes of this action.  
5 Counsel for each party and each person receiving Confidential Information must  
6 take reasonable precautions to prevent the unauthorized or inadvertent disclosure  
7 of such information. If Confidential Information is disclosed to any person other  
8 than a person authorized by this Order, the party responsible for the unauthorized  
9 disclosure must immediately bring all pertinent facts relating to the unauthorized  
10 disclosure to the attention of the other parties and, without prejudice to any rights  
11 and remedies of the other parties, make every effort to prevent further disclosure  
12 by the party and by the person(s) receiving the unauthorized disclosure.

13 15. No party will be responsible to another party for disclosure of  
14 Confidential Information under this Order if the information in question is not  
15 labeled or otherwise identified as such in accordance with this Order.

16 16. The inadvertent failure to designate Confidential Information as  
17 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - FOR ATTORNEYS’  
18 EYES ONLY” prior to disclosure or production shall not operate as a waiver of the  
19 disclosing or producing party's right to designate such Confidential Information. If  
20 a party, through inadvertence, produces any Confidential Information without  
21 labeling or marking or otherwise designating it as such in accordance with this  
22 Order, the designating party may give written notice to the receiving party that the  
23 document or thing produced is deemed Confidential Information, and that the  
24 document or thing produced should be treated as such in accordance with that  
25 designation under this Order. The receiving party must treat the materials as  
26 confidential, once the designating party so notifies the receiving party. If the  
27 receiving party has disclosed the materials before receiving the designation, the  
28 receiving party must notify the designating party in writing of each such

1 disclosure. Counsel for the parties will agree on a mutually acceptable manner of  
2 labeling or marking the inadvertently produced materials as “CONFIDENTIAL” or  
3 “HIGHLY CONFIDENTIAL - FOR ATTORNEYS’ EYES ONLY.”

4 17. For information produced in some form other than documentary and  
5 for any other tangible items, the producing party may apply the appropriate  
6 designation to such information by affixing in a prominent place on the item and/or  
7 item’s container, a label bearing the appropriate designation, or may provide the  
8 appropriate designation in a separate writing concurrent with its production.

9 18. Nothing within this Order shall prejudice the right of any party to  
10 object to the production of any discovery material on the grounds that the material  
11 is protected from disclosure by the attorney-client privilege or attorney work  
12 product privilege.

13 19. Nothing in this Order will bar counsel from rendering advice to their  
14 clients with respect to this litigation and, in the course thereof, relying upon any  
15 information designated as “HIGHLY CONFIDENTIAL - FOR ATTORNEYS’  
16 EYES ONLY,” provided that the contents of the information must not be  
17 disclosed.

18 20. This Order will be without prejudice to the right of any party to  
19 oppose production of any information for lack of relevance or any other ground  
20 other than the mere presence of Confidential Information. The existence of this  
21 Order must not be used by either party as a basis for discovery that is otherwise  
22 improper under the Federal Rules of Civil Procedure.

23 21. Nothing within this Order will be construed to prevent disclosure of  
24 Confidential Information if such disclosure is required by law or by order of the  
25 Court. Furthermore, nothing in this Order shall be construed as authorizing a party  
26 to disobey a lawful subpoena issued in another action.

27 22. Upon final termination of this action, including any and all appeals,  
28 counsel for each party must, upon request of the producing party, return all

1 Confidential Information to the party that produced the information, including any  
2 copies, excerpts, and summaries of that information, or must destroy same at the  
3 option of the receiving party, and must purge all such information from all  
4 machine-readable media on which it resides. Whether the Confidential Information  
5 is returned or destroyed, the receiving party must submit a written certification to  
6 the producing party (and, if not the same person or entity, to the designating party)  
7 affirming such return and/or destruction. Notwithstanding the foregoing, counsel  
8 for each party may retain all depositions (including exhibits and deposition  
9 evaluations), expert reports (including exhibits), trial exhibits, pleadings, briefs,  
10 memoranda, motions, and other documents filed with the Court that refer to or  
11 incorporate Confidential Information, and will continue to be bound by this Order  
12 with respect to all such retained information. Further, attorney work product  
13 materials that contain Confidential Information need not be destroyed, but, if they  
14 are not destroyed, the person in possession of the attorney work product will  
15 continue to be bound by this Order with respect to all such retained information.

