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NOTE: CHANGES MADE BY THE COURT

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

KRYSTEN GRIFFITH,) Case No. 8:16-CV-02109-JLS-KES
)
Plaintiff,) **[PROPOSED] PROTECTIVE**
) **ORDER**
vs.)
HAWAIIAN AIRLINES, INC., a)
corporation, and DOES 1 to 20,)
Defendants.)

Pursuant to Federal Rule of Civil Procedure 26(c), and the parties’
Stipulation for Protective Order (“Order”) governing the disclosure during pretrial
discovery and the subsequent handling of sensitive and confidential information, it
is hereby ordered that:

1. PURPOSES AND LIMITATIONS

1.1 Scope. This Protective Order shall apply to proceedings and
discovery in the above-captioned cases known as *Griffith v. Hawaiian Airlines,*
Inc., et al., Case No. 16-cv-02109-JLS-(KES).

1.2 Need. This case arises from a July 4, 2016, incident in which hot tea
allegedly spilled on Krysten Griffith while she was a passenger on Hawaiian

1 Airlines flight 002, from Honolulu, Hawaii to Los Angeles, California. The parties
2 anticipate that discovery in this matter may involve: (1) Hawaiian’s non-public
3 policies and procedures for providing various services to passengers, (2)
4 Hawaiian’s non-public policies and procedures related to passenger injuries, (3)
5 Hawaiian’s non-public policies and procedures related to equipment maintenance
6 and servicing, (4) Hawaiian’s non-public public policies and procedures,
7 disclosures of which are, or may be governed by 49 C.F.R. Part 1520, (5)
8 confidential information regarding other passengers on the subject flight,
9 disclosure of which is or may be governed by the California Constitution, as well
10 as federal regulations, including 14 C.F.R. Part 243.9, (6) Krysten Griffith’s health
11 status and history, and (7) Plaintiff’s damages, as reflected in, *inter alia*,
12 employment, financial and medical records, and other private documents.

13 Discovery concerning these and other topics may necessitate the disclosure
14 of what a party may contend is confidential and sensitive information, such as,
15 personal information for individuals who are not parties to this lawsuit, financial
16 information, Richard Rosen’s medical, employment and financial information, and
17 plaintiffs’ medical, employment and financial information, and non-public
18 business practices. Prior to production, no party can effectively evaluate the
19 claims of the other as to the need for protection. Thus, a means that enables the
20 production of documents at least to the point of evaluating the asserted need for
21 protection, as well as an order specifying how such documents need to be treated,
22 is required in this case. Moreover, pursuant to the terms of this Order, any
23 document designated as confidential where that designation is disputed can be
24 identified as such and the matter submitted to the Court for resolution.

25 In essence, in the absence of this Order, the Court would have to evaluate
26 innumerable documents individually, and this task would likely severely burden
27 the Court’s processes and slow discovery. As to those documents that are entitled
28 to protection, disclosure of such confidential information is likely to prejudice the

1 legitimate business, competitive, and/or privacy interests of parties or of third
2 parties.

3 A protective order is thus needed in this action to enable the documents to be
4 evaluated and to protect against unauthorized disclosure of confidential
5 information and to ensure that such information will be used only for purposes of
6 this action. A protective order will also expedite the flow of discovery materials,
7 protect the integrity of truly confidential information, promote the prompt
8 resolution of disputes over confidentiality, and facilitate the preservation of
9 material worthy of protection.

10 **1.3 Application.** This Order shall govern any information produced in
11 this litigation by any party or third party, in any form (including, but not limited to,
12 documents, magnetic media, answers to interrogatories, responses to document
13 demands, responses to requests for admissions, and deposition testimony and
14 transcripts), when there is an objectively reasonable basis for the party producing
15 the information to believe in good faith that the information to be produced
16 contains private, proprietary, sensitive, trade secret, non-public financial or
17 medical information. Documents, or portions thereof, that are considered
18 confidential may be so designated by marking them, in their entirety, as
19 “CONFIDENTIAL”, as hereinafter provided for in this Order.

