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 10 SIOUX HONEY ASSOCIATION,
 COOPERATIVE

11 **UNITED STATES DISTRICT COURT**
 12 **CENTRAL DISTRICT OF CALIFORNIA**
 13 **SOUTHERN DIVISION**

14 SUSAN TRAN, on Behalf of Herself and)
 all Others Similarly Situated,)
 15)
 Plaintiff,)
 16)
 vs.)
 17)
 SIOUX HONEY ASSOCIATION,)
 18 COOPERATIVE,)
 19 Defendant.)

Case No. 8:17-CV-00110-JLS-SSx
**STIPULATED PROTECTIVE
 ORDER**

21 WHEREAS, to facilitate the production and receipt of information during
 22 discovery in the above-captioned litigation (“the Litigation”), the parties agree and
 23 stipulate, through their respective counsel, to the entry of the following Protective
 24 Order for the protection of Confidential and Highly Confidential Materials (as defined
 25 herein) that may be produced or otherwise disclosed during the course of this
 26 Litigation by any party or non-party. The Court has been fully advised in the premises
 27 and has found good cause for its entry.

28 Accordingly, IT IS HEREBY ORDERED that the terms and conditions of this

1 Protective Order shall govern the handling of discovery materials in the Litigation:

2 1. **Applicability of Order:** This Order does not and will not govern any
3 trial proceedings in this Litigation, but will otherwise be applicable to and govern the
4 handling of documents, depositions, deposition exhibits, interrogatory responses,
5 responses to requests for admissions, responses to requests for production of
6 documents, and all other discovery obtained pursuant to the Federal Rules of Civil
7 Procedure by or from a party in connection with the Litigation (this information
8 hereinafter referred to as “Discovery Material”). As used herein, “Producing Party” or
9 “Disclosing Party” shall refer to the parties to this action that give testimony or
10 produce documents or other information, and “Receiving Party” shall refer to the
11 parties to this action that receive such information.

12 2. **Designation of Material:** Any Producing Party may designate
13 Discovery Material that is in their possession, custody or control to be produced to a
14 Receiving Party as “Confidential” or “Highly Confidential” under the terms of this
15 Order if the Producing Party in good faith reasonably believes that such Discovery
16 Material contains non-public, confidential material as defined in sections 4 and 5
17 below (hereinafter “Confidential Material” or “Highly Confidential Material”).

18 3. **Exercise of Restraint and Care in Designating Material for**
19 **Protection:** Each Party or Non-Party that designates information or items for
20 protection under this Order must take care to limit any such designation to specific
21 material that qualifies under the appropriate standards. Mass, indiscriminate, or
22 routinized designations are prohibited.

23 4. **Confidential Material:** For purposes of this Order, Confidential
24 Material is any information that a party believes in good faith to be confidential or
25 sensitive information, including, but not limited to, trade secrets, research, design,
26 development, financial, technical, marketing, planning, personal, or commercial
27 information, as such terms are used in Rule 26(c)(1)(G) of the Federal Rules of Civil
28 Procedure and any applicable case law interpreting Rule 26(c)(1)(G) or the former

1 Rule 26(c)(7).

2 **5. Highly Confidential Material:** For purposes of this Order, Highly
3 Confidential Material is any Confidential Material, as defined in paragraph 4, which
4 also includes non-public product and testing information or extremely sensitive,
5 highly confidential, non-public information, consisting either of trade secrets or
6 proprietary or other highly confidential business, financial, regulatory, or strategic
7 information (including information regarding business plans, technical data, ~~and non-~~
8 public designs, and computer source code and related materials), the disclosure of
9 which would create a substantial risk of competitive or business injury to the
10 Producing Party.

11 **6. Designating Confidential Material or Highly Confidential Material:**
12 The designation of Discovery Material as Confidential Material or Highly
13 Confidential Material for purposes of this Order shall be made in the following
14 manner:

15 a. **Documents:** In the case of documents or other materials (apart
16 from depositions or other pre-trial testimony), designation shall be made by
17 affixing the legend “Confidential” or “Highly Confidential” to each page
18 containing any Confidential or Highly Confidential Material, respectively.