16 23. The protections conferred by this Order cover not only Confidential  
17 Information, but also (a) any information copied or extracted from Confidential  
18 Information; (b) all copies, excerpts, summaries, or compilations of Confidential  
19 Information; and (c) any testimony, conversations, or presentations by Parties or  
20 their counsel that might reveal Confidential Information, except to the extent any  
21 of the foregoing is offered as evidence at any court hearing or court proceeding.

22 24. The restrictions and obligations set forth within this Order will not  
23 apply to any information that: (a) the parties agree should not be designated  
24 Confidential Information; (b) the parties agree, or the Court rules, is already public  
25 knowledge; (c) the parties agree, or the Court rules, has become public knowledge  
26 other than as a result of disclosure by the receiving party, its employees, or its  
27 agents in violation of this Order; or (d) has come or will come into the receiving  
28 party's knowledge by legitimate means independently of the production by the

1 designating party. Prior knowledge must be established by pre-production  
2 documentation.

3 25. The restrictions and obligations within this Order will not be deemed  
4 to prohibit discussions of any Confidential Information with anyone if that person  
5 already has or obtains possession of that information by legitimate means.

6 26. Any materials produced by a non-party voluntarily or pursuant to a  
7 subpoena or a court order in this matter must be designated, and will be  
8 considered, "HIGHLY CONFIDENTIAL - FOR ATTORNEYS' EYES ONLY,"  
9 pursuant to the terms of this Protective Order. Such materials shall be treated by  
10 recipients in accordance with the terms of this Protective Order, and, with respect  
11 to such materials, the terms "party" and "parties" as used in this Protective Order  
12 shall be construed to include the non-party producing the materials. Within thirty  
13 (30) days of the parties' receipt of the materials produced by a non-party, any of  
14 the parties upon written notice to the other party may elect to re-designate any or  
15 all of the materials as "CONFIDENTIAL" and/or agree that the "HIGHLY  
16 CONFIDENTIAL - FOR ATTORNEYS' EYES ONLY" designation may be  
17 removed from any or all of them.

18 a. Within fourteen (14) days of receipt of notice of re-designation,  
19 any other party may object to the re-designation of any or all of the materials as  
20 Confidential Information and/or the removal of the "HIGHLY CONFIDENTIAL -  
21 FOR ATTORNEYS' EYES ONLY" designation from any or all of the materials.  
22 The objecting party must notify, in writing, counsel for the re-designating party of  
23 the objected-to materials and the grounds for the objection. If the dispute is not  
24 resolved consensually between the parties, the re-designating party may move the  
25 Court for a ruling on the objections. The materials at issue must be treated as  
26 "HIGHLY CONFIDENTIAL - FOR ATTORNEYS' EYES ONLY" until the  
27 Court has ruled on the objections or the matter has been otherwise resolved.

28 b. Prior to the filing of any motion concerning the disputed issues,

1 counsel shall comply with the procedure set forth in paragraph 13.a.-e. above.

2 27. Transmission by facsimile and/or electronic mail is acceptable for all  
3 notification purposes within this Order provided a receipt confirming delivery is  
4 generated.

5 28. This Order may be modified by written agreement of the parties,  
6 subject to approval by the Court. No modification by the parties shall have the  
7 force or effect of a Court order unless the Court approves the modification.

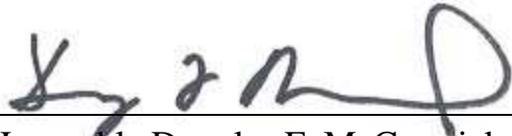
8 29. The Court may modify the terms and conditions of this Order for good  
9 cause, or in the interest of justice, or on its own order at any time in these  
10 proceedings. The parties prefer that the Court provide them with notice of the  
11 Court's intent to modify the Order and the content of those modifications, prior to  
12 entry of such an order.

13 30. The Court retains jurisdiction even after termination of this action to  
14 enforce this Protective Order. The disclosing or producing party reserves all rights  
15 to apply to Court at any time, before or after termination of this action, for an  
16 order: (i) modifying this Protective Order, (ii) seeking further protection against  
17 discovery or use of Confidential Information, or other documents or information,  
18 or (iii) seeking further production, discovery, disclosure, or use of claimed  
19 Confidential Information, or other documents or information.

20 31. Until such time as this Order has been entered by the Court, the  
21 parties agree that upon execution by the parties, this Order will be treated as  
22 though it had been "So Ordered."

23 **IT IS SO ORDERED.**

24 DATED: January 17, 2017

25   
26 \_\_\_\_\_  
27 Honorable Douglas F. McCormick  
28 United States Magistrate Judge