20 **1.4 Limitations.** The parties acknowledge that this Order does not confer
21 blanket protection on all disclosures or responses to discovery and that the
22 protection it affords extends only to the information or items that are entitled under
23 the applicable legal principles to treatment as confidential.

24 **2. DEFINITIONS**

25 **2.1 Confidential Information.** “Confidential Information” shall mean
26 and include, without limitation, any information that concerns or relates to
27 proprietary information, trade secrets, non-public commercial, financial, pricing,
28 budgeting and/or accounting information, non-public information about existing

1 and potential customers, marketing studies, performance and projections, non-
2 public business strategies, decisions and/or negotiations, personnel compensation,
3 evaluations and other employment information, non-public risk management
4 practices and strategies, non-public agreements with third parties, and confidential
5 proprietary information about affiliates, parents, subsidiaries and third parties with
6 whom the parties to this action have or have had business relationships, personal
7 identifying information for individuals who are not parties to this lawsuit, health
8 and medical information, and financial and employment records.

9 For purposes of this section, “trade secrets” means information, including a
10 formula, pattern, compilation, program, device, method, technique, or process,
11 that: (1) derives independent economic value, actual or potential, from not being
12 generally known to the public or to other persons who can obtain economic value
13 from its disclosure or use; and (2) is the subject of efforts that are reasonable under
14 the circumstances to maintain its secrecy.

15 **2.2 Documents.** As used herein, the term “documents” includes all
16 writings, records, files, drawings, graphs, charts, photographs, emails, videotapes,
17 audio tapes, compact discs, electronic messages, other data compilations from
18 which information can be obtained, and other tangible things subject to production
19 under the Federal Rules of Civil Procedure.

20 **2.3 Designating Party.** The “Designating Party” is the party or non-party
21 that designates information or items that it produces in disclosures or in responses
22 to discovery as “CONFIDENTIAL.”

23 **2.4 Producing Party.** The “Producing Party” is the party or non-party
24 that produces documents in this action.

25 **2.5 Receiving Party.** The “Receiving Party” is the party that receives
26 documents from a Producing Party.

27 **3. INITIAL DESIGNATION**

28 **3.1 Produced Documents.** A Producing Party that has an objectively

1 reasonable basis for believing in good faith that the documents to be produced
2 constitute or contain Confidential Information shall produce copies bearing a label
3 that contains (or includes) language substantially identical to the following:

4 “**CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER,**” or
5 “**CONFIDENTIAL.**”

6 These labels shall be affixed in a manner that does not obliterate or obscure
7 the contents of the copies. Claims of confidentiality will be made only with
8 respect to documents to which the Designating Party has an objectively reasonable
9 basis for believing in good faith that the documents contain Confidential
10 Information and are legally entitled to protection from discovery and disclosure
11 under Federal Rule of Civil Procedure 26(c) and applicable case law.

12 If it comes to the Designating Party’s attention that information or items that
13 it designated for protection do not qualify for the asserted protection, the
14 Designating Party must promptly notify all other parties that it is withdrawing the
15 mistaken designation. If the Designating Party is also the Producing Party, then
16 that party must also produce substitute copies of the documents with the
17 “Confidential” label removed.

18 **3.2 Interrogatory Answers.** If a party answering an interrogatory has an
19 objectively reasonable basis for believing in good faith that its answer contains
20 Confidential Information, it shall set forth its answer in a separate document that is
21 produced and designated in the same manner as a produced document under
22 subparagraph 3.1. The answers to interrogatories should make reference to the
23 separately produced document containing the answer, but such document should
24 not be attached to the interrogatories.

25 **3.3 Inspections of Documents.** In the event a party elects to produce
26 files and records for inspection and the requesting party elects to inspect them, no
27 designation of Confidential Information need be made in advance of the
28 inspection. For the purposes of such inspection, all material inspected shall be

1 considered as Confidential Information. If the inspecting party selects specified
2 documents to be copied, the Producing Party shall designate Confidential
3 Information in accordance with subparagraph 3.1 at the time the copies are
4 produced.