19 b. **Deposition and Other Proceedings:** In the case of depositions or
20 other pre-trial testimony, designation of the portion of the transcript (including
21 exhibits) which contains Confidential Material or Highly Confidential Material
22 shall be made (i) by a statement to such effect on the record during the
23 proceeding in which the testimony is received, or (ii) by written notice served
24 on counsel of record in this Litigation within thirty (30) business days after the
25 receipt of the draft transcript of such proceeding. However, before such thirty
26 (30) day period expires, all testimony, exhibits and transcripts of depositions or
27 other testimony shall be treated as Highly Confidential Material. All portions
28 of deposition transcripts not designated Confidential Material or Highly

1 Confidential Material as provided in paragraphs 4 and 5 shall be deemed not
2 confidential.

3 c. **Non-Written Materials:** Any non-written Confidential Material
4 or Highly Confidential Material (e.g., videotape, audio tape, computer disk,
5 etc.) may be designated as such by labeling the outside of such non-written
6 material designated as “Confidential” or “Highly Confidential.” In the event a
7 Receiving Party generates any “hard copy” transcription or printout from any
8 such designated non-written materials, the person who generates such “hard
9 copy” transcription shall take reasonable steps to maintain the confidentiality of
10 such materials.

11 7. **Inadvertent Disclosure:** The inadvertent failure to designate Discovery
12 Material as Confidential or Attorney’s Eye Only does not constitute a waiver of such
13 claim and may be remedied by prompt supplemental written notice upon discovery of
14 the inadvertent disclosure, with the effect that such Discovery Material will be subject
15 to the protections of this Order. The Receiving Party shall exercise good faith efforts
16 to ensure that copies it makes of Discovery Material produced to it, and copies made
17 by others who obtained such Discovery Material directly or indirectly from the
18 Receiving Party, include the appropriate confidentiality legend, to the same extent that
19 the Discovery Material has been marked with the appropriate confidentiality legend
20 by the Producing Party.

21 8. **Notes of Confidential Material or Highly Confidential Material:** Any
22 notes, lists, memoranda, indices, compilations prepared or based on an examination of
23 Confidential Material or Highly Confidential Material, that quote from or paraphrase,
24 Confidential Material or Highly Confidential Material with such specificity that the
25 Confidential Material or Highly Confidential Material can be identified, or by
26 reasonable logical extension can be identified, shall be accorded the same status of
27 confidentiality as the underlying Confidential Material or Highly Confidential
28 Material from which they are made and shall be subject to all of the terms of this

1 Protective Order.

2 **9. Notice To Non-Parties:** Any Party issuing a subpoena to a non-party
3 shall enclose a copy of this Protective Order with a request that, within ten (10)
4 calendar days, the non-party either request the protection of this Protective Order or
5 notify the issuing party that the non-party does not need the protection of this
6 Protective Order or wishes to seek different protection.

7 **10. Persons Authorized To Receive Confidential Material:** Discovery
8 Material designated “Confidential” may be disclosed, summarized, described,
9 characterized or otherwise communicated or made available in whole or in part only
10 to the following persons:

11 a. The Court, persons employed by the Court who are necessary for
12 the handling of the Litigation, and court reporters transcribing the testimony or
13 argument at a hearing, trial or deposition in this Litigation or any appeal there
14 from;

15 b. Counsel of record in this Litigation, as well as paralegals,
16 technical, administrative and clerical employees working under the direct
17 supervision of such counsel;

18 c. Subject to paragraph 12 hereof, experts or consultants assisting any
19 counsel of record in this Litigation, provided such experts and consultants have
20 signed the “Agreement Concerning Information Covered by Protective Order”
21 attached hereto as Exhibit A;

22 d. Officers, directors or employees of parties who have a need to
23 know such information for purposes of this Litigation and who have signed the
24 “Agreement Concerning Information Covered by Protective Order” attached
25 hereto as Exhibit A;

26 e. Graphics, translation, or design services retained by counsel of
27 record in this Litigation for purposes of this Litigation, provided such services
28 have signed the “Agreement Concerning Information Covered by Protective