5 **3.4 Deposition Transcripts.** If, during a deposition in this action, a party
6 has an objectively reasonable basis for believing in good faith that counsel's
7 questions implicate Confidential Information, or if counsel uses an exhibit that has
8 been designated as "Confidential," a party may designate that portion of the
9 deposition as "Confidential." Only those pages of the deposition that are
10 designated as "Confidential" and those exhibits that are designated as
11 "Confidential" will be subject to the restrictions set forth in this Protective Order.
12 A party may challenge any designation made in connection with a deposition as set
13 forth in section 5 below.

14 Within 10 days after the receipt of a deposition transcript, a party may
15 inform the other parties to the action of additional portions of the transcript
16 (including exhibits) that it wishes to designate as Confidential Information. That
17 portion of the deposition transcript (including exhibits referred to therein) shall be
18 treated as Confidential Information for ten (10) days after receipt. If no
19 designation is made within ten (10) days of receipt, no additional portions of the
20 deposition transcript, other than those designated as Confidential during the
21 deposition shall be considered as Confidential Information. All parties in
22 possession of a copy of a designated deposition transcript shall mark the front of
23 each copy of the transcript with: "PORTIONS MARKED CONFIDENTIAL".
24 For videotaped depositions in which a portion has been designated as confidential,
25 the videocassette, DVD, and the containers shall also be marked with:
26 "PORTIONS MARKED CONFIDENTIAL."

27 **3.5 Multi-page Documents.** A party may designate all pages of an
28 integrated, multi-page document, including a deposition transcript and

1 interrogatory answers, as Confidential Information by placing the label specified in
2 subparagraph 3.1 on the first page of the document. If a party wishes to designate
3 only certain portions of an integrated, multi-page document as Confidential
4 Information, it should designate such portions immediately below the label on the
5 first page of the document and place the label specified in subparagraph 3.1 on
6 each page of the document containing Confidential Information.

7 **3.6 Electronic Data.** “Electronic data” means information stored or
8 recorded in the form of electronic or magnetic media (including information, files,
9 databases or programs stored on any digital or analog machine-readable device,
10 computers, discs, networks or tapes). Counsel for the Producing Party will
11 designate Electronic Data as “CONFIDENTIAL” in a cover letter identifying the
12 information generally. When feasible, counsel for the Producing Party will also
13 mark the electronic or magnetic media with the appropriate designation.

14 Whenever any party to whom Electronic Data designated as Confidential
15 Information is produced reduces such material to hardcopy form, such party shall
16 mark the hardcopy form with the label specified in subparagraph 3.1. Whenever
17 any Confidential Information Electronic Data is copied into another file, all such
18 copies shall also be marked “CONFIDENTIAL” as appropriate.

19 To the extent that any party or counsel for any party creates, develops or
20 otherwise establishes on any digital or analog machine-readable device, recording
21 media, computers, discs, networks or tapes any information, files, databases or
22 programs that contain information designated “CONFIDENTIAL”, that party and
23 its counsel must take all necessary steps to ensure that access to that electronic or
24 magnetic media is properly restricted to those persons who, by the terms of this
25 Order, may have access to Confidential Information.

26 **3.7 Inadvertent Failures to Designate.** If a Producing Party
27 inadvertently fails to stamp or otherwise appropriately designate certain documents
28 upon their production, it may thereafter designate such document as

1 “CONFIDENTIAL” by promptly giving written notice to all parties that the
2 material is to be so designated. Such written notice shall identify with specificity
3 the information or documents the Producing Party is then designating to be
4 “CONFIDENTIAL” material. If the Producing Party gives such written notice as
5 provided above, their claims of confidentiality shall not be deemed to have been
6 waived by failure to designate properly the information as “CONFIDENTIAL”
7 prior to disclosure. If the Designating Party is also the Producing Party, then that
8 party must also produce substitute copies of the documents with the “Confidential”
9 label added. The Receiving Party shall then return to the Designating Party, or
10 destroy, as the parties may agree, all known copies of the originally-produced,
11 unstamped documents. The Receiving Party shall use its best efforts to ensure that
12 the information that was inadvertently disclosed is thereafter restricted to only
13 those persons entitled to receive “CONFIDENTIAL” information under the terms
14 set forth herein.