1 Order” attached hereto as Exhibit A. A signature by an authorized
2 representative of company the company who confirms that he or she has
3 appropriately advised the relevant employees of the confidentiality obligations
4 in this order and taken reasonable steps to comply thereto shall be sufficient;

5 f. Commercial copy vendors retained by counsel of record in this
6 action for purposes of this Litigation, provided such vendors have signed the
7 “Agreement Concerning Information Covered by Protective Order” attached
8 hereto as Exhibit A. A signature by an authorized representative of company the
9 company who confirms that he or she has appropriately advised the relevant
10 employees of the confidentiality obligations in this order and taken reasonable
11 steps to comply thereto shall be sufficient;

12 g. During their depositions, witnesses in the Litigation who agree on
13 the record to maintain the confidentiality of relevant documents or information
14 shown to them or who have signed the “Agreement Concerning Information
15 Covered by Protective Order” attached hereto as Exhibit A (except that persons
16 described in sub-paragraph (h) below do not need to sign Exhibit A to be shown
17 Confidential Material in their depositions). In the event of refusal of the witness
18 to execute such confidentiality agreement, such witness shall nevertheless be
19 deemed bound by the terms of this Order; furthermore the party or parties
20 seeking to use such information and the Producing Party will secure from a
21 court having jurisdiction over such witness such order and directions directed
22 specifically to such witness containing such provisions as are consistent with
23 the terms of this Order; and the Producing Party will cooperate fully in the
24 making of any such application;

25 h. Any person indicated by a document marked as Confidential
26 Material to be an author, addressee, or copy recipient of the Confidential
27 Material, or as to whom there has been testimony, whether at deposition or trial,
28 or by declaration or affidavit, that the person was the author or recipient of the

1 Confidential Material; and

2 i. Any other person, only upon order of the Court or upon stipulation
3 of the Producing Party who has signed the “Agreement Concerning Information
4 Covered by Protective Order” attached hereto as Exhibit A.

5 **11. Persons Authorized To Receive Highly Confidential Material:**

6 Except as specifically provided for in this or subsequent Court orders, Highly
7 Confidential Material or its contents shall not be disclosed, summarized, described, or
8 otherwise communicated or made available in whole or in part to any person or entity,
9 directly or indirectly, other than the following:

10 a. The Court, persons employed by the Court who are necessary for
11 the handling of the Litigation, and court reporters transcribing the testimony or
12 argument at a hearing, trial or deposition in this Litigation or any appeal there
13 from;

14 b. Counsel of record in this Litigation, as well as paralegals,
15 technical, administrative and clerical employees working under the direct
16 supervision of such counsel, provided each has signed the “Agreement
17 Concerning Information Covered by Protective Order” attached hereto as
18 Exhibit A;

19 c. Subject to paragraph 12 hereof, experts or consultants necessary to
20 assist counsel of record in this Litigation, provided such experts and consultants
21 have signed the “Agreement Concerning Information Covered by Protective
22 Order” attached hereto as Exhibit A;

23 d. Graphics, translation, or design services retained by counsel for
24 purposes of preparing demonstrative or other exhibits, provided such services
25 have signed the “Agreement Concerning Information Covered by Protective
26 Order” attached hereto as Exhibit A;

27 e. Commercial copy vendors retained by counsel for purposes of this
28 Litigation, provided such vendors have signed the “Agreement Concerning

1 Information Covered by Protective Order” attached hereto as Exhibit A;

2 f. During their depositions, witnesses in the Litigation to whom
3 disclosure is reasonably necessary and who have signed the “Agreement
4 Concerning Information Covered by Protective Order” attached hereto as
5 Exhibit A (except that persons described in sub-paragraph (g) below do not
6 need to sign Exhibit A to be shown Highly Confidential Material in their
7 depositions);

8 g. Any person indicated by a document marked Highly Confidential
9 Material to be an author, addressee, or copy recipient of the Highly Confidential
10 Material, or as to whom there has been testimony, whether at deposition or trial
11 or by declaration or affidavit, that the person was the author or recipient of the
12 Highly Confidential Material; and

13 h. Any other person, only upon order of the Court or upon stipulation
14 of the Producing Party, and who has signed the “Agreement Concerning
15 Information Covered by Protective Order” attached hereto as Exhibit A.