15 **3.8 Rule 26 Disclosures.** If a party making mandatory disclosures
16 required believes that its answer contains Confidential Information, it shall set
17 forth its answer in a separate document that is produced and designated in the same
18 manner as a produced document under subparagraph 3.1. Such disclosure should
19 make reference to the separately produced document containing the information,
20 but such document should not be attached to the disclosure.

21 **3.9 Sensitive Security Information**

22 Any information or document that is determined by the Transportation
23 Safety Administration (“TSA”), or any other governmental entity to constitute
24 Sensitive Security Information (“SSI”) as that term is defined by applicable federal
25 regulations, shall be handled in the manner proscribed by the TSA or other entity
26 that asserts such designation.

27 **4. DESIGNATIONS BY ANOTHER PARTY**

28 **4.1 Notification of Designation.** If a party other than the Producing

1 Party believes that a Producing Party has produced a document that contains or
2 constitutes Confidential Information of the non-Producing Party, the non-
3 Producing Party may designate the document as “CONFIDENTIAL” by so
4 notifying all parties in writing, including by facsimile or email within thirty (30)
5 days of service of the document.

6 **4.2 Return of Documents; Non-disclosure.** Whenever a party other than
7 the Producing Party designates a document produced by a Producing Party as
8 Confidential Information in accordance with subparagraph 4.1, the Designating
9 Party shall produced substitute copies of the document with the
10 “CONFIDENTIAL” designations added in accordance with subparagraph 3.1. The
11 Receiving Party shall then return to the Designating Party, or destroy, as the parties
12 may agree, all known copies of the originally-produced, unstamped documents.
13 No party shall disclose a produced document to any person, other than the persons
14 authorized to receive Confidential Information under subparagraph 7.1, until after
15 the expiration of the thirty (30) day designation period specified in subparagraph
16 4.1. If during the thirty (30) day designation period, a party discloses a produced
17 document to a person authorized to receive Confidential Information under
18 subparagraph 7.1, and that document is subsequently designated as Confidential
19 Information in accordance with subparagraph 4.1, the disclosing party shall cause
20 all copies of the document to be destroyed or returned to the Producing Party, at
21 the direction of the Producing Party. The party may thereafter disclose a copy of
22 the document that has been marked as Confidential Information by the Designating
23 Party, in accordance with subparagraph 7.1.

24 **5. OBJECTIONS TO DESIGNATIONS**

25 A party is not obligated to challenge the propriety of a “CONFIDENTIAL”
26 designation at the time made, and failure to do so will not preclude a subsequent
27 challenge thereto. In the event that a party disagrees with a “CONFIDENTIAL”
28 designation, that party shall notify the Designating Party in writing of the

1 disagreement prior to the close of fact discovery. The objecting party and the
2 Designating Party shall promptly confer in an attempt to resolve their differences.
3 Consistent with Local Rule 37-1, as counsel for Plaintiff does not have offices in
4 the same county of the Central District, such conference shall take place
5 telephonically. The parties shall comply with the procedures set forth in Local
6 Rule 37-1, with the party objecting to the confidential designation being the
7 “moving party” referenced in that Local Rule, and the party making the challenged
8 designation being the “opposing party.” If the Designating Party and objecting
9 party are unable to resolve their differences, the Designating Party shall have
10 twenty-one (21) days from the date of receipt of notification from the objecting
11 party to file a motion seeking the Court’s ruling on whether the information should
12 remain designated as “CONFIDENTIAL”. The contested material shall be lodged
13 with the Court under seal. The burden of proving that the information has been
14 properly designated as “CONFIDENTIAL” based on the standards for such
15 designations set forth herein, is on the Designating Party.

16 All documents initially designated as “CONFIDENTIAL” shall continue to
17 be subject to this Order unless and until the Court rules otherwise. If the
18 Designating Party elects not to make a motion for a clarifying ruling with respect
19 to whether documents should be designated as “CONFIDENTIAL,” the
20 “Confidential” designation shall be deemed to have been withdrawn, and, if the
21 Designating Party is also the Producing Party, then that party must also produce
22 substitute copies of the documents with the “Confidential” label removed.