16 **12. Qualification of Outside Experts and Consultants:** Neither
17 Confidential nor Highly Confidential Material shall be disclosed to any outside
18 experts or consultants who are current employees of a direct competitor of SHA.
19 With respect to outside experts or consultants who were employed by a direct
20 competitor of SHA within one (1) year from the date of this Order, Confidential and
21 Highly Confidential Material may be shared with those experts or consultants only
22 after counsel for SHA in this Litigation are given at least twenty (20) days prior
23 written notice of the identity of the expert or consultant to whom such Confidential or
24 Highly Confidential Material is to be disclosed (including his or her name, address,
25 current job title and the names of any direct competitors by which he has been
26 employed), are afforded an opportunity to object to the disclosure of the Confidential
27 or Highly Confidential Material, and a resolution to any such objection has been
28 reached. Notwithstanding paragraphs 10(c) and 11(c), Confidential Material or

1 Highly Confidential Material may be provided to experts or consultants only for the
2 purpose of aiding, assisting, or allowing such expert or consultant to prepare a written
3 opinion, to prepare to testify, or to assist counsel for a party in this Litigation.

4 **13. Use of Discovery Material:** Discovery Material containing Confidential
5 and/or Highly Confidential Material shall be used solely for purposes of the
6 Litigation, including any appeal and retrial. Any person or entity in possession of
7 Discovery Material designated Confidential or Highly Confidential (defined below)
8 shall maintain those materials in accordance with Paragraph 18 below.

9 **14. Agreement Must Be Signed Prior To Disclosure.** Each person to
10 whom Confidential or Highly Confidential Material may be disclosed that is also
11 required to sign the “Agreement Concerning Information Covered by Protective
12 Order” (attached hereto as Exhibit A) pursuant to Paragraphs 10(c)-10(h), 10(j),
13 11(b)-11(0, and 11(h) shall do so prior to the time such Material is disclosed to him or
14 her.

15 **15. Exclusion of Individuals From Depositions:** Counsel for any
16 Producing Party shall have the right to exclude from depositions any person who is
17 not authorized by this Order to receive documents or information designated
18 Confidential or Highly Confidential, but only during periods of examination or
19 testimony directed to or comprising information that is Confidential or Highly
20 Confidential.

21 **16. Storage Of Confidential Material or Highly Confidential Material:**
22 The recipient of any Confidential Material or Highly Confidential Material that is
23 provided under this Protective Order shall maintain such information in a reasonably
24 secure and safe manner that ensures that access is limited to the persons authorized
25 under this Order.

26 **17. Filing of Confidential Material or Highly Confidential Material.**
27 Without written permission from the Producing Party or a court order, a party may not
28 file in the public record in this action any Confidential Material or Highly

1 Confidential Material. The parties shall comply with Local Rule 79-5 when seeking
2 to file Confidential Material or Highly Confidential Material under seal.

3 The party desiring to place any Confidential Material or Highly Confidential
4 Material before the Court shall lodge the information in a sealed envelope along with
5 an application to file the papers or the portion thereof containing Confidential Material
6 or Highly Confidential Material under seal and a copy of a Proposed Order Sealing
7 Documents. Said envelope shall be endorsed with the title of the Litigation, an
8 indication of the nature of the contents of such sealed envelope, the identity of the
9 party filing the materials, the phrase "Confidential Material" or "Highly Confidential
10 Material," and a statement substantially in the following form:

11 THIS ENVELOPE CONTAINS MATERIALS SUBJECT TO A
12 PROTECTIVE ORDER ENTERED IN THIS LITIGATION. IT IS NOT
13 TO BE OPENED NOR ARE ITS CONTENTS TO BE DISPLAYED,
14 REVEALED, OR MADE PUBLIC, EXCEPT BY ORDER OF THE
15 COURT. UNLESS THE COURT ORDERS THAT IT NOT BE FILED,
16 IT SHALL BE FILED UNDER SEAL.

17 Additionally, within seven (7) days from the date that the papers (or portions thereof)
18 were filed under seal consistent with the above procedures, the party who filed the
19 papers under seal also shall file in the public record a version of the papers that has
20 been redacted to omit the Confidential Material or Highly Confidential Material (or
21 any references thereto).

22 The parties shall also comply with Local Rule 79-5.4 with respect to the
23 appropriate treatment of personal identifier information in connection with any filing
24 with the Court.

25 **18. No Prejudice:** Agreeing to be bound by this Protective Order, agreeing
26 to and/or producing or receiving Confidential Material or Highly Confidential
27 Material or otherwise complying with the terms of this Order shall not:

28 a. Prejudice in any way the rights of the parties to object to the

1 production of documents they consider not subject to discovery, or operate as
2 an admission by any party that the restrictions and procedures set forth herein
3 constitute adequate protection for any particular information deemed by any
4 party to be Confidential Material or Highly Confidential Material;

5 b. Prejudice in any way the rights of any party to object to the
6 authenticity or admissibility into evidence of any document, testimony or other
7 evidence subject to this Order;

8 c. Prejudice in any way the rights of a party to seek a determination
9 by the Court whether any Confidential Material or Highly Confidential Material
10 should be subject to the terms of this Order;

11 d. Prejudice in any way the rights of a party to petition the Court for a
12 protective order relating to any purportedly confidential information; or

13 e. Prevent a Disclosing Party from authorizing disclosure of its own
14 Confidential Material or Highly Confidential Material to any party.

15 **19. Challenging Designation of Materials:** A party shall not be obligated
16 to challenge the propriety of a Confidential Material or Highly Confidential Material
17 designation at the time made, and failure to do so shall not preclude a subsequent
18 challenge thereto during the pendency of this Litigation.

19 a. **Challenge:** The Receiving Party may challenge the propriety of a
20 Confidential Material or Highly Confidential Material designation by providing
21 to Producing Party a writing which briefly: (i) identifies with reasonable
22 particularity the documents and/or information which are the subject of the
23 challenge; and (ii) describes the basic legal or factual grounds for the challenge.

24 b. **Meet and Confer and Motion:** Once a challenge is made, the
25 Producing Party will bear the burden of initiating and conducting a sufficient
26 meet and confer (per Local Rule 37-1); and, if necessary, Producing Party will
27 bear the burdens of proof and persuasion in moving for a Protective Order (per
28 Local Rule 37-2) to uphold the challenged Confidential Material or Highly

1 Confidential Material designation(s). If the Producing Party does not initiate
2 the discovery motion process under Local Rule 37 within ninety (90) days of a
3 challenge, the subject Confidential Material designation or Highly Confidential
4 Material designation is effectively withdrawn and the subject documents and
5 material may be used for all purposes in this Litigation. The Receiving Party
6 must make de-designation requests in good faith. Mass, indiscriminate, or
7 routinized requests for de-designation are prohibited.

8 **c. Status of Challenged Designation Pending Judicial**
9 **Determination:** Until the court rules on the timely filed Motion for Protective
10 Order, all parties shall continue to afford the material in question the level of
11 protection to which it is entitled under the Producing Party's designation.

12 **20. No Application to Public or Otherwise Available Information:** This
13 Order shall not limit or restrict a Receiving Party's use of information that the
14 Receiving Party can demonstrate: (i) was lawfully in the Receiving Party's
15 possession prior to such information being designated as protected material in the
16 Litigation and that the Receiving Party is not otherwise obligated to treat as
17 confidential; (ii) was obtained without any benefit or use of protected material from a
18 third party having the right to disclose such information to the Receiving Party
19 without restriction or obligation of confidentiality; (iii) was independently developed
20 by it after the time of disclosure by personnel who did not have access to the
21 Producing Party's protected material; or (iv) has been published to the general public.
22 If the Receiving Party believes that the Disclosing Party has designated information
23 that is covered by any of the preceding categories as Confidential Material or Highly
24 Confidential Material, the Receiving Party shall challenge the propriety of such
25 designation using the procedure outlined in paragraph 19 above. Any challenged
26 designation remains in force until the propriety of such designation has been decided
27 as outlined above.

28 **21. No Waiver of Privilege:** Disclosure (including production) of

1 information that a Party or non-party later claims should not have been disclosed
2 because of a privilege, including, but not limited to, the attorney-client privilege or
3 work product doctrine (“Privileged Information”), shall not constitute a waiver of, or
4 estoppel as to , any claim of attorney-client privilege, attorney work-product, or other
5 ground for withholding production as to which the Producing Party would be entitled
6 in the litigation or any other federal or state proceeding. This Order is intended to
7 provide the full protection afforded by Federal Rule of Evidence 502(d), providing
8 that “A Federal court may order that the privilege or protection is not waived by
9 disclosure connected with the litigation pending before the court — in which event the
10 disclosure also is not a waiver in any other Federal or State proceeding.” Upon
11 discovery by a Producing Party (or upon receipt of notice from another Party) that
12 he/she/it may have produced Privileged Information, the Producing Party shall, within
13 ten (10) days of such discovery, request the return of such information in writing by
14 identifying the Privileged Information and stating the basis on which the Privileged
15 Information should be withheld from production. After being notified, all other
16 Parties must promptly return, sequester, or destroy the Privileged Information and any
17 copies he/she/it has; must not use or disclose the information until the claim is
18 resolved; and must take reasonable steps to retrieve the Privileged Information if
19 he/she/it disclosed the Privileged Information before being notified. If any Party
20 disputes the privilege claim (“Objecting Party”), that Objecting Party shall notify the
21 Producing Party of the dispute and the basis therefore in writing within thirty (30)
22 days of receipt of the request for the return of the Privileged Information. The Parties
23 thereafter shall meet and confer in good faith regarding the disputed claim within
24 thirty (30) days. In the event that the Parties do not resolve their dispute, either Party
25 may bring a motion for a determination of whether a privilege applies. If such a
26 motion is made, the Producing Party shall submit to the Court for in camera review
27 under seal a copy of the disputed information in connection with its motion papers.
28 The submission to the Court shall not constitute a waiver of any privilege or

1 protection. The Producing Party must preserve the information claimed to be
2 privileged or otherwise protected until the claim is resolved.

3 Except as expressly set forth herein, nothing in this provision shall limit the
4 bases on which the Objecting Party may challenge the assertion of any privilege or
5 protection by the Producing Party. In addition, nothing in this provision shall permit
6 the Producing Party to seek to withhold or “claw back” a previously-produced
7 document in this Litigation if that document was the subject of deposition testimony
8 in this Litigation and the Producing Party did not provide notice, as described above in
9 paragraph 6(b), within thirty (30) days after the deposition that the document was
10 privileged or protected and should be returned.

11 **22. Additional Parties or Attorneys:** In the event additional parties join or
12 intervene in this action, the newly joined party(ies) shall not have access to
13 Confidential Material or Highly Confidential Material until its counsel has executed
14 and, at the request of any party, filed with the Court its agreement to be fully bound by
15 this Order. If any additional attorneys make appearances in this Litigation, those
16 attorneys shall not have access to Confidential Material or Highly Confidential
17 Material until they execute the “Agreement Concerning Information Covered by
18 Protective Order” attached hereto as Exhibit A.

19 **23. Protective Order Remains In Force:** This Protective Order shall
20 remain in force and effect until modified, superseded, or terminated by consent of the
21 parties or by order of the Court made upon reasonable written notice. Unless
22 otherwise ordered, or agreed upon by the parties, this Protective Order shall survive
23 the termination of this action. The Court retains jurisdiction even after termination of
24 this action to enforce this Protective Order and to make such amendments,
25 modifications, deletions and additions to this Protective Order as the Court may from
26 time to time deem appropriate.

27 **24. No Prejudice For Further Relief:** This Protective Order is without
28 prejudice to the right of any party to seek other or further relief from the Court.

1 **25. No Waiver of Grounds For Producing Material:** This Protective
2 Order shall not be construed as waiving any right to assert a claim of privilege,
3 relevance, overbreadth, burdensomeness or other grounds for not producing material
4 called for, and access to such material shall be only as otherwise provided by the
5 discovery rules and other applicable laws.

6 **26. Conclusion of Litigation:** Within thirty (30) days after receiving notice
7 of the entry of an order, judgment or decree finally disposing of this Litigation, all
8 persons having received Confidential Material or Highly Confidential Material shall
9 either return such material and all copies thereof to counsel for the Producing Party, or
10 destroy all such Confidential Material or Highly Confidential Material and, in either
11 case, certify that fact to counsel for the Producing Party. Counsel of record shall
12 make arrangements for the return of Confidential Material or Highly Confidential
13 Material that counsel of record provided to any persons or entities in paragraphs 11
14 and 12, except the Court, court personnel and court reporters. Outside counsel of
15 record for the parties shall be entitled to retain court papers, depositions, trial
16 transcripts and attorney work product, provided that such outside counsel of record
17 shall not disclose Confidential Material or Highly Confidential Material to any person
18 except pursuant to a court order or agreement with the party that produced the
19 Confidential Material or Highly Confidential Material. All material returned to the
20 parties or their counsel by the Court shall likewise be disposed of in accordance with
21 this paragraph.

22 **27. No Loss of Confidential or Highly Confidential Status By Use In**
23 **Litigation or Appeal:** In the event that any Confidential or Highly Confidential
24 Material is used in any court proceeding in this Litigation or any appeal therefrom,
25 such Confidential or Highly Confidential Material shall not lose its status as
26 Confidential or Highly Confidential through such use. Counsel shall comply with all
27 applicable local rules and shall confer on such procedures that are necessary to protect
28 the confidentiality of any documents, information and transcripts used in the course of

1 any court proceedings, including petitioning the Court to close the court room.

2 **28. Protected Material Subpoenaed or Ordered Produced in Other**
3 **Actions:** If any person receiving documents covered by this Order (the “Receiver”) is
4 served with a subpoena, order, interrogatory, or document or civil investigative
5 demand (collectively, a “Demand”) issued in any other action, investigation, or
6 proceeding, and such Demand seeks Discovery Material that was produced or
7 designated as Confidential Material or Highly Confidential Material by someone other
8 than the Receiver, the Receiver shall give prompt written notice by hand or facsimile
9 transmission within seven (7) business days of receipt of such Demand to the person,
10 party, or third party who produced or designated the material as Confidential Material
11 or Highly Confidential Material, and to that person’s, party’s, or third party’s
12 attorneys of record, and shall object to the production of, and not produce, such
13 Materials on the grounds of the existence of this Order. The burden of opposing the
14 enforcement of the Demand shall fall upon the party who produced or designated the
15 material as Confidential Material or Highly Confidential Material. Unless the person,
16 party, or third party who produced or designated the Confidential Material or Highly
17 Confidential Material obtains an order directing that the Demand not be complied
18 with, and serves such order upon the Receiver prior to production pursuant to the
19 Demand, the Receiver shall be permitted to produce documents responsive to the
20 Demand on the Demand response date. Compliance by the Receiver with any order
21 directing production pursuant to the Demand of any Confidential Material or Highly
22 Confidential Material shall not constitute a violation of this Order. Nothing herein
23 shall be construed as authorizing a party to disobey a lawful subpoena.

24 **29. Advice Based on Discovery Material Allowed:** Nothing in this
25 Protective Order shall bar or otherwise restrict any attorney from rendering advice to
26 his client with respect to this litigation and, in the course of rendering advice, referring
27 to or relying generally on the examination of Confidential Material or Highly
28 Confidential Material; provided, however, that in rendering such advice and in

1 otherwise communicating with his client, the attorney shall not disclose the contents
2 of any Confidential Material or Highly Confidential Material produced by another
3 party if that disclosure would be contrary to the terms of this Protective Order.