23 **6. CUSTODY**

24 During the pendency of this litigation (including any appeals) and for ninety
25 (90) days after the conclusion of this litigation, all Confidential Information and
26 any and all copies, extracts and summaries thereof, including memoranda relating
27 thereto, shall be retained by the Receiving Party in the custody of counsel of
28 record, or by persons to whom disclosure is authorized under subparagraph 7.1 or

1 by the Judge. Paragraph 9 addresses in more detail handling of Confidential
2 Information after the conclusion of this litigation.

3 **7. HANDLING PRIOR TO TRIAL**

4 **7.1 Authorized Disclosures**

5 **7.1.1** Materials designated “CONFIDENTIAL” shall only be
6 disclosed to the persons listed in the subparagraphs (a) through (h) below. Before
7 disclosing Confidential Information to any of the following persons, counsel shall
8 ensure that the persons receiving Confidential Information are aware of the terms
9 of this Protective Order and agree to comply with those terms:

10 a. Attorneys appearing as counsel of record in these
11 proceedings and personnel who are directly employed by such counsel and who are
12 actively assisting in the preparation of this litigation;

13 b. Counsel’s third-party consultants and independent
14 experts (and their agents and employees) who are employed for the purposes of
15 this litigation;

16 c. Parties to this litigation, limited to the named party and if
17 that party is a corporate entity, those officers, directors, employees, in-house
18 counsel, and insurers whose assistance is required for purposes of the litigation and
19 who must have access to the materials to render such assistance;

20 d. Any deponent, during his or her deposition, who is the
21 Designating Party or a current employee or member of the Designating Party (or
22 any person who prepared or assisted directly in the preparation of the
23 CONFIDENTIAL material);

24 e. Any other deponent as to whom there is a legitimate need
25 to disclose particular materials for purposes of identifying or explaining it or
26 refreshing recollection;

27 f. Fact witnesses or potential percipient witnesses at or in
28 preparation for deposition or trial;

1 g. Outside vendors employed by counsel for copying,
2 scanning and general handling of documents;

3 h. Persons or entities that provide litigation support services
4 in connection with the taking of depositions, including necessary stenographic,
5 videotape, and clerical personnel; and

6 Such disclosures are authorized only to the extent necessary to prosecute or
7 defend this litigation. Information designated as “CONFIDENTIAL” shall not be
8 disclosed to persons described in Paragraphs 7.1.1(b), 7.1.1(e), of 7.1.1(f) unless
9 and until such persons are provided a copy of the Protective Order entered by the
10 Court, represent that they have read and understand the provisions of the Order, are
11 advised by the disclosing counsel that they are bound by the provisions of the
12 Protective Order and execute an Agreement of Confidentiality (“Confidentiality
13 Agreement”) in substantially the form attached hereto as Exhibit A. The originals
14 of such Confidentiality Agreements shall be maintained by the counsel who
15 obtained them until the final resolution of this litigation. Confidentiality
16 Agreements and the names of persons who signed them shall not be subject to
17 discovery except upon agreement of the parties or further order of the Court after
18 application upon notice and good cause shown.

19 **7.1.3** Nothing in this Protective Order shall prohibit a party or its
20 counsel from disclosing “CONFIDENTIAL” material to (a) the person(s) who
21 authored the document or material; (b) persons who previously received the
22 document or material or a copy thereof not in violation of this Order; (c) persons
23 employed by the Producing Party; or (d) any other person or entity, provided that,
24 with respect to that person or entity, the Producing Party and Producing Party’s
25 counsel first approve such disclosure in writing.

26 **7.2 Additional Protection.** If a Designating Party believes that the
27 disclosure and handling procedures provided for in this Order are not sufficient
28 because certain material is extremely sensitive, the Designating Party shall inform

1 the other parties to the litigation and attempt to reach an agreement on the handling
2 of the material. If the parties cannot reach an agreement, the Designating Party
3 may file a motion with the court for a more restrictive order. Such motion must be
4 accompanied by a competent declaration in which the movant describes the
5 parties' efforts to resolve the matter by agreement.