4 **30. Redaction Allowed:** Any Producing Party may redact from the
5 documents and things it produced matter that the Producing Party claims is subject to
6 attorney-client privilege, work product immunity, a legal prohibition against
7 disclosure, or any other privilege or immunity. The Producing Party shall mark each
8 thing where matter has been redacted with a legend stating “REDACTED,” as
9 appropriate, or a comparable notice. Where a document consists of more than one
10 page, at least each page on which information has been redacted shall be so marked.
11 The Producing Party shall preserve an unredacted version of each such document.

12 **31. Violations of Protective Order:** In the event that any person or party
13 should violate the terms of this Protective Order, the aggrieved Disclosing Party
14 should apply to the Court to obtain relief against any such person or party violating or
15 threatening to violate any of the terms of this Protective Order. If aggrieved
16 Disclosing Party seeks injunctive relief, it must petition the District Judge for such
17 relief, which may be granted at the sole discretion of the District Judge. The parties
18 and any other person subject to the terms of this Protective Order agree that this Court
19 retains jurisdiction over it and them for the purpose of enforcing this Protective Order.

20 **32. Headings:** The headings herein are provided only for the convenience of
21 the parties, and are not intended to define or limit the scope of the express terms of
22 this Protective Order.

23 **IT IS SO STIPULATED**, through Counsel of Record.

24 DATED: May 20, 2019

HINSHAW & CULBERTSON LLP

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By: /s/Edward K. Lenci

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Edward K. Lenci
Attorneys for Defendant

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SIOUX HONEY ASSOCIATION,
COOPERATIVE

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DATED: May 20, 2019

RICHMAN LAW GROUP

By: /s/ Kim E. Richman

Kim E. Richman
Attorneys for Plaintiff

SUSAN TRAN, on her own behalf and
as representative of a class of persons
similarly situated

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EXHIBIT A

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

SUSAN TRAN, on Behalf of Herself and
all Others Similarly Situated,

Plaintiff,

vs.

SIOUX HONEY ASSOCIATION,
COOPERATIVE,

Defendant.

Case No. 8:17-CV-00110-JLS-JCG
STIPULATED PROTECTIVE ORDER

I, _____, hereby acknowledge that I have received a copy of the Stipulated Protective Order entered in this action (Case No. 8:17-CV-00110-JLS-JCG) by the United States District Court for the Central District of California, Southern Division (hereinafter, "the Protective Order").

I have either read the Protective Order or have had the terms of the Protective Order explained to me by my attorney.

I understand the terms of the Protective Order and agree to comply with and to be bound by such terms.

If I receive documents or information designated as Confidential Material or Highly Confidential Material, (as those terms are defined in the Protective Order), I understand that such information is provided to me pursuant to the terms and restrictions of the Protective Order.

I agree to hold in confidence and not further disclose or use for any purpose (other than is permitted by the Protective Order) any information disclosed to me pursuant to the terms of the Protective Order.

///

1 I hereby submit myself to the jurisdiction of the United States District Court for
2 the Central District of California for resolution of any matters pertaining to the
3 Protective Order.

4 My address is _____

5 My present employer is _____

6 Dated: _____

7 Signed: _____

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

SUSAN TRAN, on Behalf of Herself and
all Others Similarly Situated,

Plaintiff,

vs.

SIoux HONEY ASSOCIATION,
COOPERATIVE,

Defendant.

Case No. 8:17-CV-00110-JLS-SSX

**STIPULATED PROTECTIVE
ORDER**

11 WHEREAS, to facilitate the production and receipt of information during
12 discovery in the above-captioned litigation (“the Litigation”), the parties have agreed
13 and stipulated, through their respective counsel, to the entry of the following
14 Protective Order for the protection of Confidential and Highly Confidential Materials
15 (as defined therein) that may be produced or otherwise disclosed during the course of
16 this Litigation by any party or non-party. The Court has been fully advised in the
17 premises and has found good cause for its entry.

18 Accordingly, IT IS HEREBY ORDERED that the terms and conditions of this
19 Protective Order shall govern the handling of discovery materials in the Litigation:

20 **IT IS ORDERED.**

21
22 Dated: ^{June 5} ~~May~~, 2019

23 
U.S. District Judge

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