6 **7.3 Unauthorized Disclosures.** If Confidential Information is disclosed
7 to any person (for the purposes of this paragraph, "person" shall have the meanings
8 listed in paragraphs 7.1.1(a)-(h)) other than in the manner authorized by this
9 Protective Order, the party or person responsible for the disclosure, and any other
10 party or person who is subject to this Order and learns of such disclosure, shall
11 immediately bring such disclosure to the attention of the Designating Party.
12 Without prejudice to other rights and remedies of the Designating Party, the
13 responsible party or person shall make every effort to obtain the return of the
14 Confidential Information and to prevent further disclosure on its own part or on the
15 part of the person who was the unauthorized recipient of such information.

16 **7.4 Court Filings.** In the event any Confidential Information must be
17 filed with the Court prior to the trial, the party making the proposed filing shall
18 seek to have such filing be under seal by complying with Local Rule 79-5.

19 **8. HANDLING DURING TRIAL**

20 If a party seeks to introduce at trial Confidential Information that is subject
21 to this Order, the parties shall seek to have the trial judge implement appropriate
22 terms and conditions on the use of the Confidential Information at trial that is
23 sufficient to protect the confidentiality of the information and/or document.

24 **9. HANDLING AFTER DISPOSITION**

25 Within 90 days of the conclusion of this litigation (including any appeals),
26 the Designating Party may request that any or all Confidential Information be
27 returned to the Designating Party. After receiving a request to return, the
28 Receiving Party at its option may destroy Confidential Information instead of

1 returning it to the Designating party, but must so notify the Designating Party. The
2 request for return shall specifically identify the documents or things to be returned
3 if return of less than all Confidential Information is requested. The attorney for the
4 Receiving Party shall collect, assemble and return within 60 days all such
5 Confidential Information, including all copies and extracts thereof in the
6 possession of the Receiving Party, its counsel or other authorized recipients, but
7 not including copies, extracts or summaries that contain or constitute attorney work
8 product. If such work product is retained, however, the Confidential Information
9 contained herein will continue to be controlled by this Protective Order. Receipt of
10 returned Confidential Information shall be acknowledged in writing if such an
11 acknowledgment is requested.

12 **10. USE OF CONFIDENTIAL INFORMATION**

13 Confidential Information shall not be used by any person, other than the
14 Producing Party, for any purpose other than prosecuting, defending or settling this
15 litigation. In no event shall Confidential Information be used for any business,
16 competitive, personal, private, public or other purpose, except as required by law.
17 Documents that are to be protected under this Protective Order contain information
18 which the parties contend is confidential including research, development, and
19 commercial information that is valuable in Hawaiian's respective business.

20 In this case, the good cause for keeping these documents confidential
21 includes the need to preserve the parties' current and/or future competitive
22 advantage. If third parties gain access to the confidential information, the parties'
23 businesses would suffer specific prejudice or harm because their competitive
24 advantage would be compromised or lost. This finding of prejudice is made for the
25 purpose of complying with *Foltz v. State Farm Mutual Automobile Ins. Co.*, 331
26 F.3d 1122 (9th Cir. 2003).

27 **11. NO IMPLIED WAIVERS**

28 The entry of this Order shall not be interpreted as a waiver of the right to

1 object, pursuant to the Federal Rules of Civil Procedure, to the furnishing of
2 information in response to discovery requests or to object to a requested inspection
3 of documents or facilities. Neither the agreement to, nor the taking of any action in
4 accordance with the provisions of this Protective Order, nor the failure to object
5 thereto, shall be interpreted as a waiver of any claim or position or defense in this
6 action, or any other actions.

7 **12. MODIFICATION**

8 In the event any party hereto seeks a Court order to modify the terms of this
9 Order, said party shall make such request by written stipulation or noticed motion
10 to all parties that must be served and filed in accordance with local court rules.

11 **13. CARE IN STORAGE**

12 Any person in possession of Confidential Information produced by another
13 party shall exercise reasonable and appropriate care with regard to the storage,
14 custody, copying, and use of the Confidential Information to ensure that the
15 confidential and sensitive nature of same is maintained.

16 **14. NO ADMISSION**

17 Neither this Order nor the designation of any item as “CONFIDENTIAL”
18 shall be construed as an admission that such material, or any testimony concerning
19 such material, would be admissible in evidence in this litigation or in any other
20 proceeding.

21 **15. NO APPLICATION**

22 Notwithstanding any other provision of this Order to the contrary, the
23 confidentiality obligations of this Order shall not apply, or shall cease to apply, to
24 any information that (a) at the time of disclosure hereunder, was already lawfully
25 in the possession of the receiving party and was not acquired through discovery or
26 under any obligation of confidentiality; or (b) at the time of disclosure hereunder
27 was, or subsequently becomes, through no fault of the receiving party, a public
28 document or publicly available. Furthermore, nothing in this Order shall preclude

1 any party to this Order from disclosing or using any information or documents not
2 obtained pursuant to discovery, even though the same information or documents
3 may have been produced by a party and designated as “CONFIDENTIAL”.

4 **16. INADVERTENT PRODUCTION**

5 Nothing in this Order abridges applicable law concerning inadvertent
6 production of a document that the Producing Party believes contains attorney-
7 client communications, attorney work product, or otherwise privileged
8 information.

9 **17. PARTIES’ OWN DOCUMENTS**

10 This Order shall in no way restrict the parties in their use of their own
11 documents and information, and nothing in this Order shall preclude any party
12 from voluntarily disclosing its own documents or information to any party or non-
13 party.

14 **18. NO EFFECT ON OTHER RIGHTS**

15 This Order shall in no way abrogate or diminish any pre-existing
16 contractual, statutory, or other legal obligations or rights of any party with respect
17 to Confidential Information.

18 **19. EXECUTION IN COUNTERPARTS**

19 This agreement may be executed in counterparts. Facsimile signatures will
20 be considered as valid signatures as of the date hereof.

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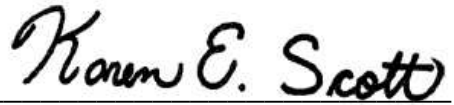
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1 **20. EFFECT OF ORDER**

2 This Order is binding on all parties to this action and on all parties who have
3 agreed to be bound by this Order, and shall remain in full force and effect until
4 modified, superseded or terminated by consent of the parties or by Order of Court.
5 ~~This Court expressly retains jurisdiction over this action for enforcement of the~~
6 ~~provisions of this Order following the resolution of this litigation.~~

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8 **IT IS SO ORDERED**

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10 Dated: March 23, 2017



11 Hon. Karen E. Scott
12 United States Magistrate Judge
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1 **EXHIBIT A**
2 **CONFIDENTIALITY AGREEMENT**
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4 I, _____, declare under penalty of perjury that:

5 1. I have reviewed and agree to comply with and be bound by the
6 provisions of the Stipulated Protective Order (the “Order”), and I attest to my
7 understanding that access to information designated as “CONFIDENTIAL” may
8 be provided to me and that such access shall be pursuant to the terms and
9 conditions and restrictions of the Order. I understand and acknowledge that failure
10 to comply with the Order could expose me to sanctions and punishment in the
11 nature of contempt.

12 2. I understand that I am to retain all copies of any information
13 designated as “CONFIDENTIAL” in a secure manner, and that all copies are to
14 remain in my personal custody until this action is terminated or until I have
15 completed by assigned duties, whichever occurs earlier, whereupon the copies and
16 any writings prepared by me containing any information designated as
17 “CONFIDENTIAL” are to be destroyed or returned to counsel who provided me
18 with such material at the option of counsel.

19 3. I will not divulge to persons other than those specifically authorized
20 by said Order, and will not copy or use except solely for the purpose of this action,
21 any information designated as “CONFIDENTIAL” obtained pursuant to said
22 Order, except as provided in said Order. I also agree to notify any stenographic or
23 clerical personnel who are required to assist me of the terms of said Order.

24 4. I further agree to submit to the jurisdiction of the United States
25 District Court, for the Central District of California, for the purpose of enforcing
26 the terms of the Order, even if such enforcement proceedings occur after this
27 action is terminated.

28 5. I declare under penalty of perjury under the laws of the United States

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of America that the foregoing is true and correct.

Executed on _____, 20____.

Signature: _____

Name:

Title:

Affiliation:

Address: